PUBLIC COMMENT:
2.1

During the oral communication section of the agenda for Monday, June 8, 2026, Veronica Langworthy spoke regarding ROV, Sheriff, and Housing budget allocations.

_____

ATTACHMENTS FILED WITH CLERK OF THE BOARD

AGENDA NO. 2.1

Riverside County Board of Supervisors
Request to Speak

Submit request to the Clerk of the Board (right of podium), individual speakers are limited to a maximum of three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Veronica Langworthy

Address: _____

City: _____ **Zip:** _____

Phone #: 951-704-4210

Date: June 8, 2026 **Agenda #** 1 Budget Hearing

PLEASE STATE YOUR POSITION BELOW: Dept.: Registrar of Voters

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

_____**Support** _____**Oppose** _____**Neutral**

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

_____**Support** _____**Oppose** _____**Neutral**

I give my 3 minutes to: _____

Do you need a Spanish translator? Yes_____ **No**_____

(Revised: 2/20/2026)

Use Elmo

BOARD RULES

Requests to Address Board on "Agenda" items:
You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:
Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

Power Point Presentations/Printed Material:
Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, ensuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. Speakers are prohibited from bringing signs, placards, or posters into the hearing room.

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MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PUBLIC COMMENT:
2.2

During the oral communication section of the agenda for Monday, June 8, 2026, Kimberly Starrs spoke regarding the need for funding for 211 Health and Human Services.

_____

ATTACHMENTS FILED WITH CLERK OF THE BOARD

AGENDA NO. 2.2

FORM 11-D (8/92

Riverside County Board of Supervisors
Request to Speak

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SPEAKER'S NAME: Kimberly Starrs

Address: 1835 Chicago Steb

City: Riverside **Zip:** 92507

Phone #: 760.880.7492

Date: 6/8/26 **Agenda #** 1

PLEASE STATE YOUR POSITION BELOW:

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

_____**Support** _____**Oppose** _____**Neutral**

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

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I give my 3 minutes to: _____

Do you need a Spanish translator? Yes____ **No**✓

(Revised: 2/20/2026)

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MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PUBLIC COMMENT:
2.3

During the oral communication section of the agenda for Monday, June 8, 2026, Francisco S. Molina spoke regarding concerns about affordable housing in the City of Coachella and the Data Center Project with Stronghold Power.

_____

ATTACHMENTS FILED WITH CLERK OF THE BOARD

AGENDA NO. 2.3

FORM 11-D (8/92

Riverside County Board of Supervisors
Request to Speak

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SPEAKER'S NAME: Francisco S. Molina

Address: 50028 Calle Tolosa

City: Coachella **Zip:** 92236

Phone #: 760 880 3649

Date: 06/20/26 **Agenda #** Non-Agenda

PLEASE STATE YOUR POSITION BELOW:

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

_____ **Support** _____ **Oppose** _____ **Neutral**

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

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

Do you need a Spanish translator? Yes____ No X

(Revised: 2/20/2026)

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Flores, Kate

From: Acquia Mail
Sent: Monday, June 8, 2026 1:34 PM
To: frankie.molina1411@gmail.com
Cc: Clerk of the Board
Subject: Request to Speak Web Submission
Attachments: coachella_complaint_package_bos_june8_2026.pdf

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20260608.** You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Submitted on June 8, 2026

Submitted values are:

First Name
Francisco

Last Name
Molina

Address (Street, City and Zip)
50028 Calle Tolosa

Phone
7608803649

Email
frankie.molina1411@gmail.com

Agenda Date
06/08/2026

Agenda Item # or Public Comment
Public Comment

State your position below
Oppose

Do you need a Spanish translator?
No

Comments
Good afternoon. My name is Francisco Molina. I am a resident and business owner in the City of Coachella, and I am addressing two items on today's agenda — Housing and Workforce Solutions, and the District Attorney.

Council Member Stephanie Virgen confirmed on the record that affordable housing cannot move forward in Coachella without electrical infrastructure. Coachella has RHNA obligations it cannot meet — because control of that electrical infrastructure was handed to a private company through a 20-year exclusive agreement approved 4-0 on February 11, 2026, under circumstances that my private investigation indicates may constitute collusion or gross negligence.

That agreement has since been exited by a 4-0 council vote, and a 45-day moratorium is now in place. But an exit is not accountability. The same body that approved it exited it — with no explanation to the public for how it happened in the first place.

This investigation has cost me personally — in time, in money, in halted business operations, and in my health. I am not a government agency. I had no staff, no budget, and no subpoena power. I did this because no one else would.

My investigation is based entirely on documented primary source public records — campaign finance disclosures, Form 460 filings, Secretary of State records, and meeting minutes. I have four FPPC complaints on file with confirmation numbers, and a criminal referral submitted to the District Attorney's Special Prosecution Section on June 5, 2026.

I have spoken directly with Paul Harvey of the Public Integrity Unit. He reviewed my findings, identified concerning patterns, and asked me to submit my full investigation — which I have done.

The documented public record shows financial relationships between Supervisor V. Manuel Perez, the Stronghold-affiliated entities party to that agreement, and members of the Coachella City Council who voted to approve it. Supervisor Perez wrote a letter of support for Stronghold. These are not allegations — they are documents on file with public agencies.

My city cannot move forward on affordable housing or infrastructure while these conflicts remain unresolved and unaccountable. I am asking this board to ensure the District Attorney's office is adequately funded and staffed to complete what the community of Coachella started.

Because we showed up. We built the record. And we forced the exit. What we cannot do alone is compel accountability from a sitting county supervisor. That is why I am standing here today.

Thank you.

Attachments (Must be .pdf, .doc, or .docx)

coachella_complaint_package_bos_june8_2026.pdf

CITY OF COACHELLA WATCHDOGS

COMPLAINT SUBMISSION PACKAGE

Data Center / Municipal Utility Development Agreement

Submitted to: Riverside County Board of Supervisors

Date: June 8, 2026

COMPLAINANT

Francisco Molina — Coachella Resident and Business Owner

cityofcoachellawatchdogs@gmail.com

FILINGS INCLUDED IN THIS PACKAGE

FPPC Complaint 01 — Steven A. Hernandez — Gov. Code §87100
Confirmation: COM-06042026-02288

FPPC Complaint 02 — Stephanie Virgen — Gov. Code §§87100, 87302
Confirmation: COM-06042026-02290

FPPC Complaint 03 — V. Manuel Perez — Gov. Code §84308 / SB 1439
Confirmation: COM-06042026-02291

FPPC Complaint 04 — William B. Pattison Jr. — Gov. Code §§1090, 87100
Confirmation: COM-06042026-02293

DA Criminal Referral — William B. Pattison Jr. — Gov. Code §§1090, 1097
Confirmation: Filed June 5, 2026

All complaints were filed June 4–5, 2026. This package contains the complaint narratives, FPPC submission confirmations, and primary source evidence supporting each filing. All facts cited are drawn

from publicly available campaign finance records, city council minutes, and on-record public meeting statements.

FPPC COMPLAINT 03

V. Manuel Perez — Riverside County Supervisor Gov. Code §84308 / SB 1439 (Levine Act)

COMPLAINT TO THE FAIR POLITICAL PRACTICES COMMISSION
State of California
Alleged Violation of the Political Reform Act
California Government Code Section 84308 — Levine Act as Strengthened by SB 1439
Filed: June 2026

COMPLAINANT INFORMATION
Name: Francisco Molina
City: Coachella, CA 92236
Capacity: Coachella Resident and Business Owner
RESPONDENT INFORMATION
Name: Victor Manuel Perez
Title at Time of Violation: Supervisor, Riverside County Board of Supervisors, Fourth District
Address: Coachella, CA 92236
STATEMENT OF FACTS
Background — Supervisor Perez's Role
Supervisor Victor Manuel Perez represents the Fourth District of Riverside County, which includes the City of Coachella and the community of Thermal. In his capacity as Supervisor, Perez exercises discretionary authority over land use, permitting, annexation, and other governmental decisions that directly affect development projects in his district including projects proposed by or benefiting Stronghold Power Systems Inc and its affiliated entities.
On March 9, 2026, Supervisor Perez wrote a formal letter of support on official Fourth District letterhead directly to Stronghold Power Systems praising the Coachella Municipal Utility Development Agreement and the proposed technology campus, explicitly endorsing both Phase 1 and Phase 2, which involves the annexation of portions of Thermal for additional data centers (Supporting Document 6). This letter constitutes participation in a proceeding involving Stronghold Power Systems within the meaning of Government Code Section 84308. Perez subsequently rescinded the letter only after it became public following community pressure.
Documented Campaign Contributions from Stronghold's Principal — Beverly Bailey
Beverly Bailey is identified in California Secretary of State Cal-Access records as the CEO and President of Stronghold Engineering Inc across 78 contributions totaling $124,100 in state-level campaign finance filings spanning from 2001 through 2026 (Supporting Document 1). Beverly Bailey is the principal of the Stronghold-affiliated entities that are the subject of the February 11, 2026 Municipal Utility Development Agreement with the City of Coachella. The executed agreement confirms that Stronghold Power Systems, Inc. formed and owns a majority interest in Coachella Valley Power Services LLC, the contracting entity named in the agreement (Supporting Document 9).
Riverside County NetFile campaign finance records confirm at least $5,000 in documented contributions from Beverly Bailey to V. Manuel Perez for Supervisor, with additional contributions reflected in state-level Cal-Access filings (Supporting Documents 1 and 2). Beverly Bailey's $5,000 contribution dated June 13, 2025 — with employer listed as Stronghold Engineering Inc and occupation listed as CEO — falls ten days after the first documented land purchase by Stronghold-affiliated entities in the Coachella project area per Riverside County Assessor-Clerk-Recorder records (Supporting Document 8), and falls within the 12-month SB 1439 recusal window preceding Perez's March 9, 2026 letter of support for Stronghold.
The SB 1439 Mandatory Recusal Obligation
California Government Code Section 84308, strengthened by SB 1439 enacted in 2023, prohibits an elected officer from accepting, soliciting, or directing a contribution of more than $250 from any party or participant in a proceeding involving a license, permit, or entitlement for use while that proceeding is pending before the officer, and for 12 months following the date a final decision is made in the proceeding. An elected officer who has received a contribution exceeding $250 from a party to a proceeding within the prior 12 months is required to recuse himself from that proceeding and disclose the contribution on the record.

Beverly Bailey's documented contributions to Supervisor Perez's campaign — including the $5,000 contribution on June 13, 2025, within the 12-month window established by SB 1439 — triggered a mandatory recusal obligation for any proceeding before Perez involving Stronghold Power Systems or its affiliated entities. The February 11, 2026 Municipal Utility Development Agreement between the City of Coachella and Stronghold Power Systems constitutes an entitlement for use within the meaning of Government Code Section 84308 (Supporting Document 9). Perez's March 9, 2026 letter of support for Stronghold constitutes participation in a proceeding involving a party that contributed to his campaign within the applicable period (Supporting Document 6).

Perez's Financial Relationships with Hernandez and Virgen

Campaign finance disclosure records confirm that V. Manuel Perez for Supervisor 2022 contributed $4,900 to Steven Hernandez for Mayor 2022 on September 13, 2022 — filed as Form 460E coded CTB (Supporting Document 3). Hernandez subsequently voted yes on the February 11, 2026 Stronghold agreement without recusal.

Campaign finance disclosure records confirm that V. Manuel Perez for Supervisor 2022 contributed $4,900 to Stephanie Virgen for Coachella City Council 2022 on September 13, 2022 — filed as Form 497P2 (Supporting Document 4). Virgen subsequently made the motion to approve the February 11, 2026 Stronghold agreement without disclosing her financial relationship with Perez.

Campaign finance disclosure records further confirm that V. Manuel Perez for Supervisor 2026 paid Steven Hernandez $10,000 on June 28, 2023, filed as Form 460E coded CNS — Campaign Consultants (Supporting Document 5). This establishes a direct paid consulting relationship between Perez's campaign and the former Mayor who voted yes on the Stronghold agreement.

Perez Rescinded His Letter Only After Public Pressure

Supervisor Perez wrote a formal letter of support for Stronghold Power Systems dated March 9, 2026, on official Fourth District letterhead (Supporting Document 6). The letter was rescinded only after it became public following community pressure. The fact that Perez rescinded the letter demonstrates awareness of the impropriety of his involvement — but rescission does not cure the underlying failure to recuse at the time the letter was written. Under Government Code Section 84308 the recusal obligation attaches at the time of participation in the proceeding, not retroactively upon public disclosure.

No Disclosure Was Made

There is no public record of Supervisor Perez disclosing Beverly Bailey's campaign contributions to his committee prior to writing his March 9, 2026 letter of support for Stronghold, prior to contributing to the campaigns of Hernandez and Virgen who voted on the agreement, or at any other point in the proceedings involving Stronghold Power Systems.

The complainant raised Perez's documented contribution history and mandatory recusal obligations on the public record at the Coachella City Council regular meeting on May 27, 2026, beginning at timestamp 1:10:45 (Supporting Document 7). At timestamp 1:11:58 the complainant asked on the public record: "Was this council fully informed of council member Virgen's relationship with Supervisor Perez's office before the February 11th vote? And if not, why not?" No council member or city attorney responded to this question.

COMPLAINANT'S PERSONAL KNOWLEDGE

The complainant has personal knowledge of the facts alleged in this complaint as follows:

The complainant personally conducted public records research and personally obtained Riverside County NetFile campaign finance records documenting Beverly Bailey's contributions to Supervisor Perez, Perez's contributions to Hernandez and Virgen, and Perez's consulting payment to Hernandez. The complainant personally obtained and reviewed the Riverside County Assessor-Clerk-Recorder land purchase records establishing the timing of Stronghold's land acquisition.

The complainant personally obtained and reviewed the Perez letter of support for Stronghold dated March 9, 2026, on official Fourth District letterhead (Supporting Document 6).

The complainant personally attended the Coachella City Council regular meeting on May 27, 2026, and personally made public statements at timestamps 1:10:45 through 1:11:58 placing Perez's contributions, the SB 1439 recusal obligation, and the unanswered question regarding council knowledge on the public record (Supporting Document 7).

WITNESSES

The following individuals have direct knowledge of facts relevant to this complaint:

1. Beverly Bailey, CEO and President, Stronghold Engineering Inc — made documented campaign contributions to Supervisor Perez's committee across multiple election cycles. Address: 3421 Gato Court Suite C, Riverside CA 92507.
2. Stephanie Virgen, Council Member, City of Coachella — made the February 11, 2026 motion to approve the Stronghold agreement; received $4,900 from Perez's committee and served simultaneously as Perez's official representative to CSA 125. Address: Coachella CA 92236.
3. Steven A. Hernandez, Former Mayor, City of Coachella — received $4,900 from Perez's committee, voted yes on February 11, 2026, and received a $10,000 consulting payment from Perez's 2026 committee. Address: Coachella CA 92236.
4. Angela Zepeda, City Clerk, City of Coachella — custodian of the official February 11, 2026 meeting minutes. Address: City of Coachella, 53990 Enterprise Way, Coachella CA 92236.

ALLEGED VIOLATIONS

California Government Code Section 84308, strengthened by SB 1439, imposes mandatory recusal and disclosure obligations on elected officers who have received campaign contributions exceeding $250 from parties to proceedings involving licenses, permits, or entitlements for use. The documented contributions from Beverly Bailey — CEO and President of Stronghold Engineering Inc — to Supervisor Perez's campaign across multiple cycles, including the $5,000 contribution on June 13, 2025 within the applicable SB 1439 window, triggered mandatory recusal obligations for any proceeding before Perez involving Stronghold Power Systems (Supporting Documents 1, 2, and 8).

Perez participated in a proceeding involving Stronghold by writing a formal letter of support on March 9, 2026 without disclosing Beverly Bailey's contributions to his campaign and without recusing himself (Supporting Document 6). This constitutes a direct violation of Government Code Section 84308 as strengthened by SB 1439.

Additionally the documented financial relationships between Perez and the council members who voted on the February 11 agreement — combined with Perez's own financial relationship with Stronghold's principal — warrant investigation under Government Code Section 87100 and related provisions of the Political Reform Act for the broader pattern of undisclosed financial interests in the Stronghold agreement and its related proceedings (Supporting Documents 3, 4, and 5).

The complainant respectfully requests that the FPPC investigate whether Supervisor Victor Manuel Perez's participation in proceedings involving Stronghold Power Systems violated California Government Code Section 84308 as strengthened by SB 1439, and whether any additional violations of the Political Reform Act apply based on the documented financial relationships described herein.

SUPPORTING DOCUMENTS

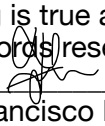
The following primary source documents support this complaint and are available for submission:

1. E3-01 — Beverly Bailey Cal-Access Advanced Search Results — 78 contributions totaling $124,100, employer listed as Stronghold Engineering Inc. California Secretary of State records current as of May 31, 2026.
2. E3-02 — Riverside County NetFile campaign finance records — Beverly Bailey $5,000 contribution to V. Manuel Perez for Supervisor 2026, June 13, 2025, filed as F497P1 and F460A. Employer: Stronghold Engineering Inc. Occupation: CEO.
3. E3-03 — V. Manuel Perez for Supervisor 2022 F460E — $4,900 to Steven Hernandez for Mayor 2022, September 13, 2022. Filed with Riverside County Registrar of Voters.

4. E3-04 — V. Manuel Perez for Supervisor 2022 F497P2 — $4,900 to Stephanie Virgen for Coachella City Council 2022, September 13, 2022. Filed with Riverside County Registrar of Voters.
5. E3-05 — V. Manuel Perez for Supervisor 2026 F460E — $10,000 to Steven Hernandez, June 28, 2023, coded CNS Campaign Consultants. Filed with Riverside County Registrar of Voters.
6. E3-06 — Supervisor V. Manuel Perez letter of support for Stronghold Power Systems, dated March 9, 2026, on official Fourth District letterhead. Explicitly endorses Phase 1 and Phase 2 of the Coachella Data Center campus. Subsequently rescinded after public disclosure.
7. E3-07 — City of Coachella City Council regular meeting, May 27, 2026 — exhibit PDF with annotated timestamps 1:10:45 through 1:11:58 documenting complainant's on-record public statements regarding Perez's documented campaign contributions from Beverly Bailey, mandatory recusal obligations under Government Code Section 84308 as strengthened by SB 1439, and on-record unanswered question regarding council's prior knowledge of Virgen's relationship with Perez's office. YouTube: https://www.youtube.com/watch?v=FI1i-FUjboc
8. E3-08 — Riverside County Assessor-Clerk-Recorder records — Document 2025-0168077, DEED, recorded June 3, 2025 — Stronghold Power Systems Inc land purchase establishing timing context for Beverly Bailey's June 13, 2025 contribution to Perez.
9. E3-09 — Municipal Utility Development Agreement between City of Coachella and Coachella Valley Power Services LLC, dated February 2026. Confirms: (a) 20-year term; (b) two optional 5-year renewal periods; (c) Stronghold Power Systems, Inc. formed and owns a majority interest in Coachella Valley Power Services LLC (Recital D), establishing the entity linkage between Beverly Bailey's employer Stronghold Engineering Inc and the contracting entity. Source: City of Coachella agenda packet, February 11, 2026.

CERTIFICATION

I, Francisco Molina, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and belief, based on primary source public records research conducted by the complainant.

Signature: 

Printed Name: Francisco Molina

Date: June 4, 2026

City: Coachella, CA 92236

Contact: cityofcoachellawatchdogs@gmail.com

Complaint Submitted

Thank you! Your complaint id is COM-06042026-02291

Advanced Search Results

Results Summary

$124,100.00 in 78 contributions (help/#results)

Important - Adjustments may apply for ballot measures. **Find out more. (help/prop-adj.php)**

BEVERLY BAILEY has contributed
Employee Contributions
$89,600.00 to **candidates**
$5,000.00 to **ballot measures**
$18,000.00 to **other committees**

Organizational Contributions
$11,000.00 to **candidates**
$500.00 to **other committees**

Contributions

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Showing **1** to **78** of **78** rows **Show more fields** (help/#results)

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
WALLIS, GREG	Greg Wallis for Assembly 2026	1477044	State Assembly		Bailey, Beverly		$1,000.00	Apr 2, 2026	Stronghold Engineering, Inc.	Chief Executive Officer
CASTILLO, LETICIA	Leticia Castillo for Assembly 2026	1477348	State Assembly		Bailey, Beverly		$2,500.00	Feb 15, 2026	Stronghold Engineering, Inc.	CEO
DELGADO, ED	Ed Delgado for Assembly 2026	1482140	State Assembly		Bailey, Beverly		$2,500.00	Nov 4, 2025	Stronghold Engineering, Inc.	CEO
CASTILLO, LETICIA	Leticia Castillo for Assembly 2026	1477348	State Assembly		Bailey, Beverly		$250.00	Nov 4, 2025	Stronghold Engineering, Inc.	CEO
STRICKLAND, TONY	Tony Strickland for Senate 2026	1467958	State Senate		Bailey, Beverly		$1,000.00	Oct 1, 2025	Stronghold Engineering	President/CEC
STRICKLAND, TONY	Tony Strickland for Senate 2026	1467958	State Senate		Bailey, Beverly		$500.00	Aug 22, 2025	Stronghold Engineering	President/CEC
BIANCO, CHAD	Bianco for Governor 2026	1479095	Governor		Beverly Bailey	1252771	$10,000.00	Jun 13, 2025		
STRICKLAND, TONY	Tony Strickland for Senate 2026	1467958	State Senate		Bailey, Beverly		$1,000.00	Sep 18, 2024	Stronghold Engineering Inc	President/CEC
ESSAYLI, BILL	Essayli for Assembly 2024	1457485	State Assembly		Bailey, Beverly		$1,000.00	Oct 20, 2023	Stronghold Engineering	President and CEO

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
	Rescue California-To Support the Recall of Gavin Newsom	1434853			Bailey, Beverly		$500.00	Jul 23, 2021	Stronghold Engineering Inc.	CEO
	LINCOLN CLUB OF RIVERSIDE COUNTY	1047832			BAILEY, BEVERLY		$500.00	Apr 8, 2021	STRONGHOLD ENGINEERING INC.	PRESIDENT
	Californians for a Better Future	1420444			The Bailey Family Trust		$500.00	Mar 22, 2021	Owner/Stronghold Engineering	Beverly Bailey/Trustee
	Assoc Builders & Contractors of SoCal (ABC So-Cal PAC)	1282257			Bailey, Beverly		$250.00	Jun 22, 2020	Stronghold Engineering	President/CEC
MELENDEZ, MELISSA	Melissa Melendez for Senate 2020	1422643	State Senate		Bailey, Beverly		$500.00	Feb 7, 2020	Stronghold Engineering, Inc.	President/CEC
	LINCOLN CLUB OF RIVERSIDE COUNTY	1047832			BAILEY, BEVERLY		$500.00	Jul 1, 2019	STRONGHOLD ENGINEERING INC.	PRESIDENT
ESSAYLI, BILL	Bill Essayli for Assembly 2018	1402831	State Assembly		Bailey, Beverly		$500.00	Sep 12, 2018	Stronghold Engineering	President/CEC
BAILEY, STEVEN	Judge Steven Bailey - Attorney General 2018	1389776	Attorney General		Bailey, Beverly		$1,000.00	Jul 26, 2018	Stronghold Engineering	President & CEO
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2018	1392806	State Assembly		Bailey, Beverly		$250.00	Jun 8, 2018	Stronghold Engineering, Inc.	President/CEC
ESSAYLI, BILL	Essayli for Assembly 2018	1402831	State Assembly		The Bailey Family Trust		$1,000.00	Apr 4, 2018	CEO/Stronghold Engineering	Beverly Bailey/Trustee
ALLEN, TRAVIS	Travis Allen for Governor 2018	1397257	Governor		Bailey, Beverly		$500.00	Oct 20, 2017	Stronghold Engineering	Owner
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2018	1392806	State Assembly		Bailey, Beverly		$500.00	May 3, 2017	Stronghold Engineering, Inc.	President/CEC
MAYES, CHAD	Chad Mayes for Assembly 2016	1374095	State Assembly		Bailey, Beverly		$250.00	Oct 26, 2016	Stronghold Engineering	President
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2016	1373799	State Assembly		Bailey, Beverly		$1,000.00	Apr 23, 2016	Stronghold Engineering, Inc.	President/CEC
LINDER, ERIC	Eric Linder for Assembly 2016	1374752	State Assembly		Bailey, Beverly		$1,000.00	Nov 14, 2015	Stronghold Engineering	President CEC
MAYES, CHAD	Chad Mayes for Assembly 2016	1374095	State Assembly		Bailey, Beverly		$100.00	Sep 29, 2015	Stronghold Engineering	President
ROTH, RICHARD D.	Major General Richard D. Roth, USAF (Ret.) for Senate 2016	1353520	State Senate		Bailey, Beverly		$250.00	Jun 12, 2015	Stronghold Engineering	Chief Executive Officer

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2014	1353839	State Assembly		Bailey, Beverly		$500.00	Sep 26, 2014	Stronghold Engineering	President/CEC
KASHKARI, NEEL	Neel Kashkari for Governor 2014	1362971	Governor		Bailey, Beverly		$10,000.00	Sep 10, 2014	Stronghold Engineering, Inc.	President / CEO
NGUYEN, JANET	JANET NGUYEN FOR SENATE 2014	1355589	State Senate		BAILEY, BEVERLY		$100.00	May 13, 2014	STRONGHOLD ENGINEERING	EXECUTIVE
STONE, JEFFREY E.	Jeff Stone for State Senate 2014	1360219	State Senate		Bailey, Mrs. Beverly		$250.00	Apr 10, 2014	Stronghold Engineering	President & CEO
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2014	1353839	State Assembly		Bailey, Beverly		$500.00	Apr 4, 2014	Stronghold Engineering	President/CEC
LINDER, ERIC	ERIC LINDER FOR ASSEMBLY 2014	1355645	State Assembly		BAILEY, BEVERLY		$250.00	Mar 18, 2014	STRONGHOLD ENGINEERING	PRES.
MAYES, CHAD	Chad Mayes for Assembly 2014	1351732	State Assembly		Bailey, Beverly		$1,000.00	Feb 19, 2014	Stronghold Engineering	CEO
ROTH, RICHARD D.	Major General Richard D. Roth, USAF (Ret.) for Senate 2016	1353520	State Senate		Bailey, Beverly		$250.00	Oct 21, 2013	Stronghold Engineering	Chief Executive Officer & President
MANN, CHRIS	Chris Mann for State Assembly 2014	1353549	State Assembly		Bailey, Beverly		$250.00	Jun 24, 2013	Stronghold Engineering	President/CEC
	LINCOLN CLUB OF RIVERSIDE COUNTY	1047832			BAILEY, BEVERLY		$500.00	Mar 4, 2013	STRONGHOLD ENGINEERING INC.	PRESIDENT
	LINCOLN CLUB OF RIVERSIDE COUNTY	1047832			BAILEY, BEVERLY		$500.00	Jan 14, 2013	STRONGHOLD ENGINEERING INC.	PRESIDENT
ALLEN, TRAVIS	Travis Allen for Assembly 2012	1345986	State Assembly		Bailey, Beverly		$500.00	Nov 8, 2012	VP	Stronghold Engineering
	California Republican Party	1030435			Bailey, Beverly Anne		$5,000.00	Oct 12, 2012	STRONGHOLD ENGINEERING INC.	PRESIDENT & C.E.O.
ALLEN, TRAVIS	Travis Allen for Assembly 2012	1345986	State Assembly		Bailey, Beverly		$500.00	Aug 16, 2012		
MILLER, JEFF	Jeff Miller For Senate 2012	1340614	State Senate		Bailey, Beverly		$500.00	Apr 5, 2012	Stronghold Engineering, Inc.	CEO
ROTH, RICHARD D.	Major General Richard D. Roth, USAF (Ret.) for Senate 2012	1343709	State Senate		Bailey, Beverly		$250.00	Feb 24, 2012	Lamb Energy, Inc.	President
	ActBlue	1287846			BAILEY, BEVERLY		$250.00	Feb 24, 2012	LAMB ENERGY, INC	PRESIDENT
MILLER, JEFF	Jeff Miller For Senate 2012	1340614	State Senate		Bailey, Beverly		$500.00	Nov 7, 2011	Stronghold Engineering, Inc.	CEO

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
MILLER, JEFF	Friends of Jeff Miller For Assembly 2012	1334299	State Assembly		Bailey, Beverly		$500.00	May 31, 2011	Stronghold Engineering, Inc.	CEO
EMMERSON, BILL	ReElect Bill Emmerson for Senate 2012	1328303	State Senate		Bailey, Beverly		$250.00	Apr 11, 2011	Stronghold Engineering Inc	COO
WHITMAN, MARGARET C.	Meg Whitman for Governor 2010	1315455	Governor		Bailey, Beverly		$5,000.00	Sep 14, 2010	Stronghold Engineering	President/CEC
WHITMAN, MARGARET C.	Meg Whitman for Governor 2010	1315455	Governor		Bailey, Beverly		$5,000.00	Aug 23, 2010	Stronghold Engineering	President/CEC
WARREN, ACQUANETTA H.	WARREN FOR ASSEMBLY 2010, ACQUANETTA	1315947	State Assembly		Bailey, Beverly		$250.00	Apr 6, 2010	Stronghold Engineering, Inc.	President/CEC
BOGH, RUSSELL V.	Russ Bogh for Senate 2010	1323129	State Senate		Bailey, Mrs. Beverly		$3,900.00	Apr 3, 2010	Stronghold Engineering, Inc.	CEO
WARREN, ACQUANETTA H.	WARREN FOR ASSEMBLY 2010, ACQUANETTA	1315947	State Assembly		Bailey, Beverly		$1,000.00	Dec 20, 2009	Stronghold Engineering, Inc.	President/CEC
MILLER, JEFF	Friends of Jeff Miller for Assembly 2010	1314129	State Assembly		Bailey, Beverly		$500.00	Sep 12, 2009	Stronghold Engineering, Inc.	CEO
WHITMAN, MARGARET C.	Meg Whitman for Governor 2010	1315455	Governor		Bailey, Beverly		$1,250.00	Jun 24, 2009	Stronghold Engineering	President/CEC
HAGMAN, CURT	Hagman for Assembly	1297721	State Assembly		Bailey, Beverly		$100.00	May 13, 2008	Stronghold Engineering, Inc.	CEO/Presiden
GIRARD, ROSARIO	Friends of Rose Girard	1295155	State Assembly		Bailey, Beverly		$3,450.00	Jun 29, 2007	Stronghold Engineering	Owner
GIRARD, ROSARIO	Friends of Rose Girard	1295155	State Assembly		Bailey, Beverly		$150.00	Jun 5, 2007	Stronghold Engineering	Owner
SCHWARZENEGGER, ARNOLD	Californians for Schwarzenegger - 2006	1261585	Governor		Bailey, Ms. Beverly A.		$10,000.00	Apr 6, 2006	Stronghold Engineering, Inc.	CEO/COO
BOGH, RUSSELL V.	Russ Bogh Leadership Committee	1273784	State Senate		Bailey, Mrs. Beverly		$3,300.00	Mar 17, 2006	Stronghold Engineering, Inc.	President & CEO
SIMON JR., WILLIAM E.	Simon for Treasurer, Inc.	1264895	State Treasurer		Bailey, Mr. Beverly		$-250.00	Jan 25, 2006	Stronghold Engineering Inc.	President/CEC
SIMON JR., WILLIAM E.	Simon for Treasurer, Inc.	1264895	State Treasurer		Bailey, Mr. Beverly		$0.00	Nov 10, 2005	Stronghold Engineering Inc.	President/CEC

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SCHWARZENEGGER, ARNOLD	Governor Schwarzenegger's California Dream Team	1261406	Governor	SUPPORTED: PROP 74 - PUBLIC SCHOOL TEACHERS. WAITING PERIOD FOR PERMANENT STATUS. DISMISSAL. INITIATIVE STATUTE. SUPPORTED: PROP 75 - PUBLIC EMPLOYEE UNION DUES. REQUIRED EMPLOYEE CONSENT FOR POLITICAL CONTRIBUTIONS. INITIATIVE STATUTE. SUPPORTED: PROP 76 - SCHOOL FUNDING. STATE SPENDING. INITIATIVE CONSTITUTIONAL AMENDMENT. SUPPORTED: PROP 77 - REAPPORTIONMENT. INITIATIVE CONSTITUTIONAL AMENDMENT.	Bailey, Scott & Beverly		$5,000.00	Oct 5, 2005	Stronghold Engineering, Inc.	Vice President & President
SIMON JR., WILLIAM E.	Simon for Treasurer, Inc.	1264895	State Treasurer		Bailey, Mr. Beverly		$250.00	Mar 15, 2005	Stronghold Engineering Inc.	President/CEC
SCHWARZENEGGER, ARNOLD	Governor Schwarzenegger's California Recovery Team	1261406	Governor		Bailey, Scott & Beverly		$10,000.00	Oct 7, 2004	Stronghold Engineering, Inc.	Vice President & President
BOGH, RUSSELL V.	Taxpayers for Russ Bogh	1254526	State Assembly		Bailey, Mrs. Beverly		$1,000.00	Aug 24, 2004	Stronghold Engineering, Inc.	President & CEO
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$50.00	Feb 17, 2004	Hospice of Petaluma	Special Events Coordinator
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$250.00	Jan 13, 2004	Hospice of Petaluma	Special Events Coordinator
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$1,000.00	Dec 10, 2003	Hospice of Petaluma	Special Events Coordinator
CRISTICH, CRISTI L.	Friends of Cristi Cristich	1253257	State Assembly		Bailey, Beverly A.		$1,000.00	Nov 6, 2003	Stronghold Engineering Inc.	President
BOGH, RUSSELL V.	Russ Bogh for Assembly 2000	1075463	State Assembly		Bailey, Mrs. Beverly		$3,200.00	Nov 4, 2003	Stronghold Engineering, Inc.	President & CEO
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$100.00	Sep 1, 2003	Hospice of Petaluma	Special Events Coordinator

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
BOGH, RUSSELL V.	Russ Bogh for Assembly 2000	1075463	State Assembly		Bailey, Mrs. Beverly		$1,000.00	Jun 30, 2003	Stronghold Engineering, Inc.	Self employed
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$100.00	May 30, 2003	Hospice of Petaluma	Special Events Coordinator
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$500.00	Apr 16, 2003	Hospice of Petaluma	Special Events Coordinator
SIMON JR., WILLIAM E.	Bill Simon for Governor	1233478	Governor		Bailey, Mr. Beverly		$2,500.00	Oct 24, 2002	Stronghold Engineering Inc.	President/CEC
SIMON JR., WILLIAM E.	Bill Simon for Governor	1233478	Governor		Bailey, Mr. Beverly		$500.00	Sep 30, 2002	Stronghold Engineering Inc.	President/CEC
SIMON JR., WILLIAM E.	Bill Simon for Governor	1233478	Governor		Bailey, Mr. Beverly		$10,000.00	Sep 26, 2002	Stronghold Engineering Inc.	President/CEC
SIMON JR., WILLIAM E.	Bill Simon for Governor	1233478	Governor		Bailey, Mr. Beverly		$2,500.00	Jun 13, 2002	Stronghold Engineering Inc.	President/CEC
BOGH, RUSSELL V.	Friends of Russ Bogh	1236337	State Assembly		Bailey, Mrs. Beverly		$300.00	Nov 15, 2001	Stronghold Engineering, Inc.	Self employed

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Manuel Perez

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SEARCH RESULTS

Date	Filer Name	Amount	Type	Entity / Payee
6/18/2025	V. Manuel Perez for Supervisor 2026	$150.00	F460A (Monetary contributions) SCH: 460A	Andres Coronel
6/18/2025	V. Manuel Perez for Supervisor 2026	$277.76	F460E (Payments made) SCH: 460E	Anedot
6/18/2025	V. Manuel Perez for Supervisor 2026	$250.00	F460A (Monetary contributions) SCH: 460A	Arreola for CVUSI Trustee 2024
6/17/2025	V. Manuel Perez for Supervisor 2026	$250.00	F460A (Monetary contributions) SCH: 460A	Keith Ross

Date	Filer Name	Amount	Type	Entity / Payee
6/16/2025	V. Manuel Perez for Supervisor 2026	$841.18	F460G (Payment made by agent) SCH: 460G	Amazon
6/13/2025	V. Manuel Perez for Supervisor 2026	$25,000.00	F497P1 (Late contributions received) SCH: 497P1	Harold Matzner
6/13/2025	V. Manuel Perez for Supervisor 2026	$5,000.00	F497P1 (Late contributions received) SCH: 497P1	Beverly Bailey

6/13/2025	V. Manuel Perez for Supervisor 2026	$10,000.00	(Monetary contributions) SCH: 460A	Alexander Haage
6/13/2025	V. Manuel Perez for Supervisor 2026	$25,000.00	F460A (Monetary contributions) SCH: 460A	Harold Matzner
6/13/2025	V. Manuel Perez for Supervisor 2026	$5,000.00	F460A (Monetary contributions) SCH: 460A	Beverly Bailey
6/13/2025	V. Manuel Perez for Supervisor 2026	$1,600.90	F460E (Payments made) SCH: 460E	Anedot
6/12/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	Greg Scott
6/12/2025	V. Manuel Perez for Supervisor 2026	$20.30	F460E (Payments made) SCH: 460E	Anedot
6/11/2025	V. Manuel Perez for Supervisor 2026	$620.34	F460E (Payments made) SCH: 460E	Jaime Alonso

Date	Filer Name	Amount	Type	Entity / Payee
6/1/2025	V. Manuel Perez for Supervisor 2026	$910.96	F460G (Payment made by agent) SCH: 460G	The Venetian Resort
5/23/2025	V. Manuel Perez for Supervisor 2026	$40.60	F460E (Payments made) SCH: 460E	Anedot
5/23/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	Fred Bell
5/22/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	Mark Feilers
5/22/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	Aftab Dada
5/22/2025	V. Manuel Perez for Supervisor 2026	$200.00	F460A (Monetary contributions) SCH: 460A	Ready for Council 5th District - 202
5/21/2025	V. Manuel Perez for Supervisor 2026	$2,500.00	F497P1 (Late contributions received) SCH: 497P1	Molly Woods
5/21/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	Aaron Leider
5/21/2025	V. Manuel Perez for Supervisor 2026	$2,500.00	F460A (Monetary contributions) SCH: 460A	Molly Woods
5/21/2025	V. Manuel Perez for Supervisor 2026	$161.20	F460E (Payments made) SCH: 460E	Anedot
5/21/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	Logan Adermatt

Date	Filer Name	Amount	Type	Entity / Payee
5/21/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	**Ron DeHarte**
5/20/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	**Kevin Farrenkopf**
5/17/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	**Stephen Nichols**
5/17/2025	V. Manuel Perez for Supervisor 2026	$20.30	F460E (Payments made) SCH: 460E	**Anedot**
5/15/2025	V. Manuel Perez for Supervisor 2026	$4.30	F460E (Payments made) SCH: 460E	**Anedot**
5/15/2025	V. Manuel Perez for Supervisor 2026	$100.00	F460A (Monetary contributions) SCH: 460A	**John Monahan**
5/2/2025	V. Manuel Perez for Supervisor 2026	$10,000.00	F460A (Monetary contributions) SCH: 460A	**Laborer's Union Local No. 777 Political Action Committee**
5/2/2025	V. Manuel Perez for Supervisor 2026	$10,000.00	F497P1 (Late contributions received) SCH: 497P1	**Laborer's Union Local No. 777 Political Action Committee**
5/1/2025	V. Manuel Perez for Supervisor 2026	$252.10	F460E (Payments made) SCH: 460E	**Restaurant San Miguel**
4/24/2025	V. Manuel Perez for Supervisor 2026	$1,995.65	F460E (Payments made) SCH: 460E	**Desert Promotions**
4/21/2025	V. Manuel Perez for Supervisor 2026	$576.00	F460G (Payment made by agent) SCH: 460G	**Wix.com**

Date	Filer Name	Amount	Type	Entity / Payee
4/21/2025	Laborer's Union Local No. 777 Political Action Committee	$10,000.00	F497P2 (Late contributions made) SCH: 497P2	PEREZ FOR SUPERVISOR 2026; V. MANUEL
4/21/2025	Laborer's Union Local No. 777 Political Action Committee	$10,000.00	F460E (Payments made) SCH: 460E	PEREZ FOR SUPERVISOR 2026; V. MANUEL
4/21/2025	Laborer's Union Local No. 777 Political Action Committee	$10,000.00	F460D (Summary of expenditures) SCH: 460D	PEREZ FOR SUPERVISOR 2026; V. MANUEL
4/18/2025	V. Manuel Perez for Supervisor 2026	$117.28	F460E (Payments made) SCH: 460E	Vallarta Supermarket
4/16/2025	V. Manuel Perez for Supervisor 2026	$20,000.00	F460A (Monetary contributions) SCH: 460A	Frederick Noble and Affiliated Entities
4/16/2025	V. Manuel Perez for Supervisor 2026	$20,000.00	F497P1 (Late contributions received) SCH: 497P1	Frederick Noble and Affiliated Entities
4/15/2025	V. Manuel Perez for Supervisor 2026	$21,219.00	F460B1 (Loans received) SCH: 460B1	V. Manuel Perez
4/15/2025	V. Manuel Perez for Supervisor 2026	$0.00	F460B1 (Loans received) SCH: 460B1	V. Manuel Perez
4/15/2025	V. Manuel Perez for Supervisor 2026	$21,219.00	F497P1 (Late contributions received) SCH: 497P1	V. Manuel Perez
4/15/2025	V. Manuel Perez for Supervisor 2026	$0.00	F460B1 (Loans received) SCH: 460B1	V. Manuel Perez
4/15/2025	V. Manuel Perez for Supervisor 2026	$0.00	F460B1 (Loans received) SCH: 460B1	V. Manuel Perez

Date	Filer Name	Amount	Type	Entity / Payee
4/14/2025	V. Manuel Perez for Supervisor 2026	$267.93	F460E (Payments made) SCH: 460E	Southwest Airlines
4/14/2025	V. Manuel Perez for Supervisor 2026	$324.27	F460E (Payments made) SCH: 460E	The Venetian Resort
4/14/2025	V. Manuel Perez for Supervisor 2026	$267.93	F460E (Payments made) SCH: 460E	Southwest Airlines
4/8/2025	V. Manuel Perez for Supervisor 2026	$10,000.00	F460A (Monetary contributions) SCH: 460A	Michael Scott
4/8/2025	V. Manuel Perez for Supervisor 2026	$20,000.00	F497P1 (Late contributions received) SCH: 497P1	Michael Scott
4/7/2025	V. Manuel Perez for Supervisor 2026	$16,328.47	F460E (Payments made) SCH: 460E	Troast & Associates
4/7/2025	V. Manuel Perez for Supervisor 2026	$1,500.00	F460A (Monetary contributions) SCH: 460A	Angelenos for Safe Transportation PAC Sponsored b L.A. Taxi Cooperative Inc. and South Bay Cooperative, Inc.
4/7/2025	V. Manuel Perez for Supervisor 2026	$5,000.00	F460A (Monetary contributions) SCH: 460A	Angelenos for Safe Transportation PAC Sponsored b L.A. Taxi Cooperative Inc. and South Bay Cooperative, Inc.
4/7/2025	V. Manuel Perez for Supervisor 2026	$5,000.00	F460A (Monetary contributions) SCH: 460A	Morongo Band of Mission Indians

Date	Filer Name	Amount	Type	Entity / Payee
4/7/2025	V. Manuel Perez for Supervisor 2026	$5,000.00	F497P1 (Late contributions received) SCH: 497P1	Angelenos for Safe Transportation PAC Sponsored b L.A. Taxi Cooperative Inc. and South Bay Cooperative, Inc.
4/7/2025	V. Manuel Perez for Supervisor 2026	$1,500.00	F497P1 (Late contributions received) SCH: 497P1	Angelenos for Safe Transportation PAC Sponsored b L.A. Taxi Cooperative Inc. and South Bay Cooperative, Inc.
4/7/2025	V. Manuel Perez for Supervisor 2026	$5,000.00	F497P1 (Late contributions received) SCH: 497P1	Morongo Band of Mission Indians
4/3/2025	V. Manuel Perez for Supervisor 2026	$2,500.00	F460A (Monetary contributions) SCH: 460A	Schuyler Joyner
4/3/2025	V. Manuel Perez for Supervisor 2026	$100.30	F460E (Payments made) SCH: 460E	Anedot
4/3/2025	V. Manuel Perez for Supervisor 2026	$2,500.00	F497P1 (Late contributions received) SCH: 497P1	Schuyler Joyner
4/1/2025	V. Manuel Perez for Supervisor 2026	$3,452.39	F460G (Payment made by agent) SCH: 460G	Los Angeles Dodgers
3/25/2025	V. Manuel Perez for Supervisor 2026	$313.67	F460E (Payments made) SCH: 460E	Pedro Aceves
3/20/2025	Wintec Energy Ltd; Frederick W. Noble; SRG; DD Land Company, LLC DE Land Company, LLC	$20,000.00	F461P5 (Contributions and expenditures made) SCH: 461P5	V. Manuel Perez For Supervisor 2026

Date	Filer Name	Amount	Type	Entity / Payee
	and Affiliated Entities			
3/5/2025	V. Manuel Perez for Supervisor 2026	$6,984.16	F460E (Payments made) SCH: 460E	Troast & Associates
3/3/2025	V. Manuel Perez for Supervisor 2026	$528.50	F460E (Payments made) SCH: 460E	Old Ebbitt Grill
2/28/2025	V. Manuel Perez for Supervisor 2026	$539.00	F460G (Payment made by agent) SCH: 460G	Viator
2/26/2025	V. Manuel Perez for Supervisor 2026	$12,000.00	F460G (Payment made by agent) SCH: 460G	Los Angeles Dodgers
2/5/2025	V. Manuel Perez for Supervisor 2026	$964.42	F460E (Payments made) SCH: 460E	Costco
1/10/2025	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Pablo Ivan Vargas
1/2/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460E (Payments made) SCH: 460E	Steven Hernande
12/26/2024	V. Manuel Perez for Supervisor 2026	$114.19	F460E (Payments made) SCH: 460E	Desert Promotions
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Guillermo Gonzalez
12/19/2024	V. Manuel Perez for Supervisor 2026	$150.00	F460E (Payments made) SCH: 460E	Grace Gardner
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made)	Pedro Aceves

Date	Filer Name	Amount	Type	Entity / Payee
			SCH: 460E	
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Victoria Perez
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Margarita Felix
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Esmeralda Perez
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Amy Cuen
12/19/2024	V. Manuel Perez for Supervisor 2026	$406.92	F460E (Payments made) SCH: 460E	Costco
12/19/2024	V. Manuel Perez for Supervisor 2026	$380.61	F460I (Misc Increases to cash) SCH: 460I	Costco
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Olga Rojas
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Alexis Perez
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Pat Cooper
12/19/2024	V. Manuel Perez for Supervisor 2026	$500.00	F460E (Payments made) SCH: 460E	Steven Hernande

Date	Filer Name	Amount	Type	Entity / Payee
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Darin Schemmer
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Stephanie Virgen
12/19/2024	V. Manuel Perez for Supervisor 2026	$200.00	F460E (Payments made) SCH: 460E	Clara Dominguez
12/19/2024	V. Manuel Perez for Supervisor 2026	$1,200.00	F460E (Payments made) SCH: 460E	Eevaan Tre (Ivan Garcia)
12/16/2024	V. Manuel Perez for Supervisor 2026	$10,000.00	F497P1 (Late contributions received) SCH: 497P1	Kali Chaudhuri
12/16/2024	V. Manuel Perez for Supervisor 2026	$10,000.00	F460A (Monetary contributions) SCH: 460A	Kali Chaudhuri
12/3/2024	V. Manuel Perez for Supervisor 2026	$420.00	F460E (Payments made) SCH: 460E	Riverside County Executive Office
11/24/2024	V. Manuel Perez for Supervisor 2026	$7,500.00	F460E (Payments made) SCH: 460E	JPM&M Inc.
11/5/2024	Gonzalez Beatriz for Desert Community College Board Trustee 2024	$2,000.00	F497P1 (Late contributions received) SCH: 497P1	V. Manuel Perez for Supervisor 2022
11/5/2024	Gonzalez Beatriz for Desert Community College Board Trustee 2024	$2,000.00	F460A (Monetary contributions) SCH: 460A	V. Manuel Perez for Supervisor 2022

Date	Filer Name	Amount	Type	Entity / Payee
11/5/2024	Gonzalez Beatriz for Desert Community College Board Trustee 2024	$2,000.00	F460A (Monetary contributions) SCH: 460A	**V. Manuel Perez for Supervisor 2022**
11/4/2024	V. Manuel Perez for Supervisor 2026	$2,000.00	F497P2 (Late contributions made) SCH: 497P2	**Beatriz Gonzalez for Desert Community College Board Trustee 2024**
11/4/2024	V. Manuel Perez for Supervisor 2026	$2,000.00	F460D (Summary of expenditures) SCH: 460D	**Beatriz Gonzalez for Desert Community College Board Trustee 2024**

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Date	Filer Name	Amount	Type	Entity / Payee
2/22/2023	V. Manuel Perez for Supervisor 2026	$52.55	F460E (Payments made) SCH: 460E	Bank of America
2/20/2023	V. Manuel Perez for Supervisor 2026	$567.11	F460E (Payments made) SCH: 460E	El Mexicali II Caf I
2/16/2023	V. Manuel Perez for Supervisor 2026	$374.96	F460E (Payments made) SCH: 460E	WalMart
2/13/2023	V. Manuel Perez for Supervisor 2026	$425.10	F460E (Payments made)	Extra Space Storage

Date	Filer Name	Amount	Type	Entity / Payee
			SCH: 460E	
2/7/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F460E (Payments made) SCH: 460E	Brian Nestande
2/4/2023	V. Manuel Perez for Supervisor 2026	$300.35	F460E (Payments made) SCH: 460E	Original Joe's
2/2/2023	V. Manuel Perez for Supervisor 2026	$565.96	F460E (Payments made) SCH: 460E	LGS Prime Steakhouse
1/29/2023	V. Manuel Perez for Supervisor 2026	$1,924.68	F460E (Payments made) SCH: 460E	Spotlight Casino
1/25/2023	V. Manuel Perez for Supervisor 2026	$6,200.00	F460E (Payments made) SCH: 460E	Troast & Associates
1/13/2023	Perez for College of the Desert Board of Trustees 2026	$500.00	F460A (Monetary contributions) SCH: 460A	V Manuel Perez for Supervisor
1/13/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F460E (Payments made) SCH: 460E	Brian Nestande
1/13/2023	V. Manuel Perez for Supervisor 2026	$500.00	F460D (Summary of expenditures) SCH: 460D	Ruben Perez for Desert Community College District
1/13/2023	V. Manuel Perez for Supervisor 2026	$500.00	F460E (Payments made) SCH: 460E	Ruben Perez for Desert Community College District
1/13/2023	V. Manuel Perez for Supervisor 2026	$425.10	F460E (Payments made) SCH: 460E	Extra Space Storage

Date	Filer Name	Amount	Type	Entity / Payee
12/31/2022	V. Manuel Perez for Supervisor 2022	$20,000.00	F497P1 (Late contributions received) SCH: 497P1	Majestic Freeway Business Center, LLC (Edward Roski, Jr.)
12/31/2022	V. Manuel Perez for Supervisor 2022	$20,000.00	F460A (Monetary contributions) SCH: 460A	Majestic Freeway Business Center, LLC (Edward Roski, Jr.)
12/15/2022	V. Manuel Perez for Supervisor 2022	$500.00	F460D (Summary of expenditures) SCH: 460D	Latinas Lead California
12/15/2022	V. Manuel Perez for Supervisor 2022	$500.00	F460E (Payments made) SCH: 460E	Latinas Lead California
12/13/2022	V. Manuel Perez for Supervisor 2022	$2,000.00	F460D (Summary of expenditures) SCH: 460D	Latinas Lead California
12/13/2022	V. Manuel Perez for Supervisor 2022	$425.10	F460E (Payments made) SCH: 460E	Extra Space Storage
12/13/2022	V. Manuel Perez for Supervisor 2022	$2,000.00	F460E (Payments made) SCH: 460E	Latinas Lead California
12/9/2022	V. Manuel Perez for Supervisor 2022	$20.30	F460E (Payments made) SCH: 460E	Anedot
12/6/2022	V. Manuel Perez for Supervisor 2022	$110.71	F460E (Payments made) SCH: 460E	The Historic Mission Inn
12/1/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460E (Payments made) SCH: 460E	Brian Nestande

Date	Filer Name	Amount	Type	Entity / Payee
11/30/2022	V. Manuel Perez for Supervisor 2022	$130.02	F460E (Payments made) SCH: 460E	Cafe at Shields
11/17/2022	V. Manuel Perez for Supervisor 2022	$475.52	F460E (Payments made) SCH: 460E	Naples
11/13/2022	V. Manuel Perez for Supervisor 2022	$425.10	F460E (Payments made) SCH: 460E	Extra Space Storage
11/10/2022	V. Manuel Perez for Supervisor 2022	$750.00	F460E (Payments made) SCH: 460E	Troast & Associates
11/8/2022	V. Manuel Perez for Supervisor 2022	$137.83	F460E (Payments made) SCH: 460E	Heroes Restaurar & Brewery
10/27/2022	Committee to Elect Jacob Alvarez for DSUD 2022	$3,000.00	F460A (Monetary contributions) SCH: 460A	V. Manuel Perez for Supervisor 2022
10/24/2022	V. Manuel Perez for Supervisor 2022	$3,000.00	F497P2 (Late contributions made) SCH: 497P2	Committee to Elect Jacob Alvarez for DSUI 2022 Trustee Are 2
10/24/2022	V. Manuel Perez for Supervisor 2022	$3,000.00	F460D (Summary of expenditures) SCH: 460D	Committee to Elect Jacob Alvarez for DSUI 2022 Trustee Are 2
10/24/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460E (Payments made) SCH: 460E	Brian Nestande
10/24/2022	V. Manuel Perez for Supervisor 2022	$3,000.00	F460E (Payments made) SCH: 460E	Committee to Elect Jacob Alvarez for DSUI 2022 Trustee Are 2

Date	Filer Name	Amount	Type	Entity / Payee
10/18/2022	V. Manuel Perez for Supervisor 2022	$337.50	F460E (Payments made) SCH: 460E	Campaign Financ Services
10/17/2022	Dr. Noemi Hernandez Alexander for Riverside Unified School District, Area 1, 2022	$2,500.00	F497P1 (Late contributions received) SCH: 497P1	V Manuel Perez for Supervisor 2022
10/17/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460A (Monetary contributions) SCH: 460A	Harold Matzner
10/17/2022	V. Manuel Perez for Supervisor 2022	$494.50	F460E (Payments made) SCH: 460E	San Diego Padres
10/17/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F497P1 (Late contributions received) SCH: 497P1	Harold Matzner
10/17/2022	Dr. Noemi Hernandez Alexander for Riverside Unified School District, Area 1, 2022	$2,500.00	F460A (Monetary contributions) SCH: 460A	V Manuel Perez for Supervisor 2022
10/13/2022	V. Manuel Perez for Supervisor 2022	$425.10	F460E (Payments made) SCH: 460E	Extra Space Storage
10/12/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460D (Summary of expenditures) SCH: 460D	Democratic Women of the Desert
10/12/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460E (Payments made) SCH: 460E	Democratic Women of the Desert

Date	Filer Name	Amount	Type	Entity / Payee
10/12/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Dr. Noemi Hernandez Alexander for Riverside Unified School District, Area 1, 2022
10/12/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F497P2 (Late contributions made) SCH: 497P2	Jonathan Becerra for Indio City Council 2022
10/12/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Dr. Noemi Hernandez Alexander for Riverside Unified School District, Area 1, 2022
10/12/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F497P1 (Late contributions received) SCH: 497P1	Harold Matzner
10/12/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460D (Summary of expenditures) SCH: 460D	Jonathan Becerra for Indio City Council 2022
10/12/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460E (Payments made) SCH: 460E	Jonathan Becerra for Indio City Council 2022
10/12/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F497P2 (Late contributions made) SCH: 497P2	Democratic Women of the Desert
10/12/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460A (Monetary contributions) SCH: 460A	Harold Matzner
10/12/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Dr. Noemi Hernandez Alexander for Riverside Unified School District, Area 1, 2022

Date	Filer Name	Amount	Type	Entity / Payee
10/6/2022	V. Manuel Perez for Supervisor 2022	$260.72	F460E (Payments made) SCH: 460E	Hampton Inn
9/24/2022	Acuna 4 CVUSD Trustee 2022	$2,500.00	F460A (Monetary contributions) SCH: 460A	V. Manuel Perez for Supervisor 2022
9/24/2022	Acuna 4 CVUSD Trustee 2022	$2,500.00	F460A (Monetary contributions) SCH: 460A	V. Manuel Perez for Supervisor 2022
9/24/2022	Acuna 4 CVUSD Trustee 2022	$2,500.00	F497P1 (Late contributions received) SCH: 497P1	V. Manuel Perez for Supervisor 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Acuna 4 CVUSD 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Acuna 4 CVUSD 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Kimberly Barraza for Desert Health Care District, Zone 6 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Hurtado for Mayo 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Californians for a Better Futre
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Kimberly Barraza for Desert Health Care District, Zone 6 2022

Date	Filer Name	Amount	Type	Entity / Payee
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Acuna 4 CVUSD 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Californians for a Better Futre
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Californians for a Better Futre
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Hurtado for Mayo 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Hurtado for Mayo 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Kimberly Barraza for Desert Health Care District, Zone 6 2022
9/21/2022	V. Manuel Perez for Supervisor 2022	$173.91	F460E (Payments made) SCH: 460E	Casuelas Cafe
9/21/2022	Re-Elect Aurora Wilson to COD Board 2022	$2,500.00	F460A (Monetary contributions) SCH: 460A	V. Manuel Perez For Supervisor 2022
9/21/2022	Re-Elect Aurora Wilson to COD Board 2022	$2,500.00	F497P1 (Late contributions received) SCH: 497P1	V. Manuel Perez For Supervisor 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460E (Payments made) SCH: 460E	Stephanie Virgen for Coachella City Council 2022

Date	Filer Name	Amount	Type	Entity / Payee
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Grace Garner for Palm Springs City Council, District 1 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460E (Payments made) SCH: 460E	Brian Nestande
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Committee to Elect Natalia Gonzalez for Desert Recreatior Board 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Committee to Elect Natalia Gonzalez for Desert Recreatior Board 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$1,000.00	F497P2 (Late contributions made) SCH: 497P2	Jan Pye for Deser Hot Springs City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Rick Saldivar for City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Grace Garner for Palm Springs City Council, District 1 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460D (Summary of expenditures) SCH: 460D	Steven Hernande for Mayor 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460D (Summary of expenditures) SCH: 460D	Stephanie Virgen for Coachella City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$1,000.00	F460D (Summary of expenditures) SCH: 460D	Jan Pye for Deser Hot Springs City Council 2022

Date	Filer Name	Amount	Type	Entity / Payee
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460D (Summary of expenditures) SCH: 460D	Josie Gonzalez fo Coachella City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Rick Saldivar for City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Re-Elect Aurora Wilson to College of the Desert Board 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F497P2 (Late contributions made) SCH: 497P2	Stephanie Virgen for Coachella City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$425.10	F460E (Payments made) SCH: 460E	Extra Space Storage
9/13/2022	V. Manuel Perez for Supervisor 2022	$1,000.00	F460E (Payments made) SCH: 460E	Jan Pye for Deser Hot Springs City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F497P2 (Late contributions made) SCH: 497P2	Steven Hernande for Mayor 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Rick Saldivar for City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460E (Payments made) SCH: 460E	Steven Hernande for Mayor 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Re-Elect Aurora Wilson to College of the Desert Board 2022

Date	Filer Name	Amount	Type	Entity / Payee
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Re-Elect Aurora Wilson to College of the Desert Board 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460E (Payments made) SCH: 460E	Josie Gonzalez fo Coachella City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Committee to Elect Natalia Gonzalez for Desert Recreatior Board 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F497P2 (Late contributions made) SCH: 497P2	Josie Gonzalez fo Coachella City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Grace Garner for Palm Springs City Council, District 1 2022
9/12/2022	V. Manuel Perez for Supervisor 2022	$5,500.00	F460E (Payments made) SCH: 460E	Jesus Gonzalez
9/7/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Troast & Associates
8/23/2022	V. Manuel Perez for Supervisor 2022	$579.78	F460E (Payments made) SCH: 460E	Hotel Lulu

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12/27/2023	Re-Elect Chuck Washington Supervisor 2024	$2,500.00	F497P1 (Late contributions received) SCH: 497P1	V. Manuel Perez for Supervisor 2022
12/27/2023	V. Manuel Perez for Supervisor 2026	$5,500.00	F497P2 (Late contributions made) SCH: 497P2	Joey Acuna for Assembly 2024
12/27/2023	Re-Elect Chuck Washington Supervisor 2024	$2,500.00	F460A (Monetary contributions) SCH: 460A	V. Manuel Perez for Supervisor 2022
12/27/2023	V. Manuel Perez for Supervisor 2026	$5,500.00	F460E (Payments made)	Joey Acuna for Assembly 2024

Date	Filer Name	Amount	Type	Entity / Payee
			SCH: 460E	
12/27/2023	V. Manuel Perez for Supervisor 2026	$5,500.00	F460D (Summary of expenditures) SCH: 460D	Joey Acuna for Assembly 2024
12/27/2023	Re-Elect Chuck Washington Supervisor 2024	$2,500.00	F460A (Monetary contributions) SCH: 460A	V. Manuel Perez for Supervisor 2022
12/18/2023	V. Manuel Perez for Supervisor 2026	$137.04	F460E (Payments made) SCH: 460E	Ayres Suites Diamond Bar
12/13/2023	V. Manuel Perez for Supervisor 2026	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Re-Elect Chuck Washington Supervisor 2024
12/13/2023	V. Manuel Perez for Supervisor 2026	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Re-Elect Chuck Washington Supervisor 2024
12/13/2023	V. Manuel Perez for Supervisor 2026	$2,500.00	F460E (Payments made) SCH: 460E	Re-Elect Chuck Washington Supervisor 2024
12/12/2023	V. Manuel Perez for Supervisor 2026	$1,500.00	F460E (Payments made) SCH: 460E	Nestande and Associates
12/12/2023	V. Manuel Perez for Supervisor 2026	$626.45	F460E (Payments made) SCH: 460E	Campaign Financ Services
12/11/2023	V. Manuel Perez for Supervisor 2026	$28.00	F460E (Payments made) SCH: 460E	Southwest Airlines
12/4/2023	V. Manuel Perez for Supervisor 2026	$240.00	F460E (Payments made) SCH: 460E	Riverside County Executive Office

Date	Filer Name	Amount	Type	Entity / Payee
12/4/2023	V. Manuel Perez for Supervisor 2026	$4,500.00	F460E (Payments made) SCH: 460E	Nestande and Associates
12/4/2023	V. Manuel Perez for Supervisor 2026	$1,200.00	F460E (Payments made) SCH: 460E	Troast & Associates
11/21/2023	V. Manuel Perez for Supervisor 2026	$1,450.00	F460E (Payments made) SCH: 460E	Mariachi Estrella, LLC
11/21/2023	V. Manuel Perez for Supervisor 2026	$4,602.07	F460E (Payments made) SCH: 460E	El Mexicali II Caf I
11/20/2023	V. Manuel Perez for Supervisor 2026	$196.34	F460E (Payments made) SCH: 460E	Meraki Plants
11/20/2023	V. Manuel Perez for Supervisor 2026	$202.56	F460E (Payments made) SCH: 460E	HomeGoods
11/20/2023	V. Manuel Perez for Supervisor 2026	$1,250.00	F460E (Payments made) SCH: 460E	Riverside County Democratic Central Committee
11/20/2023	V. Manuel Perez for Supervisor 2026	$6,000.00	F460E (Payments made) SCH: 460E	Nestande and Associates
11/20/2023	V. Manuel Perez for Supervisor 2026	$1,250.00	F460D (Summary of expenditures) SCH: 460D	Riverside County Democratic Central Committee
11/20/2023	V. Manuel Perez for Supervisor 2026	$647.02	F460E (Payments made) SCH: 460E	Harris' Restauran - The San Francisco Steakhouse

Date	Filer Name	Amount	Type	Entity / Payee
11/20/2023	V. Manuel Perez for Supervisor 2026	$417.69	F460E (Payments made) SCH: 460E	The Historic Mission Inn
11/15/2023	V. Manuel Perez for Supervisor 2026	$551.75	F460E (Payments made) SCH: 460E	Amy Cuen
11/15/2023	V. Manuel Perez for Supervisor 2026	$1,000.00	F460E (Payments made) SCH: 460E	Troast & Associates
11/13/2023	V. Manuel Perez for Supervisor 2026	$449.10	F460E (Payments made) SCH: 460E	Extra Space Storage
11/2/2023	V. Manuel Perez for Supervisor 2026	$249.00	F460A (Monetary contributions) SCH: 460A	Lewis Pacific Partners
10/31/2023	V. Manuel Perez for Supervisor 2026	$461.67	F460E (Payments made) SCH: 460E	Victoria Perez
10/18/2023	V. Manuel Perez for Supervisor 2026	$7,100.00	F460E (Payments made) SCH: 460E	Troast & Associates
10/13/2023	V. Manuel Perez for Supervisor 2026	$449.10	F460E (Payments made) SCH: 460E	Extra Space Storage
10/4/2023	V. Manuel Perez for Supervisor 2026	$6,000.00	F460E (Payments made) SCH: 460E	Nestande and Associates
9/26/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F460E (Payments made) SCH: 460E	Riverside Sheriff's Association

Date	Filer Name	Amount	Type	Entity / Payee
9/20/2023	V. Manuel Perez for Supervisor 2026	$7,000.00	F460E (Payments made) SCH: 460E	Troast & Associates
9/14/2023	V. Manuel Perez for Supervisor 2026	$449.10	F460E (Payments made) SCH: 460E	Extra Space Storage
9/8/2023	V. Manuel Perez for Supervisor 2026	$6,000.00	F460E (Payments made) SCH: 460E	Nestande and Associates
8/14/2023	V. Manuel Perez for Supervisor 2026	$449.10	F460E (Payments made) SCH: 460E	Extra Space Storage
8/11/2023	V. Manuel Perez for Supervisor 2026	$347.95	F460E (Payments made) SCH: 460E	Campaign Financ Services
8/7/2023	V. Manuel Perez for Supervisor 2026	$20,000.00	F497P1 (Late contributions received) SCH: 497P1	Frederick Noble and Affiliated Entities
8/7/2023	V. Manuel Perez for Supervisor 2026	$20,000.00	F460A (Monetary contributions) SCH: 460A	Frederick Noble and Affiliated Entities
8/2/2023	V. Manuel Perez for Supervisor 2026	$2,917.50	F460E (Payments made) SCH: 460E	Kaufman Legal Group
8/1/2023	V. Manuel Perez for Supervisor 2026	$10,000.00	F497P1 (Late contributions received) SCH: 497P1	Riverside County Deputy District Attorney's Association PAC
8/1/2023	V. Manuel Perez for Supervisor 2026	$1,000.00	F497P1 (Late contributions received) SCH: 497P1	Molina Healthcare, Inc

Date	Filer Name	Amount	Type	Entity / Payee
8/1/2023	V. Manuel Perez for Supervisor 2026	$1,000.00	F497P1 (Late contributions received) SCH: 497P1	Riverside Sheriffs Association Education Fund
8/1/2023	V. Manuel Perez for Supervisor 2026	$1,000.00	F460A (Monetary contributions) SCH: 460A	Molina Healthcare, Inc
8/1/2023	V. Manuel Perez for Supervisor 2026	$10,000.00	F460A (Monetary contributions) SCH: 460A	Riverside County Deputy District Attorney's Association PAC
8/1/2023	V. Manuel Perez for Supervisor 2026	$1,000.00	F460A (Monetary contributions) SCH: 460A	Riverside Sheriffs Association Education Fund
7/28/2023	Riverside County Deputy District Attorneys' Association PAC - Sponsored by Riverside County Deputy District Attorneys' Association	$10,000.00	F460E (Payments made) SCH: 460E	V. Manuel Perez for Supervisor 2026
7/27/2023	V. Manuel Perez for Supervisor 2026	$765.98	F460E (Payments made) SCH: 460E	Steven Hernande:
7/27/2023	V. Manuel Perez for Supervisor 2026	$6,000.00	F460E (Payments made) SCH: 460E	Nestande and Associates
7/18/2023	V. Manuel Perez for Supervisor 2026	$2,003.18	F460E (Payments made) SCH: 460E	Recreational and Outdoor Rentals
7/15/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F497P1 (Late contributions received) SCH: 497P1	Kali Chaudhuri
7/15/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F460A (Monetary contributions) SCH: 460A	Kali Chaudhuri

Date	Filer Name	Amount	Type	Entity / Payee
7/13/2023	V. Manuel Perez for Supervisor 2026	$449.10	F460E (Payments made) SCH: 460E	Extra Space Storage
7/13/2023	V. Manuel Perez for Supervisor 2026	$3,350.00	F460E (Payments made) SCH: 460E	Troast & Associates
7/13/2023	V. Manuel Perez for Supervisor 2026	$9,500.00	F460E (Payments made) SCH: 460E	Mary Escamilla
7/6/2023	V. Manuel Perez for Supervisor 2026	$2,500.00	F460E (Payments made) SCH: 460E	Troast & Associates
6/30/2023	V. Manuel Perez for Supervisor 2022	$1,000.00	F497P1 (Late contributions received) SCH: 497P1	Laborer's International Union of North America
6/30/2023	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P1 (Late contributions received) SCH: 497P1	Douglas Jones
6/30/2023	V. Manuel Perez for Supervisor 2026	$1,000.00	F497P1 (Late contributions received) SCH: 497P1	Southern California District Council of Laborers Small Contributor PAC
6/30/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F497P1 (Late contributions received) SCH: 497P1	Capital Building Services, Inc.
6/30/2023	V. Manuel Perez for Supervisor 2026	$4,000.00	F497P1 (Late contributions received) SCH: 497P1	LCCC PAC, A Bi-Partisan Coalition of Municipal, County, Latino Appointed and Elected Leaders
6/30/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F497P1 (Late contributions received) SCH: 497P1	Mediwaste Disposal LLC; Ryan Oganesian

Date	Filer Name	Amount	Type	Entity / Payee
6/30/2023	V. Manuel Perez for Supervisor 2026	$1,000.00	F497P1 (Late contributions received) SCH: 497P1	Cole 2X Cole, LLC (Steven R. Ozuna)
6/30/2023	V. Manuel Perez for Supervisor 2026	$1,000.00	F460A (Monetary contributions) SCH: 460A	Laborer's International Union of North America
6/30/2023	V. Manuel Perez for Supervisor 2026	$2,500.00	F460A (Monetary contributions) SCH: 460A	Douglas Jones
6/30/2023	V. Manuel Perez for Supervisor 2026	$4,000.00	F460A (Monetary contributions) SCH: 460A	LCCC PAC, A Bi-Partisan Coalition of Municipal, County, Latino Appointed and Elected Leaders
6/30/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F460A (Monetary contributions) SCH: 460A	Capital Building Services, Inc.
6/30/2023	V. Manuel Perez for Supervisor 2026	$1,000.00	F460A (Monetary contributions) SCH: 460A	Cole 2X Cole, LLC (Steven R. Ozuna)
6/30/2023	V. Manuel Perez for Supervisor 2026	$1,000.00	F460A (Monetary contributions) SCH: 460A	Southern California District Council of Laborers Small Contributor PAC
6/30/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F460A (Monetary contributions) SCH: 460A	Mediwaste Disposal LLC; Ryan Oganesian
6/29/2023	V. Manuel Perez for Supervisor 2026	$400.30	F460E (Payments made) SCH: 460E	Anedot
6/29/2023	V. Manuel Perez for Supervisor 2026	$325.57	F460E (Payments made) SCH: 460E	Fantasy Springs

Date	Filer Name	Amount	Type	Entity / Payee
6/28/2023	V. Manuel Perez for Supervisor 2026	$10,000.00	F460E (Payments made) SCH: 460E	Steven Hernande
6/27/2023	V. Manuel Perez for Supervisor 2022	$5,000.00	F497P1 (Late contributions received) SCH: 497P1	Thermal Operating Company LLCDBA The Thermal Club Tim Rogers
6/27/2023	V. Manuel Perez for Supervisor 2022	$10,000.00	F497P1 (Late contributions received) SCH: 497P1	Alexander Haagar
6/27/2023	V. Manuel Perez for Supervisor 2026	$249.00	F460A (Monetary contributions) SCH: 460A	Palm Communitie
6/27/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F460A (Monetary contributions) SCH: 460A	Thermal Operating Company LLCDBA The Thermal Club Tim Rogers
6/27/2023	V. Manuel Perez for Supervisor 2026	$10,000.00	F460A (Monetary contributions) SCH: 460A	Alexander Haagar
6/23/2023	Laborer's Union Local No. 777 Political Action Committee	$10,000.00	F497P2 (Late contributions made) SCH: 497P2	V. Manuel Perez for Supervisor 2022
6/23/2023	Laborers' Local 1184 Political Campaign Fund	$1,000.00	F450P5 (Payments made) SCH: 450P5	V Manuel Perez
6/15/2023	V. Manuel Perez for Supervisor 2026	$60.69	F460E (Payments made) SCH: 460E	Bank of America
6/13/2023	V. Manuel Perez for Supervisor 2026	$449.10	F460E (Payments made) SCH: 460E	Extra Space Storage

Date	Filer Name	Amount	Type	Entity / Payee
6/1/2023	V. Manuel Perez for Supervisor 2026	$1,000.00	F460I (Misc Increases to cash) SCH: 460I	Kevin De Leon for Mayor 2022
6/1/2023	V. Manuel Perez for Supervisor 2026	$2,373.36	F460E (Payments made) SCH: 460E	Spencer's Restaurant
6/1/2023	V. Manuel Perez for Supervisor 2026	$7,500.00	F460E (Payments made) SCH: 460E	Optimum Strategies, LLC
6/1/2023	V. Manuel Perez for Supervisor 2026	$999.00	F460I (Misc Increases to cash) SCH: 460I	Cristina Garcia fo Congress
5/23/2023	V. Manuel Perez for Supervisor 2026	$642.48	F460E (Payments made) SCH: 460E	Alamo
5/23/2023	V. Manuel Perez for Supervisor 2026	$586.40	F460E (Payments made) SCH: 460E	Hyatt Place
5/23/2023	V. Manuel Perez for Supervisor 2026	$695.95	F460E (Payments made) SCH: 460E	Hyatt Place
5/18/2023	V. Manuel Perez for Supervisor 2026	$52,500.00	F460E (Payments made) SCH: 460E	Prime Strategies
5/13/2023	V. Manuel Perez for Supervisor 2026	$449.10	F460E (Payments made) SCH: 460E	Extra Space Storage
5/2/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F460E (Payments made) SCH: 460E	Optimum Strategies, LLC

Date	Filer Name	Amount	Type	Entity / Payee
4/26/2023	V. Manuel Perez for Supervisor 2026	$1,000.00	F460E (Payments made) SCH: 460E	**Casuelas Cafe**
4/25/2023	V. Manuel Perez for Supervisor 2026	$383.44	F460E (Payments made) SCH: 460E	**Amy Cuen**
4/25/2023	V. Manuel Perez for Supervisor 2026	$500.00	F460E (Payments made) SCH: 460E	**Rafael Lopez**
4/24/2023	V. Manuel Perez for Supervisor 2026	$374.17	F460E (Payments made) SCH: 460E	**Jaime Alonso**
4/19/2023	V. Manuel Perez for Supervisor 2026	$122.64	F460E (Payments made) SCH: 460E	**Proabition**
4/13/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F460E (Payments made) SCH: 460E	**Troast & Associates**

Displaying 100 of 130 matching results

Results per page: 100

« Prev Page 1 of 2 Next » »

SUPERVISOR V. MANUEL PEREZ
FOURTH DISTRICT

March 9, 2026

To Whom It May Concern,

As Riverside County Supervisor for the Fourth District, representing the Coachella Valley, eastern Riverside County and the mountain communities, I closely follow projects that have the potential to shape our economic future while supporting responsible infrastructure development.

The Coachella Municipal Utility and the associated Coachella Data Center campus represent one of the most significant infrastructure opportunities for eastern Riverside County in recent years. I am pleased to offer my strong support for the City of Coachella's effort to establish the Coachella Municipal Utility and advance development of the Coachella Data Center campus, including both Phase I and Phase II. This initiative represents a meaningful opportunity to strengthen the regional economy, attract long-term investment and support sustainable infrastructure growth throughout the Coachella Valley.

The proposed project will generate substantial economic benefits for the City of Coachella and its residents. Based on current city and project estimates, the project is expected to generate approximately $50 million in new revenue for the city through utility operations, local taxes, fees and associated economic activity. For a city the size of Coachella, this level of new revenue could meaningfully strengthen the city's long-term fiscal capacity. These revenues will provide long-term resources that can be reinvested into public safety, infrastructure improvements, parks and community programs that directly benefit residents throughout the city.

The benefits of this project extend well beyond the municipal boundaries of Coachella. Construction of the data center campus will generate skilled construction employment, regional contracting opportunities and increased economic activity across the Coachella Valley. Projects of this scale also create opportunities to expand workforce training partnerships that serve residents of the Coachella Valley. Once operational, the facilities will support permanent technical and operational jobs while bringing modern digital infrastructure to eastern Riverside County. This type of infrastructure is increasingly necessary to support economic diversification and attract investment in technology driven industries.

EXHIBIT E3-07

VIDEO REFERENCE — CITY OF COACHELLA CITY COUNCIL REGULAR MEETING

FPPC Complaint — Victor Manuel Perez

Meeting:	City of Coachella City Council Regular Meeting
Date:	May 27, 2026
Source:	YouTube (City of Coachella official channel)
URL:	https://www.youtube.com/watch?v=FI1i-FUjboc
Accessed:	June 3, 2026

PURPOSE OF THIS EXHIBIT

This exhibit identifies the specific timestamps within the May 27, 2026 City of Coachella City Council Regular Meeting recording at which the complainant, Francisco Molina, made on-record public statements regarding Supervisor Victor Manuel Perez's documented campaign contributions from Beverly Bailey, mandatory recusal obligations under Government Code Section 84308 as strengthened by SB 1439, and Supervisor Perez's March 9, 2026 letter of support for Stronghold Power Systems.

RELEVANT TIMESTAMPS AND STATEMENTS

Timestamp 1:10:45
Speaker: Francisco Molina, Complainant (public comment)

Summary: Complainant identifies Supervisor Perez as the same supervisor who received documented campaign contributions from Beverly Bailey, president of Stronghold Power Systems, across multiple election cycles, and who on March 9, 2026 wrote a formal letter of support directly to Stronghold praising the project including Phase 2, which involves the annexation of parts of Thermal for additional data centers.

Relevance to Complaint: Places on the public record the documented financial relationship between Supervisor Perez and Stronghold’s principal Beverly Bailey, and Perez’s participation in a proceeding involving Stronghold through his March 9, 2026 letter of support.

Timestamp 1:11:29
Speaker: Francisco Molina, Complainant (public comment)

Summary: Complainant cites California Government Code Section 84308, the Levine Act strengthened by SB 1439 in 2023, stating that elected officials are prohibited from participating in any proceeding involving a license, permit, or entitlement for use when they have accepted campaign contributions exceeding $250 from a party to that proceeding. Complainant states the documented contributions from Beverly Bailey and Stronghold to Supervisor Perez span multiple election cycles.

Relevance to Complaint: Places the specific statutory basis for the mandatory recusal obligation on the public record.

Timestamp 1:11:58
Speaker: Francisco Molina, Complainant (public comment)

Summary: Complainant asks on the public record: “Was this council fully informed of council member Virgen’s relationship with Supervisor Perez’s office before the February 11th vote? And if not, why not?” No council member or city attorney responded to this question.

Relevance to Complaint: Establishes that the Perez-Virgen financial relationship and dual-role conflict was raised on the public record and that no disclosure or acknowledgment was made by any council member or city attorney.

NOTE: The complete video recording is publicly accessible at the URL above. Complainant reserves the right to submit a full transcript or certified copy of the recording upon request by the Commission.

Prepared by: Francisco Molina, Complainant

Date Prepared: June 3, 2026

Contact: cityofcoachellawatchdogs@gmail.com

Name Search - Web

Individual Names should be entered **Last First MI** (i.e. Smith James M). For a broader search, use only a last name and first initial.

Organizational Names should be entered **as they are spelled** (i.e. Riverside Bank).

Recorder Documents are indexed from Jan 1, 1974 through May 6, 2026

Clerk Documents are indexed from Jan 1, 1893 through Apr 17, 2026

Name	Recording Date Start	Recording Date End
stronghold	mm/dd/yyyy	mm/dd/yyyy

Document Types

Use Advanced Name Searching (**What is Advanced Name Searching?**)

Recent searches | Clear Selections | Search

Description (20)

ACCEPTANCE	1
AGREEMENT	3
AGREEMEN…	1
DEED	8

Showing page 1 of 1 for 81 Total Results

Name Search - Web
Name contains stronghold*

D 2025-0327195 • DEED

Recording Date	Grantor (4)	Grantee	# of Pages
10/23/2025 03:34 PM	CHESLER MARTIN NEIL CHESTER MARTI… CHESLER RACHEL	STRONGHOLD POWER SYSTEMS INC	4

Back

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AZIZ AMBR... 1

AZIZ ASIF 1

BAILEY BEV... 4

Apply Filter(s)

D 2025-0168077 • DEED

Recording Date	Grantor (4)	Grantee	# of Pages
06/03/2025 03:31 PM	CALANDRI JOHN A CALANDRI JOHN... NELSON KATHE... NELSON KATHE...	STRONGHOLD POWER SYSTEMS INC	3

N 2022-0251655 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
06/01/2022 04:15 PM	STRONGHOLD ENGINEERING INC UNIVERSITY OF ...		1

L 2022-0115791 • LEASE - CANCEL/TERMINATE

Recording Date	Grantor (3)	Grantee	# of Pages
03/09/2022 12:35 PM	BAILEY SCOTT A BAILEY BEVERL... BAILEY SCOTT &...	STRONGHOLD ENGINEERING INC	4

A 2022-0115791 • AGREEMENT - RELEASE

Recording Date	Grantor (3)	Grantee	# of Pages
03/09/2022 12:35 PM	BAILEY SCOTT A BAILEY BEVERL... BAILEY SCOTT &...	STRONGHOLD ENGINEERING INC	4

R 2022-0115791 • RELEASE

Recording Date	Grantor (3)	Grantee	# of Pages
03/09/2022 12:35 PM	BAILEY SCOTT A BAILEY BEVERL... BAILEY SCOTT &...	STRONGHOLD ENGINEERING INC	4

N 2021-0724223 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
12/08/2021 03:11 PM	STRONGHOLD ENGINEERING INC UNIVERSITY OF ...		1

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Recording Date	Grantor	Grantee (2)	# of Pages
09/22/2021 03:15 PM	CALIFORNIA STATE EMPLOYMENT	STRONGHOLD ENGINEERING STRONG PHILLIP	1

S 2021-0565128 • STATE TAX LIEN - RELEASE

Recording Date	Grantor	Grantee (2)	# of Pages
09/22/2021 03:15 PM	CALIFORNIA STATE EMPLOYMENT	STRONGHOLD ENGINEERING STRONG PHILLIP	1

S 2021-0378444 • STATE TAX LIEN

Recording Date	Grantor (2)	Grantee	# of Pages
06/23/2021 12:12 PM	STRONGHOLD ENGINEERING STRONG PHILLIP	CALIFORNIA STATE EMPLOYMENT	1

S 2021-0289955 • STATE TAX LIEN

Recording Date	Grantor (2)	Grantee	# of Pages
05/11/2021 08:38 AM	STRONGHOLD ENGINEERING STRONG PHILLIP	CALIFORNIA STATE EMPLOYMENT	1

S 2021-0182887 • STATE TAX LIEN

Recording Date	Grantor (2)	Grantee	# of Pages
03/23/2021 02:03 PM	STRONGHOLD ENGINEERING STRONG PHILLIP	CALIFORNIA STATE EMPLOYMENT	1

L 2021-0000543 • LEASE

Recording Date	Grantor	Grantee	# of Pages
01/04/2021 09:01 AM	STRONGHOLD ENGINEERING INCORPORATED	SSI WEST RIVERSIDE LANDFILL LLC	7

L 2021-0000542 • LEASE

Recording Date	Grantor (3)	Grantee	# of Pages
01/04/2021 09:01 AM	RIVERSIDE COUNTY	STRONGHOLD ENGINEERING	11

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S 2020-0283591 • SUBORDINATION

Recording Date	Grantor (2)	Grantee	# of Pages
06/30/2020 04:28 PM	STRONGHOLD ENGINEERING INCORPORATED BAILEY CALIFO…	MUFG UNION BANK N A	8

M 2020-0271613 • MECHANICS LIEN - RELEASE

Recording Date	Grantor	Grantee	# of Pages
06/24/2020 12:39 PM	J GINGER MASONRY LP	STRONGHOLD ENGINEERING INC	1

D 2020-0245197 • DEED

Recording Date	Grantor	Grantee (2)	# of Pages
06/09/2020 04:25 PM	STRONGHOLD LLC	ABEYTA DAVID ABEYTA LISSETTE	2

N 2020-0195293 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
05/06/2020 02:43 PM	STRONGHOLD ENGINEERING INC RIVERSIDE COU…		1

M 2020-0185127 • MECHANICS LIEN/CLAIM OF LIEN

Recording Date	Grantor	Grantee	# of Pages
04/29/2020 10:51 AM	STRONGHOLD ENGINEERING INC	J GINGER MASONRY LP	3

D 2020-0144979 • DEED

Recording Date	Grantor (2)	Grantee (2)	# of Pages
03/30/2020 05:00 PM	STRONGHOLD LLC FRAZILUS VLADI…	MALONE DAVID MALONE NICOL	2

N 2020-0103119 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages

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D 2019-0488811 • DEED

Recording Date	Grantor	Grantee	# of Pages
11/26/2019 11:19 AM	FRAZILUS VLADIMYR	STRONGHOLD LLC	2

D 2019-0466606 • DEED

Recording Date	Grantor	Grantee	# of Pages
11/12/2019 04:14 PM	FRAZILUS JACQUELENE	STRONGHOLD LLC	2

S 2019-0316330 • STATE TAX LIEN - RELEASE

Recording Date	Grantor	Grantee (2)	# of Pages
08/19/2019 10:36 AM	CALIFORNIA STATE EMPLOYMENT	STRONGHOLD ENGINEERING STRONG PHILLIP	1

N 2019-0202451 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
06/05/2019 04:04 PM	STRONGHOLD ENGINEERING INC RIVERSIDE COU…		2

N 2019-0196037 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
05/31/2019 04:07 PM	STRONGHOLD ENGINEERING INC RIVERSIDE CITY		4

E 2019-0082900 • EASEMENT

Recording Date	Grantor	Grantee (2)	# of Pages
03/12/2019 11:59 AM	PROPCORP INC	STRONGHOLD POWER SYSTEMS INC BLACK HAWK III …	25

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S 2018-0476638 • STATE TAX LIEN - RELEASE

Recording Date	Grantor	Grantee (2)	# of Pages
12/06/2018 02:55 PM	CALIFORNIA STATE EMPLOYMENT	STRONGHOLD ENGINEERING STRONG PHILLIP	1

S 2018-0476654 • STATE TAX LIEN - RELEASE

Recording Date	Grantor	Grantee (2)	# of Pages
12/06/2018 02:55 PM	CALIFORNIA STATE EMPLOYMENT	STRONGHOLD ENGINEERING STRONG PHILLIP	1

A 2018-0404062 • AGREEMENT

Recording Date	Grantor (2)	Grantee	# of Pages
10/11/2018 01:59 PM	STRONGHOLD ENGINEERING INC JURUPA VALLEY…		17

S 2018-0369991 • STATE TAX LIEN

Recording Date	Grantor (2)	Grantee	# of Pages
09/14/2018 11:49 AM	STRONGHOLD ENGINEERING STRONG PHILLIP	CALIFORNIA STATE EMPLOYMENT	1

D 2018-0364736 • DEED OF TRUST

Recording Date	Grantor (2)	Grantee	# of Pages
09/11/2018 02:23 PM	AZIZ ASIF AZIZ AMBREEN	STRONGHOLD ASSET MANAGEMENT CORP	4

S 2018-0242887 • STATE TAX LIEN

Recording Date	Grantor (2)	Grantee	# of Pages
06/14/2018 05:00 PM	STRONGHOLD ENGINEERING STRONG PHILLIP	CALIFORNIA STATE EMPLOYMENT	1

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Recording Date	Grantor (2)	Grantee	# of Pages
10/06/2016 11:13 AM	STRONGHOLD ENGINEERING EASTERN MUNI…		2

R 2015-0209713 • RECONVEYANCE

Recording Date	Grantor	Grantee	# of Pages
05/20/2015 08:00 AM		STRONGHOLD CANYON DEVELOPMENT LLC	2

S 2015-0209713 • SUBSTITUTION TRUSTEE

Recording Date	Grantor (2)	Grantee	# of Pages
05/20/2015 08:00 AM	STRONGHOLD CANYON DEVELOPMENT LLC SECURITY BANK…	SECURITY BANK OF CALIFORNIA	2

A 2015-0109085 • AGREEMENT

Recording Date	Grantor (6)	Grantee	# of Pages
03/18/2015 03:56 PM	STRONGHOLD ENGINEERING INCORPORATED BAILEY CALIFO… BAILEY SCOTT A BAILEY BEVERLI…	SECURITY BANK OF CALIFORNIA	11

N 2015-0026654 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
01/22/2015 10:46 AM	STRONGHOLD ENGINEERING INC COACHELLA CITY		1

D 2013-0397079 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (3)	Grantee	# of Pages
08/14/2013 01:26 PM	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC NOMIN	STRONGHOLD FUNDING LLC	1

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N 2013-0308081 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
06/27/2013 09:01 AM	STRONGHOLD ENGINEERING INC RIVERSIDE COU…		2

N 2013-0308083 • NOTICE COMPLETION

Recording Date	Grantor (3)	Grantee	# of Pages
06/27/2013 09:01 AM	STRONGHOLD ENGINEERING INC RIVERSIDE COU… REDEVELOPME…		2

N 2012-0529034 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
11/05/2012 08:56 AM	STRONGHOLD ENGINEERING INCORPORATED RIVERSIDE CITY		3

N 2011-0392336 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
09/02/2011 08:31 AM	STRONGHOLD ENGINEERING INC PALM DESERT C…		1

D 2008-0223320 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (2)	Grantee	# of Pages
04/30/2008 08:00 AM	COUNTRYWIDE HOME LOANS INC ALBILLAR ARTH…	STRONGHOLD SERVICING LLC	3

D 2008-0223321 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (2)	Grantee	# of Pages
04/30/2008 08:00 AM	COUNTRYWIDE HOME LOANS INC CHAVEZ CARMEN	STRONGHOLD SERVICING LLC	3

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Recording Date	Grantor (2)	Grantee	# of Pages
04/30/2008 08:00 AM	COUNTRYWIDE HOME LOANS INC SOLORIO ALFRE…	STRONGHOLD SERVICING LLC	3

T

2007-0732432 • TRUSTEES DEED

Recording Date	Grantor (2)	Grantee	# of Pages
12/06/2007 08:00 AM	FORECLOSURELIN INC TR LEANO RICHARD	STRONGHOLD FUNDING CORP	3

D

2007-0217833 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (2)	Grantee	# of Pages
03/30/2007 08:00 AM	NEW CENTURY MTG CORP ORTEGA BARDO…	STRONGHOLD FUNDING CORP	3

D

2007-0217836 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (2)	Grantee	# of Pages
03/30/2007 08:00 AM	NEW CENTURY MTG CORP PHILLIPS GREG	STRONGHOLD FUNDING CORP	3

D

2007-0217835 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (2)	Grantee	# of Pages
03/30/2007 08:00 AM	NEW CENTURY MTG CORP MACIAS JAVIER	STRONGHOLD FUNDING CORP	3

D

2007-0217834 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (2)	Grantee	# of Pages
03/30/2007 08:00 AM	NEW CENTURY MTG CORP GUTIERREZ VIL…	STRONGHOLD FUNDING CORP	3

D

2007-0149501 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (2)	Grantee	# of Pages
03/05/2007 08:00 AM	GLUCKMAN FINANCIAL SERV	STRONGHOLD FUNDING CORP	2

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M 2006-0876293 • MECHANICS LIEN/CLAIM OF LIEN

Recording Date	Grantor	Grantee	# of Pages
11/29/2006 08:00 AM	STRONGHOLD DEVELOPMENT	ROBERTSONS	1

D 2006-0806425 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (2)	Grantee	# of Pages
11/02/2006 08:00 AM	STRONGHOLD FUNDING CORP WOOD ROBERT …	NKT LAND ACQUISITIONS INC	2

S 2006-0765444 • SUBORDINATION

Recording Date	Grantor (4)	Grantee	# of Pages
10/18/2006 08:00 AM	STRONGHOLD ENGINEERING INC BAILEY SCOTT A… BAILEY SCOTT &… BAILEY BEVERL…	GE COMMERCIAL FINANCE BUSINESS PROP CORP	8

N 2006-0726536 • NOTICE COMPLETION

Recording Date	Grantor (5)	Grantee	# of Pages
10/02/2006 08:00 AM	STRONGHOLD ENGINEERING SAN JACINTO U… CONENGR SILVERCREEK IN… TEMECULA MEC		2

N 2006-0707814 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
09/25/2006 08:00 AM	STRONGHOLD ENGINEERING INC UNIVERSITY OF …		1

N 2006-0684936 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
09/15/2006 08:00 AM	STRONGHOLD ENGINEERING INC MORENO VALLE…		1

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Recording Date	Grantor (2)	Grantee	# of Pages
07/31/2006 08:00 AM	RESIDENTIAL MORTGAGE SOLUTION LLC PATTERSON ALI…	STRONGHOLD FUNDING CORP	2

D 2006-0557244 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (2)	Grantee	# of Pages
07/31/2006 08:00 AM	RESIDENTIAL MORTGAGE SOLUTION LLC ROBERSON DON…	STRONGHOLD FUNDING CORP	2

D 2006-0557245 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (2)	Grantee	# of Pages
07/31/2006 08:00 AM	RESIDENTIAL MORTGAGE SOLUTION LLC WESTON DANIEL L	STRONGHOLD FUNDING CORP	2

D 2006-0550248 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (2)	Grantee	# of Pages
07/27/2006 08:00 AM	RESIDENTIAL MORTGAGE SOLUTION LLC CARRENO FRANK	STRONGHOLD FUNDING CORP	2

D 2006-0550247 • DEED OF TRUST/MORTGAGE - A…

Recording Date	Grantor (2)	Grantee	# of Pages
07/27/2006 08:00 AM	RESIDENTIAL MORTGAGE SOLUTION LLC WOOD ROBERT …	STRONGHOLD FUNDING CORP	2

N 2005-1059463 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
12/23/2005 08:00 AM	STRONGHOLD ENGINEERING INC RIVERSIDE CITY		3

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Recording Date	Grantor (2)	Grantee	# of Pages
12/07/2005 08:00 AM	STRONGHOLD ENGINEERING DESERT SANDS …		1

N 2005-1004326 • NOTICE COMPLETION

Recording Date	Grantor (2)	Grantee	# of Pages
12/05/2005 08:00 AM	STRONGHOLD ENGINEERING DESERT SANDS …		1

D 2003-801857 • DEED

Recording Date	Grantor	Grantee (2)	# of Pages
10/10/2003 08:00 AM	STRONGHOLD DEVELOPMENT	BAILEY SCOTT A BAILEY BEVERL…	3

A 2001-366677 • AGREEMENT

Recording Date	Grantor	Grantee	# of Pages
08/03/2001 08:00 AM	STRONGHOLD DEVELOPMENT	RIVERSIDE CITY	4

D 1999-107853 • DEED

Recording Date	Grantor (2)	Grantee	# of Pages
03/16/1999 06:00 AM	LABITA LORI LABITA MICHAEL	STRONGHOLD DEVELOPMENT	1

P 1999-107854 • PARTNERSHIP STATEMENT/CERTI…

Recording Date	Grantor	Grantee	# of Pages
03/16/1999 06:00 AM	STRONGHOLD DEVELOPMENT		6

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MUNICIPAL UTILITY DEVELOPMENT AGREEMENT

THIS MUNICIPAL UTILITY DEVELOPMENT AGREEMENT ("***Agreement***"), dated as of February [__], 2026 (the "***Effective Date***"), is entered into by and between the City of Coachella, a municipal corporation and general law city, hereinafter referred to as the "***City***," and Coachella Valley Power Services, LLC, a California limited liability company, sometimes hereinafter referred to as "***Provider***". City and Provider are hereinafter sometimes referred to individually as a "***Party***" and together as "***Parties***".

RECITALS

A. The Coachella City Council adopted Resolution No. 2019-62 authorizing the formation of a municipally owned electric utility ("***CMU***") for the purpose of providing electrical power to greenfield areas in the Eastern portion of the City ("***Greenfield Service Area***") that lack the necessary facilities and energy infrastructure needed for commercial and industrial development.

B. Imperial Irrigation District ("***IID***") provides limited electrical service within the Greenfield Service Area, but for various reasons and financing limitations, this service is not sufficient to support the level of economic development envisioned by the City to attract and incentivize growing energy intensive industries such as data centers and technology driven industries. The purpose of the CMU is to establish a new utility that can be responsive and flexible to meet the City's energy needs on the Eastside.

C. The City issued that certain Request for Proposals for Public-Private Partnership Development Team for Implementation of Energy Delivery System for Municipal Electric Utility on January 31, 2025 ("***RFP***"). The purpose of the RFP was to identify a private partner who could bring the capital investment and development expertise necessary to jump start the City's effort to develop electrical infrastructure for the CMU and thereafter operate and expand this infrastructure to serve the commercial and industrial energy demand of CMU customers pursuant to a turn-key service provider agreement with CMU.

D. Stronghold Power Systems, Inc. ("***SPSI***"), responded to the RFP and was selected to negotiate a public-private partnership agreement on May 7, 2025. SPSI's proposal coupled energy infrastructure development with the development of significant customer load in the form of a technology campus to be developed in phases and to include anchor tenants operating data centers with an immediate need for electrical service. The combination of energy demand and a commitment to infrastructure to meet that demand is critical to the success of the SPSI proposal and the economic development of the City. SPSI has formed and owns a majority interest in Provider as a project entity that will be responsible for the development and operation of the CMU.

E. The City desires to engage Provider as its private development partner and turn-key operator for the CMU within the area designated as the New Municipal Utility Phase 1 Area which is shown on the map attached hereto as ***Exhibit "A"*** ("***NMU***"). It is contemplated that the NMU may be expanded to incorporate a second stage within property that is adjacent to the NMU within the unincorporated County of Riverside subject to the success of the phase 1 development.

F. As part of the engagement of Provider pursuant to this Agreement, Provider will provide the following services: (i) site permitting for phase 1 of the technology campus within the NMU and design and permitting for the electrical infrastructure to serve the NMU; (ii) the construction of all electrical infrastructure necessary for the CMU to act as the load serving entity for the NMU, all of which electrical infrastructure will be either be transferred or leased to the CMU following construction (with any lease

being a financing vehicle with eventual ownership transferred to the CMU at the end of the Term); (iii) the management of energy procurement and contracting for the CMU to serve load within the NMU, including interconnections with IID and Southern California Edison ("***SCE***") pursuant to existing open access transmission tariffs ("***OATT***"), as necessary to import energy to meet the demands of NMU customers; (iv) all applicable compliance activities necessary in connection with the operation of the CMU within the NMU, including compliance with state resource adequacy and renewables portfolio standard requirements and federal and state reporting obligations; (v) all day to day operations and system maintenance on behalf of the CMU as the turn-key operator; and (vi) all financing and capital investment necessary to carry out the foregoing obligations.

G. City and Provider desire to document the terms and conditions upon which City will engage Provider to provide the services set forth herein and Provider will provide such services to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Scope of Agreement.

1.1. Scope of the Project. For the purposes of this Agreement, the "***Project***" will be the design, permitting and construction of all electrical infrastructure necessary for the CMU to serve electrical load for the NMU. A description of the infrastructure that is currently contemplated for the NMU is attached as ***Exhibit "B"*** ("***Project Infrastructure Plan***"). The Project Infrastructure Plan will be finalized in connection with the issuance of the Notice to Proceed (as defined in Section 2.1) and the infrastructure included within the final Project Infrastructure Plan will be referred to herein as the "***Project Infrastructure***". The services necessary for the completion of the Project in accordance with the Project Infrastructure Plan are referred to herein as the "***Project Services***".

1.2. Scope of Operation and Maintenance Services. For the purposes of this Agreement, "***O&M Services***" means the services necessary to operate and maintain the Project and all Project infrastructure, including all maintenance and repair of the Project Infrastructure, handling all customer service requests, reading meters and providing all information necessary for the City to do monthly billing and collection of utility bills for service provided by the CMU. A more detailed list of O&M Services is attached hereto as ***Exhibit "C"***, which list will be finalized prior to the Utility Operations Date (as defined in Section 3.6). Provider may enter into an agreement with a qualified subcontractor that is owned or controlled by Provider, including CMU Operations, LLC ("***CMU Operations***"), pursuant to which such qualified subcontractor will perform O&M Services. Any subcontractor that is not owned or controlled by Provider will be subject to the prior written approval of City. Provider will be responsible for the faithful performance of any subcontractor, including CMU Operations, with the requirements of this Agreement.

1.3. Scope of Energy Services. For the purposes of this Agreement, "***Energy Services***" means (i) the procurement and scheduling of all electrical energy needed to serve customer load within the NMU; (ii) the procurement of all regulatory products such as resource adequacy and renewable energy to meet the California Renewable Portfolio Standard; (iii) the preparation of all required regulatory compliance reports for review by CMU counsel prior to filing; and (iv) the posting of all collateral or credit assurance required by energy providers in connection with the procurement of electrical energy and regulatory products ("***Credit Support***") by the CMU. A more detailed list of Energy Services is attached hereto as ***Exhibit "D"***, which list will be finalized prior to the Commencement of Operations. It is contemplated that certain of the Energy Services may be subcontracted by Provider with the prior consent

of the City to specialist consultants such as the roles of scheduling coordinator and energy portfolio management.

1.4. Status of Provider. The Provider will act as a project developer and service provider for the CMU in accordance with the terms of this Agreement and pursuant to the authority of the CMU as an instrumentality of the City. At no time will Provider engage in providing electrical utility service as a private party to customers within the NMU, nor shall Provider be deemed to be a private utility in connection with the services provided pursuant to this Agreement. Neither Provider, nor the CMU, shall be deemed to dedicate any of Provider's separate property or the Project Infrastructure for public use. The Project Infrastructure will be owned or controlled by the CMU on behalf of the City in accordance with the terms of this Agreement.

2. Development Period.

2.1. Development Period.

(a) This Agreement shall be effective as of the Effective Date, but the obligations of the Parties to proceed with the Project in accordance with the terms of this Agreement shall be conditioned upon the assumptions, contingencies and conditions precedent for the development, design and financing of the Project which are set forth in Sections 2.3 through 2.7 (collectively, the "***Conditions Precedent***") and which are waivable only upon mutual agreement of the Parties. It is anticipated that the development, design and approval of the Project will take place over a period of [twelve (12)] months commencing with the Effective Date and as it may be extended pursuant to Section 2.2 (the "***Development Period***"). The purpose of the Development Period will be to ensure the feasibility of the Project and the ability of Provider to fulfill and finance its obligations hereunder. The decision to proceed is intended to be taken no later than the end of the Development Period. If all of the Conditions Precedent have been satisfied to the reasonable satisfaction of the City and Provider has given written notice to the City of its intent to proceed prior to the end of the Development Period, then the City will provide a written notice to proceed with the Project ("***Notice to Proceed***"). The Notice to Proceed will include the attachments set forth in Section 2.10. The Notice to Proceed will serve as the authorization by the City for the implementation of the Project and the commencement of construction of the Project Infrastructure. If Provider does not give written notice of its intent to proceed by 5:00 p.m. on the last business day of the Development Period, then City will have the right to terminate this Agreement. Notwithstanding the foregoing, if at any time during the Development Period, Provider does not believe, in its sole discretion, that the Project is feasible to proceed, then Provider may terminate this Agreement on thirty (30) days written notice to City and neither Provider nor City will have any further obligations hereunder, except as provided in this Section 2.1 and for any indemnity obligations of pursuant to this Agreement.

(b) In the event that the City elects not to issue a Notice to Proceed for reasons unrelated to any Event of Default by Provider or a failure of the Conditions Precedent, or if Provider terminates this Agreement during the Developer Period as a result of any material breach of the City's obligations under this Agreement. The costs incurred by Developer during the Development Period are fully at risk to Developer and City will have no obligation to reimburse same. Payment shall be made within thirty (30) days following submission of reasonable documentation of costs by Provider. The City acknowledges that Provider's Development Period activities are undertaken in good faith reliance on City's cooperation and representations set forth in this Agreement.

2.2. Development Schedule. An initial Project development schedule is attached hereto as ***Exhibit E*** ("***Development Schedule***"). The Parties will work together in good faith during the Development Period to complete milestones in accordance with the Development Schedule set forth herein. City and Provider agree that the timeframes reflected in the Development Schedule are intended to keep

the Project on track for the Project to commence construction in the [4th calendar quarter of 2026], with the Project commencing operations in the [first calendar quarter of 2029]. During the Development Period, Provider will provide a detailed monthly report to the Working Group on all activities undertaken in the prior month with respect to the development of the Project, including a copy of all documents or applications submitted in connection with meeting the LSE Requirements. Except as expressly set forth in this Section 2.2, timeframes for completion of a task in the Development Schedule are intended to be a guideline and delays in particular tasks will not be cause for default or termination provided that a Party is performing under this Agreement in good faith and with reasonable diligence. Notwithstanding the foregoing, any extension of the Development Period will be subject to the approval of City, which approval will not be unreasonably withheld if there are circumstances outside of the control of Provider that have caused a delay in the development process, including without limitation, delays by third parties to process permits or approvals, delays in obtaining electric interconnection and transmission service or gas interconnection, transmission and supply arrangements, delays in the approval of the Project by City as a result of third party litigation or threats of litigation and delays in the ability of the Provider to complete milestones as a result of City's failure to review or approve Project development deliverables in accordance with the timeframes set forth herein. Notwithstanding the foregoing, Provider will have a one-time option to extend, in its sole discretion, the Development Period for a period one hundred eighty (180) days. If either Party believes that the other is not proceeding in accordance with its obligations under this Section 2 and such failure is causing a delay in the Development Schedule, the concerned Party will give written notice to the other Party along with any requested extension in the Development Schedule as a result of the delay. A Party who receives such a notice will provide a written response along with a revised timeframe for completion of the task. If the Party causing the delay is City, then the Development Period will be extended by the duration of the delay.

2.3. Development Assumptions. Except as may be agreed by City and Provider pursuant to Section 2.4, the development process will proceed on the basis of the following assumptions ("***Development Assumptions***"):

(a) The Project will initially serve a 240 acre technology campus within the NMU ("***Technology Campus***") with a minimum of 270 MW of electrical capacity to serve a data center project comprised of six buildings and associated infrastructure that is expected to utilize the available energy capacity as shown on the map attached hereto as ***Exhibit F***;

(b) It is currently contemplated that the Project Infrastructure Plan will include one or more microgrids with fuel cells located adjacent to buildings on the Technology Campus (collectively, the "***Project Microgrid***"). The purpose of the Project Microgrid will be to meet a portion of the demand on-site as well as to provide backup power and enhance reliability. A permanent easement will be granted on behalf of the CMU within the Technology Campus to allow for the ownership and operation of the Project Microgrid;

(c) The Project Infrastructure Plan will constitute all of the infrastructure necessary for the operation of the Project within the NMU for the Technology Campus;

(d) The Project will be able to interconnect with IID and/or SCE to obtain access pursuant to the applicable OATT for the import of electrical energy to serve demand within the NMU;

(e) City and Provider intend that the CMU will provide electrical service within the NMU service territory by exercising the City's legal authority under California law. Notwithstanding the foregoing, City may enter into a cooperative arrangement with IID with respect to the rights of the CMU and IID to provide service within the NMU as contemplated in Section 13.2;

(f) Concurrent with the execution of this Agreement, Provider has delivered to the City a preliminary financial plan for the funding of the Project. City acknowledges that this plan is subject to change over the course of the Development Period. No later than the end of the Development Period, Provider will have determined whether there is a viable final financial plan for the Project that provides (i) sufficient funding for the construction of the Project; (ii) operation of the CMU by Provider; and (iii) a rate structure that is consistent with section 2.3(g). If Provider has made such determination, it will deliver a copy of such final financial plan for the Project ,to City along with reasonable documentation of its details and assumptions, all of which will be subject to verification by the City;

(g) The rate structure for electrical service within the NMU and customers within the Technology Campus will be consistent with the assumptions set forth on ***Exhibit "G"*** ("***Rate Assumptions***");

(h) The compensation of Provider for the Project Services, O&M Services and Energy Services provided pursuant to this Agreement will be consistent with the assumptions set forth on ***Exhibit "H"*** ("***Service Fee***");

(i) Provider will be able to demonstrate the ability to fund all of its obligations under this Agreement, including the construction of the Project Infrastructure, including any necessary financing commitments from private lenders or investors, on terms which are acceptable to Provider in its sole discretion;

(j) The Technology Campus will have sufficient water rights and access to water distribution infrastructure necessary to support process water for cooling and fire suppression and domestic water service will be provided by City of Coachella Water Division and Coachella Valley Water District;

(k) City will be the local permitting agency for the Project, subject to compliance with applicable federal, state and local laws, rules and regulations, and it is expected that the City will be the lead agency for the purposes of environmental compliance under the California Environmental Quality Act ("***CEQA***"); and

(k) The Project will be subject to compliance with City building and planning codes, provided that (1) the City will use its best efforts to expedite the planning process and the issuance of necessary building permits and approvals; and (2) the City will waive all fees for planning and building permits to the extent permitted by law.

No later than the end of the Development Period, Provider will confirm with City whether it believes that the Project is feasible based on the Development Assumptions pursuant to the written notice described in Section 2.2. If Provider determines that a material change in the scope of the Development Assumptions is necessary as a result of its analysis during the Development Period, then Provider will provide to City written notice of the proposed change in scope ("***Project Change Notice***") and the City and Provider will work together in good faith to agree on a reasonable change in scope for the Project and a corresponding amendment to the Agreement. If City and Provider, each in its sole discretion, cannot agree on a change in scope within ninety (90) days of the Project Change Notice, then either Party may terminate this Agreement.

2.4. Design Phase. Provider and City will move forward with the design phase of the Project ("***Design Phase***"), with the goal of accomplishing the following milestones within six (6) months following the Effective Date:

(a) Provider will deliver a 70% design of the Project Infrastructure, which design will be subject to review and approval by the City, which approval will not be unreasonably withheld provided it is consistent with the terms of this Agreement;

(b) Provider will deliver all CEQA Documentation (as defined in Section 2.7) that is necessary for City to complete its CEQA review of the Project in accordance with the requirements of City; and

(c) Provider and City, as applicable, will commence the application process for any permits and approvals that are required by any third party, government agency or regulatory authority with respect to the construction and operation of the Project, including any interconnection agreement or transmission application required for the import of energy into the NMU. Provider will be responsible for preparing all such applications for review and approval by the City prior to filing with the applicable third party, government agency or regulatory authority.

2.5. Pre-Construction Phase. Subject to successful completion of the Design Phase as set forth in Section 2.4, Provider and City will move forward with the "***Pre-Construction Phase***" of the Project, with the goal of accomplishing the following milestones prior to the end of the Development Period:

(a) Provider will complete the final design of the Project, which will be incorporated into Exhibit "B", and will commence negotiation of contracts for the construction of the Project Infrastructure;

(b) The City, in consultation with Provider, will develop rules and regulations for the operation of the CMU and the City and Provider will agree on a technical protocol for the delivery of the O&M Services by Provider;

(c) Provider and the City will agree on the final scope of Energy Services as set forth in Exhibit "D" and which, if any, of such Energy Services will be subcontracted by Provider;

(d) City will complete the CEQA review pursuant to Section 2.7 and to the extent City approves CEQA with mitigation conditions, City and Provider shall agree in writing on the schedule for the satisfaction of all such conditions. In the event that City does not approve the Project pursuant to Section 2.7, then City and Provider will meet and confer on such changes to the Project as may be necessary to satisfy the requirements of CEQA and the Development Period will be extended to allow for agreement on such changes and any appropriate mitigation conditions; and

(e) Provider, with the cooperation of City, will have obtained firm commitments or agreement for any interconnection agreements or transmission applications with IID and/or SCE which are necessary to establish electrical service for the NMU. If such commitments have not been obtained or have been challenged by IID and/or SCE during the Development Period, then Provider and City will meet and confer to determine whether it is feasible to proceed, whether to challenge or defend any actions taken by IID and/or SCE in connection with such applications or agreements, and to explore any alternatives that may be available, including the negotiation of a three-Party agreement between Provider, the CMU and the applicable transmission provider, regarding the scope of services provided to the CMU.

2.6. Development Agreements for the Technology Campus. During the Development Period, Provider shall have obtained firm commitments from developers and/or anchor tenants for the Technology Campus. The terms and conditions for such development will be in the sole discretion of

Provider, provided, however, that such commitments must demonstrate sufficient load for the viability of commencement of construction of the Project Improvements and the eventual operation of the CMU.

2.7. CEQA.

(a) City will be the lead agency for evaluating the environmental impact of the Project under CEQA. Provider will be responsible for the preparation of all reports and other documentation necessary for CEQA compliance, including an environmental impact report and all technical studies necessary for City to properly evaluate the environmental impact of the Project (collectively, the "***CEQA Documents***") and the submission of those proposed documents to the City for its independent review, as well as complying with any mitigation measures that may be required in connection with the Project.

(b) The submission of the CEQA Documents and the completion of the CEQA process and any approval by the City's governing board will be a condition precedent to moving forward with the Project beyond the Development Period, and the Parties agree that nothing herein constitutes a commitment by the City to issue any such approvals or otherwise restricts the City's ability to impose feasible mitigation measures or consider or adopt feasible alternatives (including the "no project" alternative) as part of its CEQA process.

2.8. Litigation Indemnity and Cooperation Agreement. Provider will indemnify and cooperate in the defense of City from any claim or lawsuit which is filed challenging and right of the CMU to serve customers within the NMU and any permit or approval required in connection therewith, including the approval of the Project by City pursuant to CEQA. Notwithstanding the foregoing, in the event of any such legal challenge, City and Provider will meet and confer to discuss the feasibility of defending such challenge and moving forward with the Agreement. If the Parties cannot agree on a strategy to move forward, including the allocation of the costs of such defense, then either Party may terminate this Agreement. However, the obligation by Provider to indemnify and cooperate in the defense of the City shall survive any termination of this Agreement or rescission of any approvals. The City and Provider are parties to an existing Joint Defense/Common Interest Agreement that will remain in effect during the Term of this Agreement as the Parties may mutually agree to modify it from time to time.

2.9. Development Period Costs. Except as otherwise expressly set forth in this Section 2, Provider will be responsible for all costs incurred in connection with the activities described herein. Provider acknowledges and agrees that it is entirely at-risk with respect to the completion of the Conditions Precedent applicable to it that are necessary for the issuance of the Notice to Proceed and that the City is not obligated to incur any cost or expense beyond what is set forth in this Section 2, or as otherwise agreed by the City during the Development Period, to mitigate any impediment to the satisfaction of the Conditions Precedent. The City shall be responsible for the actual cost of the City's third party consultants (including legal, engineering and energy industry professionals) incurred in connection with carrying out the City's obligations under this Section 2, as well as all costs associated with staff time. Furthermore, to the extent that the City commissions its own independent review of the feasibility of any aspect of the Project, the City will pay the cost of such review and the legal fees or costs in connection therewith.

2.10. Effect of Termination. If this Agreement is terminated by the City or Provider during the Development Period as provided in this Section 2, then the obligations of Provider and City will terminate (other than any indemnity obligations of Provider pursuant to Section 2.8) and neither Party will have any remaining obligation to the other. In no event shall the City be responsible to reimburse Provider for any cost or expense incurred by Provider in connection with the activities of the Parties during the Development Period. Provider will remain the owner of all designs and engineering drawings prepared in connection with the Project Infrastructure. The City will have the right to use any consulting report, study

or analysis prepared in connection with feasibility studies prepared by Provider in connection with the Project or any interconnection agreement or transmission application. The City will remain the owner of any independent consulting report, study or analysis prepared by the City or its consultants.

2.11. Notice to Proceed. The Notice to Proceed will include (i) a final agreed version of the Project Infrastructure Plan; (ii) the final scope of the Energy Services and any agreed change to the Project Services and/or the O&M Services; (iii) the final Project financial plan, Rate Assumptions and Service Fee; (iv) the agreed rules and regulations for the operation of the CMU and technical protocol for O&M Services; and (v) any mutually agreed Project Change Notice or amendment to this Agreement in connection with the issuance of the Notice to Proceed. Exhibit "E" of this Agreement will be updated from the Development Schedule to the "***Project Implementation Schedule***" showing all milestones from the Notice to Proceed to the projected date for the commencement of operations of the CMU.

2.12. Agreement Commencement. The Term of this Agreement will commence as of the date of the Notice to Proceed ("***Commencement Date***"). Provider shall thereafter commence construction of the Project Infrastructure in accordance with the requirements of Section 3.

3. Construction of Project Infrastructure.

3.1. Construction Period. The period from the Commencement Date through the Utility Operations Date will be referred to herein as the "***Construction Period***".

3.2. Construction Documents. Within forty-five (45) days of the Commencement Date, Provider shall provide the City with a complete set of final designs, plans and specifications for the Project Infrastructure as agreed during the Development Period (***"Construction Documents"***). Provider shall have a one-time option to extend for thirty (30) days, in its sole discretion, the delivery of the Construction Documents.

3.3. Permits. Provider is solely responsible for procuring all required building and other permits and approvals required for the construction of the Project Infrastructure, including without limitation, compliance with the requirements of the City ("***Project Permits***").

3.4. Obligations of Provider. The construction of Project Infrastructure shall be in a good and workmanlike manner and otherwise in accordance with the provisions of this Agreement and the Construction Documents and the Project Permits. Provider, or its construction contractor(s), will obtain and deliver to City one or more performance bond(s) in the amount of the cost of the construction of the Project Infrastructure in accordance with the requirements of Section 5956.6(b)(2) of the Government Code. The scope of such performance bonds will be limited to ensuring that the City can take control of the completion of construction of Project Infrastructure following an Event of Default by Provider under this Agreement. To the extent required by applicable law, all improvements and work must be inspected and approved by the applicable governmental agency. All work will be subject to City inspection and approval, subject to providing reasonable notice to Provider and its contractors. City will reasonably cooperate with Provider as necessary for the application process for any permits and approvals that were not obtained during the Development Period. All of Provider's contractors shall carry the insurance required by this Agreement while working on within the NMU and shall name City as an additional insured. Provider shall have the sole responsibility for the construction of the Project Infrastructure and may perform the same itself or through agents, contractors and others selected by it, and may make or issue such contracts, orders, receipts and instructions, and in general do or cause to be done all such other things, as it may in its sole discretion consider requisite or advisable for the construction of the Project Infrastructure and fulfilling its obligations under this Section. All improvements required or permitted by this Agreement will be constructed by licensed contractors. Each contractor that performs work on the Project Infrastructure

pursuant to an agreement with Provider shall be bound by the terms of this Agreement related to indemnity and insurance and Provider shall further be responsible for all acts of such contractors while working on the Project within the NMU. Upon reasonable notice to Provider, City will have the right to enter upon and inspect all construction activities of Provider and its contractors, provided, however, that City will comply with all safety requirements in connection with the presence of its agents or employees on the applicable work site while construction activities are ongoing, and will not interfere with such activities. City shall indemnify and hold Provider harmless pursuant to Section 10(b) for any losses or claims for personal injury, death or property damage to the Project or the Project site to the extent caused by City agents' or employees' negligence or willful misconduct during such access.

3.5. Prevailing Wage. To the extent required by applicable law, Provider will be responsible for complying with the prevailing wage requirements of the State of California in the construction of all of the Project Infrastructure and will indemnify and hold harmless City for any failure to comply with such requirements.

3.6. Completion of Construction. It is anticipated that the construction of the Project Improvements will require approximately twenty-four months (24) months to complete as set forth in the Project Implementation Schedule. Provider shall have a one-time option in its sole discretion, to extend the completion of construction up to six (6) months. The date upon which the Project Infrastructure is ready to commence utility operations shall be referred to herein as the "***Utility Operations Date***". For the purposes of this Agreement, "***utility operations***" shall mean that the Project Infrastructure is capable of accepting delivery of electrical load from the interconnection point with IID and/or SCE and distribute such electrical load to customers within the NMU generally and more specifically, the Technology Campus. Provider shall promptly notify City of the cause of any delay in construction and the expected impact on the projected Utility Operations Date. Provider will actively manage the construction of the Project and will monitor Provider's contractor(s) work for compliance with their obligations under any contracts for the construction of the Project Infrastructure. In the event of a delay in the projected Utility Operations Date, Provider will work with City to mitigate such delay so as not to delay the delivery of electrical service to customers in the NMU. If such delay continues for a period in excess of six (6) months, then City shall be entitled to deliver a notice of default to Provider. If utility operations have not commenced within six (6) months following the date of such notice of default, then the City may terminate the Agreement. The City will have the right to inspect and approve all of the Project Infrastructure prior to the commencement of utility operations and Provider will promptly remedy any work on the Project Infrastructure that the City reasonably deems non-conforming with the Construction Documents and Project Permits. Approval by the City will not relieve Provider of any of its obligations with respect to the O&M Services. Provider will deliver the following documents to City promptly after the Project Infrastructure has been completed: (i) copies of the "as built" plans for the Facility and the Solar System, including CAD drawings if requested by City; (ii) final lien waivers and all permits, certificates, and sign-offs required to be issued by applicable governmental agencies in connection with the Project Permits; and (iii) if applicable, copies of any approvals of Project Infrastructure that is built in connection with an interconnection agreement with IID and/or SCE.

3.7. Ownership and Risk of Loss. During the Construction Period, Provider shall at all times remain the owner of the Project Infrastructure and all improvements, facilities and equipment used therein. Provider shall bear the risk of loss of the Project Infrastructure as a result of any casualty during such period. As of the Utility Operations Date, all Project Infrastructure and the real property upon which it is located may be transferred to the CMU or leased to the CMU by Provider to the CMU and the City will accept same, subject to its right of inspection and acceptance in Section 3.6. The terms of any lease will be subject to the approval of City, in its reasonable discretion. With respect to any lease that is used for financing purposes of the Project Infrastructure, in no event will such lease create any obligation of the City for the repayment of any debt or financing except as otherwise contemplated in this Agreement and at the

end of the Term, the Project Infrastructure will be transferred to the CMU at no cost or expense. During the remainder of the Term, Provider will retain the risk of loss for the Project Infrastructure as the turn-key operator for purposes of the O&M Services, provided, however, that Provider will not be responsible for any damage to the Project Infrastructure that is directly caused by the negligent acts or willful misconduct of the City, its agents, employees and contractors.

3.8. Real Property. As of the Commencement Date, Provider will have acquired all real property rights necessary for the Project Infrastructure.

3.9. Project Infrastructure Easements. Within thirty (30) days of the Commencement Date, City will grant to the CMU a non-exclusive easement and right of way for the Term of the Agreement to install, use, maintain and repair Project Infrastructure within the NMU to provide electrical and telecommunications service to customers within the NMU. To the extent that any easements or rights of way are required across private land, Provider will acquire such easements or rights of way on behalf of the CMU in a form that is acceptable to Provider and the City. The term of all easements described herein will be perpetual.

4. Commencement of Utility Operations.

4.1. Pre-Operation Activities. It is the intent of Provider and the City that the commencement of utility operations by the CMU will occur on the Utility Operations Date. In connection therewith, Provider, with the cooperation of the City, will take all steps necessary to prepare the CMU as a load serving entity, including registration with all governmental agencies or authorities with jurisdiction over the activities of the CMU, including its ability to schedule and receive electrical deliveries through the OATT, and all regulatory filings that are necessary prior to the commencement of utility operations. A list of such filings as of the Effective Date of this Agreement is attached hereto as ***Exhibit "I"*** ("***LSE Requirements***"). Provider will prepare all such filings for review and approval of the City and will coordinate with City to ensure that filings are made in accordance with the advance reporting and notifications necessary under applicable law. Provider will provide City with no less than thirty (30) days for the review of all filings prior to the required filing date and the City will provide any comments or feedback to Provider no later than ten (10) days prior to the required filing date. Provider will further develop an energy procurement and operations plan no less than [twelve (12)] months prior to the projected Utility Operations Date and commence procurement of energy in connection with such plan. Provider agrees that the goal of the CMU with respect to procurement will be to be fully hedged for projected energy requirements during the first two (2) years of operations as of the Utility Operations Date.

4.2. Operating Budget. Provider shall prepare an initial operating budget for the CMU based on the final financial plan no less than twelve (12) months prior to the projected Utility Operations Date that includes all anticipated revenue and expenses of the CMU during the first two (2) years of operations. The budget will include categories for energy procurement, general expenses payable by the City to the extent the City is required to be the contracting Party, general expenses payable by Provider as the turn-key operator and anticipated maintenance and repair expenses for the Project Infrastructure. Provider will thereafter prepare annual operating budgets for the CMU during the Term, which budgets will be subject to review and verification by the CMU that the budget is consistent with the approved rate structure of the CMU. The operating budget will be updated after the first year of operations and each year thereafter.

4.3. O&M Services; Utility Operations Center.

(a) Following the Utility Operations Date, Provider will provide turn-key services for the operation of the CMU within the NMU for the duration of the Term. Such services will be

provided pursuant to the scope of O&M Services on Exhibit "C", as well as the rules and regulations of the CMU and the technical protocol adopted pursuant to Section 2.5(b).

(b) Provider and CMU will cooperate on the development of a utility administration and operations center for the CMU. The City currently owns two parcels located on Industrial Way, south of 52d Avenue, Assessor's Parcel Numbers 763400017 and 763400016, comprising a combined approximately seven (7) acres, that the Provider has identified as desirable locations. Said parcels are currently included in a feasibility study concerning potential sites for a new rail hub within the City, but in the event that the parcels are not selected for that purpose, the City will discuss with Provider the fair market value of the parcels and the potential for the City's transfer of such parcels for CMU administration and operations.

4.4. CMU Working Group; Risk Management Committee.

(a) The operation and management of the CMU will be coordinated between Provider, CMU and the City through a management committee designated as the "Working Group". The Working Group is intended to include the following individuals (or such other individuals as Provider and City may agree): (i) the general manager of Provider with respect to CMU operations; (ii) two management level representatives of Provider directly involved in the day to day activities of Provider with respect to the CMU; (iii) the general manager or director of the CMU appointed by the City to oversee CMU operations; and (iv) the City Manager or his or her designee. The members of the Working Group may invite employees and third parties who are under contract with Provider, CMU or the City to attend Working Group meetings from time to time to report on or discuss various topics relevant to the development and operation of the CMU, provided that any third party attending a meeting must be subject to a duty of confidentiality. If legal counsel for Provider or City/CMU is invited to attend a meeting of the Working Group, then advance notice will be given to the members so that the other party may have legal counsel attend as well. The Working Group will meet as often as the members believe is necessary to carry out their responsibilities under this Section 4.4, but in no event less than once per month. The Working Group is intended to be a collaborative body for cooperation amongst Provider, City and CMU and does not change any of the respective rights or obligations of the parties pursuant to this Agreement. The Working Group not does not have the authority to modify or amend the terms of this Agreement, but may make recommendations to Provider and the City Council regarding modifications.

(b) The primary purpose of the Working Group will be to discuss operations and where appropriate, make decisions with respect to carrying out the development and operation of the CMU within the framework of the terms and conditions set forth in this Agreement and the policies and regulations adopted by the CMU pursuant to Section 2.5(b), as the same may be amended from time to time. It is expected that the Working Group will formalize strategy and performance criteria for CMU operations, subject to the oversight of the City Council in its role as the governing board of the CMU. On matters requiring governing board approval, such as rate setting pursuant to Section 7.1, the Working Group may make recommendations to the City Council.

(c) The Working Group will further provide a mechanism to resolve differences of opinion and disputes regarding the operation of the CMU or the interpretation of this Agreement at the management level. Disputes that cannot be resolved by the Working Group will be subject to dispute resolution pursuant to Section 29.

(d) The City Council may appoint one or more ad-hoc committees to provide oversight of CMU operations, including a risk management committee that will meet periodically to review the energy portfolio of the CMU, operating risks due to changes in the energy market and such other matters as the City Council may determine. It is intended that such committees will be informational in nature,

allowing the Working Group to keep the City Council appraised of the status of CMU development and operational activities on a periodic basis.

4.5. Changes in Law. Provider, as the turn-key operator of the CMU within the NMU will be responsible for compliance with all changes in federal, state or local law regarding the operation of the CMU. Notwithstanding the foregoing, the City will not adopt any ordinance that would expand the obligations or limit the compensation of Provider pursuant to this Agreement.

4.6. Audit. The City, or its designated accounting firm, at the City's expense, will have the right to perform an annual audit of the operation of the CMU that are conducted by Provider and Provider will reasonably cooperate with such audit.

5. Expansion of the NMU.

5.1. Campus Expansion. The Project will be planned and permitted (to the extent possible prior to annexation) with the intent of expanding the Technology Campus on 210 acres of property adjacent to the NMU that is located on unincorporated land of the County of Riverside ("***Campus Expansion***"). Such stage two expansion is intended to require an additional approximately 300 MW of electrical capacity to serve additional data centers or other technology businesses. The Campus Expansion will require annexation of the adjacent property into the boundaries of the City.

5.2. Process for Campus Expansion. The expansion of the NMU for the Campus Expansion will be within the scope of this Agreement and subject to all of the terms hereof. At such time as SPSI desires to proceed with the Campus Expansion, it will provide written notice to the City of its intent and the timing for the development of the infrastructure required for such expansion, as well as all requirements necessary for the CMU to expand its service territory to meet the needs of the Campus Expansion. The City will cooperate with SPSI for the annexation of the Campus Expansion into the boundaries of the City and the subsequent service of the Campus Expansion by the CMU provided that the following requirements are satisfied:

(i) SPSI is not in breach of any of its obligations under this Agreement;

(ii) SPSI has procured financing for the infrastructure necessary for the CMU to serve the Campus Expansion;

(iii) SPSI has firm commitments with developers and/or anchor tenants for the Campus Expansion; and

(iv) SPSI will indemnify and defend the City and the CMU from any claim arising in connection with the permits and approvals for the expansion in the same manner as Section 2.8.

5.3. Future Expansion. Provider will have the first right of refusal to serve the expansion of the CMU to serve areas outside of the NMU (except for the Campus Expansion) within the Greenfield Service Area. The actual terms and conditions of such expansion will be subject to mutual agreement of Provider and the City. If Provider and the City cannot agree on the terms of any such expansion following good faith negotiation, then the City reserves its right for the CMU to undertake such expansion separate and apart from the obligations of the Parties pursuant to this Agreement provided that no such action will interfere with the ongoing provision of utility service to the NMU for the duration of the Term. Provider acknowledges and agrees that its obligations under this Agreement are not contingent upon any future promise or agreement to provide services on behalf of the City outside of the NMU.

6. Term.

6.1. Term of Agreement. The "***Term***" of this Agreement will initially be the Development Period; provided, however, that this Agreement may be terminated during the initial Term pursuant to Section 2. Following the issuance of the Notice to Proceed, the Term will be that period of time commencing upon the Commencement Date and continuing until the twentieth (20th) anniversary of the Utility Operations Date.

6.2. Renewal. The City and Provider, upon mutual agreement, may extend the Term of this Agreement for two (2) additional five (5) year periods (each, a "***Renewal Term***") upon the terms set forth herein or as otherwise mutually agreed.

6.3. Expiration. The last day of the Term (as extended by any Renewal Term) is referred to herein as the "***Expiration Date***".

7. CMU Rates, Revenue and Expenses.

7.1. CMU Rates. The CMU will set rates for service to customers in the NMU consistent with the rate assumptions that are set forth in Exhibit "G", subject to the compliance by the CMU and the City with the requirements of applicable law. Notwithstanding the participation of Provider in making recommendations with respect to rates, the final authority to set rates for the CMU will at all times be in the final discretion of the governing board of the CMU.

7.2. CMU Revenue. During the Term, all revenue earned by the CMU from the provision of electrical service to customers within the NMU will be deposited into a separate lockbox account owned and controlled by the CMU ("***Utility Lockbox Account***"). Such lockbox account will provide that such revenue may only be withdrawn from the lockbox account in accordance with the payment priorities set forth in Section 7.3. CMU shall ensure that distributions from the Utility Lockbox Account occur in such a manner that CMU payment obligations, whether managed by the City or Provider, are timely met and CMU operations are not interrupted or adversely affected.

7.3. Distributions of Revenue. The revenue of the CMU that is held in the Utility Lockbox Account will be distributed in the following order of priority:

(i) obligations due to energy providers for the CMU;

(ii) obligations for general expenses of the CMU which are fiscal obligations of the CMU;

(iii) obligations for general expenses of the CMU that are administered by Provider pursuant to the O&M Services;

(iv) the rate retention payable to the CMU as set forth in Exhibit "H";

(v) the funding of operating and uncollectible reserve funds as agreed by the City and Provider; and

(vi) all remaining revenue will be distributed to Provider for the Service Fee.

7.4 Payment of Expenses. It is anticipated that the revenue of the CMU will be sufficient for the payment of all expenses, including the rate retention payable to the CMU and the Service

Fee of Provider. Notwithstanding the foregoing, to the extent that the revenue is insufficient to cover the items set forth in clauses (i) through (iv) of Section 7.3, the City and Provider shall meet and confer to implement recommendations on rate adjustments to cover such shortfall or to the extent that the shortfall is temporary, to draw upon reserves. The City and the CMU will cooperate with Provider to avoid operating shortfalls and subject to the authority of the governing board of the CMU to set rates, the foundational principle for setting rates will be to ensure that the costs and expenses of operating the CMU are provided for in good faith. Notwithstanding the foregoing, it is the primary responsibility of Provider to anticipate costs and make recommendations on any necessary rate adjustments and Provider shall be responsible to the extent that there is a revenue shortfall. To the extent that the shortfall is the result of energy procurement expenses exceeding anticipated revenues due to changes in the market or demand that were not anticipated in Provider's hedging strategy for the CMU, then Provider and the City will meet and confer to discuss a change in applicable rates.

8. Compensation for Project Infrastructure and Services.

8.1. Service Fee. Provider will be compensated for all of its obligations under this Agreement, including the construction and financing of the Project Infrastructure and the provision of the Project Services, O&M Services and the Energy Services, pursuant to the Service Fee that is described on Exhibit "H".

8.2. No Cost Reimbursement. Provider will not be entitled to any cost reimbursement by the City for the acquisition and construction of the Project Infrastructure. Provider will be solely responsible for the repayment of all financing procured by Provider for the Project and the fulfillment of its obligations under this Agreement. To the extent that any lender or investor requires a pledge of revenues or fees from Provider, such pledge shall come solely from the payment of the Service Fee and will perfected by Provider and its lenders or investors through the use of a separate lockbox account into which Service Fee is paid from the Utility Lockbox Account.

9. Insurance. During the Term, Provider shall procure and maintain insurance of the types and in the amounts described on ***Exhibit "J"***. The City shall procure and maintain wildfire insurance at the City's sole cost and expense through the City's joint powers insurance authority and Provider shall have no obligation to procure or maintain such insurance.

10. Indemnification.

(a) Provider shall defend, indemnify and hold harmless City, its elected officials, officers, employees, and agents, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental body or agency ("***Claims***"), arising out of any acts, omissions, negligence or willful misconduct of Provider, its personnel, employees, agents or subcontractors in connection with this Agreement, including Provider, the construction of the Project Infrastructure and the performance of the Project Services, O&M Services or the Energy Services. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, reasonable attorney's fees and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all reasonable legal expenses and costs incurred by each of them. This indemnification will not apply to the extent that a Claim is caused by the negligence or willful misconduct of City or its employees or agents. Provider's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

(b) City shall defend, indemnify and hold harmless Provider, its directors, officers, employees, and agents, from any and all third party Claims arising out of the negligent acts or willful misconduct of City, its personnel, employees, agents or subcontractors in connection with the operation of the Project Infrastructure or while present on any sites that are operated by Provider, as well as any damage to the Project Infrastructure that is caused by such negligent acts or willful misconduct. This indemnification will not apply to the extent that a Claim is caused by the negligence or willful misconduct of Provider or its employees or agents. City's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Provider, its elected officials, officers, employees, or agents.

11. No Consequential Damages. EXCEPT FOR THE INDEMNIFICATION OF THIRD PARTY CLAIMS, NEITHER PARTY HEREUNDER SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, INCIDENTIAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE OR IN TORT OR CONTRACT.

12. Inspection. Upon at least twenty-four (24) hours prior written notice to Provider (or, in the case of emergency, such notice as shall be practicable under the circumstances), Provider shall permit City and its agents to enter into and upon the Project Infrastructure at all reasonable times for the purpose of inspecting the same. City shall indemnify and hold Provider harmless pursuant to Section 10(b) for any losses or claims for personal injury, death or property damage to the Project or the Project site to the extent caused by City agents' or employees' negligence or willful misconduct during such access.

13. Cooperation.

13.1 Cooperation Regarding Agreement. The Parties shall negotiate with one another fairly and in good faith and shall cooperate with one another to effectuate the purposes of the Agreement. In particular, the Parties recognize and agree that Provider shall be obtaining project finance to support the development and construction of the Project Infrastructure. City shall cooperate with Provider and its financing parties to assist and support that process. Additionally, City shall support and cooperate with Provider's efforts to develop the Project and secure federal, state and local permits. All approvals required to be given by any Party shall be given or denied on good faith and may not be unreasonably denied. Each Party shall use due diligence in its attempt to accomplish any act required to be accomplished by that Party. City shall cooperate with Provider in mitigating adverse impacts from force majeure and other events beyond either Party's reasonable control that can impede Provider's performance of its obligations under this Agreement. City shall also reasonably cooperate with Provider in mitigating adverse impacts to the Project from condemnation, eminent domain, and local resistance. City shall reasonably cooperate with Provider to contact regulatory agencies and obtain information that Provider deems necessary or advisable for development of the Project; *provided, however*, that (a) the costs for obtaining such permits, licenses, instruments and approvals, including the reasonable out-of-pocket costs and expenses incurred by City in cooperating with Provider, will be paid by Provider; and (b) in no event will City be required to agree to covenants or conditions of approval which would have a material adverse effect on the City. City understands and agrees that its cooperation in this regard is essential to successful development of the Project.

13.2 Cooperation Regarding NMU Service Area. City hereby authorizes Provider to jointly, with the City Manager, negotiate with IID regarding the acquisition by or transfer to the City, or coordination with the City, of IID's facilities within the NMU and surrounding areas. Provider shall coordinate such negotiations with the City Manager and shall provide regular status reports to CMU. Provider shall not have the authority to, nor shall it, bind the City to any agreement with IID, but it will be

authorized to act as a representative of the City in discussions with IID as necessary to advance the objectives of this Agreement. Provider will provide City with notice of meetings with IID in advance and an opportunity to participate. To the extent that the City does not participate in a meeting, Provider will provide the City Manager with a summary of the discussions. If IID declines to negotiate, materially delays or will not enter into an Agreement substantially consistent with the Development Assumptions, the Parties shall meet and confer to (a) determine if the Project remains feasible; and (b) to the extent necessary, modify the Development Schedule to allow for additional discussions with IID.

14. Maintenance and Repair.

14.1. At all times during the Term, Provider, at its sole cost and expense, shall maintain the Project Infrastructure and any additional infrastructure that is developed for the CMU by Provider in connection with any expansion.

14.2. If any Project Infrastructure is damaged or destroyed by a risk that is covered by the insurance Provider is required to obtain and maintain pursuant to Section 11, then Provider shall restore such facilities to substantially the same condition as they were immediately before the destruction, to the extent covered by such insurance and pursuant to codes and requirements at the time. If the insurance provided by Provider does not cover the damage, then the City will attempt to use its insurance coverage. The City shall be solely responsible for restoration of any Project Infrastructure damaged or destroyed due to wildfire.

14.3. If the Project Infrastructure is damaged or destroyed by a risk that is not covered by Provider or City insurance, then Provider and City will mutually agree on a funding mechanism to repair or replace such infrastructure, provided, however, that Provider and its affiliates will provide the necessary labor for such repairs at cost.

15. Alterations and Expansion. Provider shall not make any material alterations, additions or improvements to or of the Project Infrastructure, or any part thereof without the prior approval of City, which will not be unreasonably withheld provided that such alterations, additions or improvements are necessary for or will increase the operational efficiency of the CMU and will be provided at the sole cost of Provider unless otherwise agreed by the CMU.

16. Taxes. To the extent applicable, City shall be responsible for the timely payment of all property taxes and assessments, including without limitation, any and all utility, city or county assessments which are assessed, levied, confirmed or imposed on the Project Infrastructure.

17. Assignment. Except as provided below, Provider shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed provided that the proposed assignee or transferee has financial support and capabilities equal to or better than Provider and the requisite expertise and experience to carry out Provider's obligations under this Agreement. Any attempt to do so shall be null and void, and any assignee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Notwithstanding the foregoing, Provider may, without the City's consent, transfer or assign this Agreement to (a) a subsidiary or affiliate under common ownership or control with Provider provided such subsidiary or affiliate assumes in writing all of the obligations under this agreement and Provider remains responsible for the performance of such obligations by the subsidiary or affiliate; or (b) any lender, investor, financing party or project company established for purposes of financing the Project, provide, however, that any mortgage or assignment does not relieve Provider of its obligations under this Agreement.

18. Events of Provider's Default and City's Remedies.

18.1. Events of Default. If one or more of the following events ("***Event of Default***") occurs, such occurrence constitutes a breach of this Agreement by Provider:

(a) Except in circumstances where the City fails to timely distribute monies to Provider from the Utility Lockbox Account, Provider fails to pay any sum, cost or expense that is the responsibility of Provider when the same becomes due and payable, and such failure continues for more than sixty (60) days after City gives written notice thereof to Provider;

(b) Provider fails to comply with any legal or regulatory requirement, permit obligation of Provider pursuant to this Agreement and such failure is not remedied within thirty (30) days after City gives written notice thereof to Provider or, if such default cannot be cured within said thirty (30) day period but Provider has commenced action to cure, then Provider shall have up to an additional sixty (60) days to cure such default, provided, however, that if the continued operation of the Project Infrastructure and CMU is in imminent danger as a result of such failure to comply, then the City may step in and cure such default at the cost of Provider until such time as Provider has remedied the default;

(c) Provider fails to perform or observe any covenant, condition or provision of this Agreement hereof to be performed by Provider as and when performance is due, and such failure continues for more than sixty (60) days after City gives written notice thereof to Provider or, if such default cannot be cured within said sixty (60) day period but Provider has commenced action to cure, then Provider shall have up to an additional sixty (60) days to cure such default, provided, however, that if the continued operation of the Project Infrastructure and CMU is in imminent danger as a result of such failure to comply, then the City may step in and cure such default at the cost of Provider until such time as Provider has remedied the default; and

(d) Provider becomes subject to an action for bankruptcy or insolvency or a receiver is appointed for the benefit of Provider's creditors, unless within ninety (90) days of the filing of such action, Provider is successful in having the action dismissed.

18.2. City's Remedies. If an Event of Default occurs, City at any time thereafter has the right to terminate this Agreement or to commence an action for the enforcement of this Agreement at law or equity.

18.3. Right to Operate. In the event of any termination of this Agreement by reason of Provider's default, City has the immediate right to take over operation of the CMU and the Project Infrastructure.

19. Events of City's Default and Provider's Remedies.

19.1. If one or more of the following events (each a "***City Event of Default***") occurs, such occurrence constitutes a breach of this Agreement by City:

(a) If City fails to disburse funds in accordance with Section 7.3 and such failure continues for more than five (5) business days after Provider gives written notice thereof to City;

(b) If City fails to perform or observe any agreement, covenant, condition or provision of this Agreement to be performed or observed by City as and when performance or observance is due, and such failure continues for more than sixty (60) days after Provider gives written notice thereof to City; and

(c) The City becomes subject to an action for bankruptcy or insolvency or a receiver is appointed for the benefit of City's creditors, unless within ninety (90) days of the filing of such action, City is successful in having the action dismissed.

18.2 Provider's Remedies. Upon the occurrence of a City Event of Default set forth in 18.1, Provider will have all the rights and remedies available to it at law, in equity, by statute or otherwise.

20. Rights and Obligations on Expiration of the Term or Termination.

20.1. Notice of Renewal or Non-Renewal. No later than one (1) year prior to the expiration of the Term (as the same may be renewed), Provider will provide City with written notice of Provider's interest in renewal of the Term and any proposed modification of terms. If Provider gives such notice, then the City and Provider will have ninety (90) days to negotiate mutually acceptable terms for a renewal term of up to five (5) years. If City and Provider are unable to agree on the terms of renewal or if Provider does not give notice of renewal in accordance with this section, then the Agreement will expire at the end of the Term.

20.2. Transition of Utility Operations. If this Agreement terminates or expires, Provider will cooperate with City to transition the operation of the CMU and the Project Infrastructure to CMU or CMU's designee for a period of one hundred eighty (180) days and will deliver to the City all books and records held by Provider in connection with the services provided under this Agreement.

21. Early Termination Option of City. The City will have the right to terminate this Agreement at any time following the tenth (10th) anniversary of the Commencement of Operations, subject to mutual agreement by City and Provider on the following terms: (a) the payoff in full of any financing obtained by Provider for the Project Infrastructure and Provider's operation of the CMU pursuant to this Agreement, including any penalties associated with such prepayment; and (b) an early termination payment to Provider that reasonably compensates Provider for its anticipated operating profit from the services provided pursuant to this Agreement, including a reasonable return on the equity capital invested by Provider to carry out its obligations under this Agreement, which early termination payment will be discounted for the remainder of the Term.

22. Notices. All notices, demands, consents, approvals and other communications which are required to be given by either City or Provider to the other under this Agreement will be deemed to have been fully given when made in writing and (i) personally delivered; (ii) sent via commercial overnight courier; or (iii) sent via electronic mail, subject to receipt of confirmation via electronic mail of receipt thereof by the other Party (not including automated notices or confirmations of receipt), and addressed to City or Provider at the address set forth below, or at such other addresses as City or Provider may from time to time designate in writing in accordance with this Section 26:

City:	City of Coachella Attn: City Manager 53990 Enterprise Way, Coachella, CA 92236 Phone: (760) 398-3502 Email: bpattison@coachella.org
With a copy to:	Best Best & Krieger LLP Attn: City Attorney, Ryan Guiboa 74-760 Highway 111, Suite 100 Indian Wells, CA 92210 Phone: (760) 568-2611 Email: ryan.guiboa@bbklaw.com
Provider:	_____ Attn: _____ _____ _____ Phone: _____ Email Address: _____
with a copy to:	_____ Attn: _____ _____ _____ Phone: _____ Email Address: _____

23. No Waiver. The waiver by City or Provider of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

24. Force Majeure. Neither Party shall not be deemed in default of this Agreement, nor shall such Party be responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, epidemic, pandemic, act of God (inclusive without limitation of extreme weather events, drought, earthquake, fire, flood, lightening, hurricane, high winds or other natural disasters), war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of Provider or City, as applicable, provided that the Party asking to be excused from performance as a result of such occurrence gives the other Party prompt written notice thereof and takes all steps reasonably necessary to mitigate the effects of the event. The Party claiming the occurrence of force majeure shall use its best efforts to mitigate such event and resume performance as soon as reasonably practicable. If an event of force majeure continues for a period in excess of one hundred eighty (180) days, then the Parties will meet and confer in good faith to determine whether it is economically and operationally feasible to mitigate the effects of the event or to rebuild the facilities of either Party as necessary to restore performance of the terms of this Agreement no later than one (1) year from the commencement of the event of force majeure or such longer period which the Parties shall mutually agree upon.

25. Successors and Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all Parties hereto, and all of the Parties hereto shall be jointly and severally liable hereunder.

26. Complete Agreement. There are no written or oral agreements between City and Provider affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, proposals, agreements and understandings, oral or written, if any, between City and Provider or displayed by City to Provider with respect to the subject matter of this Agreement.

27. Amendment and Modification. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by City and Provider. This Agreement and any instrument, agreement or document attached hereto or referred to herein, is intended by City and Provider as the final expression of the agreement with respect to the terms and conditions set forth in this Agreement and any such instrument, agreement or document and as the complete and exclusive statement of the terms agreed to by City and Provider.

28. Incorporation of Exhibits and Documents. Each and every exhibit or document referenced in this Agreement, whether or not attached to this Agreement, shall be incorporated into the body of this Agreement and each point of reference.

29. Dispute Resolution.

29.1. Management Discussions. Should any dispute or claim arise between the Parties concerning the terms, interpretation, effect, or operation of this Agreement, the Parties agree to make good faith efforts to informally resolve such dispute or claim through discussions between the City Manager of City and the Chief Executive Officer of Provider. If the Parties fail to resolve such disputes or claims, then either Party shall have the right to submit the dispute or claim to arbitration pursuant to Section 28.2.

29.2. Arbitration. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in the County of Riverside, California, pursuant to the rules of Judicial Arbitration and Mediation Services ("***JAMS***"), as amended or as augmented in this Agreement (the "***Rules***"). Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorney's fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify JAMS and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute. The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 1282.6. The deposition notice shall conform to Code of Civil Procedure section 1283. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure. Notwithstanding the election by the parties to arbitrate their disputes, nothing contained herein shall prevent a party from filing an action in a court of competent jurisdiction to seek any form of equitable remedy or relief.

30. Governing Law and Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of California. All disputes will be brought in the federal court for the

Central District of California or the superior court of the State of California located in the County of Riverside.

31. Attorney's Fees. Each Party will bear its own legal fees and costs in any action brought to enforce the terms of this Agreement.

32. Miscellaneous.

32.1. The words "***City***" and "***Provider***" as used herein include the plural as well as the singular. If there is more than one Provider or City, the obligations hereunder imposed upon Provider or City are joint and several. Time is of the essence of this Agreement and each and all of its provisions. Subject to the provisions applicable to assignment, the agreements, covenants, conditions and provisions herein contained apply to and bind the successors and assigns of City and Provider.

32.2. This Agreement has been mutually negotiated by the Parties and their legal advisors. Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of all of the parties have participated equally in the negotiation and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply, fairly, equitably and reasonably, according to its plain meaning and not strictly for or against any of the Parties. Without limiting the generality of the foregoing: use of the masculine gender includes the feminine and neuter; the singular number includes the plural and the plural number includes the singular; the term "person" includes a corporation or other entity as well as natural person; and the term "including" means "including but not limited to."

[signature page follows]

IN WITNESS WHEREOF, City and Provider have executed this Agreement as of the day and year first herein above written.

CITY:

CITY OF COACHELLA

By: _____
Name: William Pattison
Title: City Manager

Approved as to form:

_____
Best Best & Krieger LLP

PROVIDER:

Coachella Valley Power Services, LLC
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A"

MAP OF NEW MUNICIPAL UTILITY PHASE 1 AREA



EXHIBIT "B"

PROJECT INFRASTRUCTURE PLAN

NMU – Technology Campus (Phase 1)

1. Infrastructure

A. Initial Infrastructure

1. New 230Kv Interconnection to IID's existing Coachella Valley Substation and Associated 230Kv Switchyard at the Coachella Energy Center, each as shown on the map attached hereto as Exhibit B-1.
2. Required equipment to tie-in to IID's Coachella Valley Substation
3. All required 230Kv Metering Equipment
4. All required 230kv sub-transmission
5. Electrical Ops Yard and maintenance building located at the Coachella Energy Center
6. Fuel cell microgrid(s) located at the Technology Campus as shown on Exhibit B-1.

B. Future Additions to Infrastructure

Provider will have the option pursuant to Section 5.3, but not the obligation, to participate in the following future additions:

1. New 92 Kv Substation and Tie-ins for Future Phase 2 Electrical infrastructure
2. New Energy Center Distribution Substation and required Overhead and Underground to stub-out and support future local growth
3. New Polk Street Distribution Substation
4. New Oats Lane Distribution Substation

Transmission included in the infrastructure will be overhead for sub-transmission circuits and will be underground for Distribution Circuits.

2. Real Property

Provider will acquire any real property necessary for the location of the substations and shall dedicate such real property to the City upon completion of the Project Infrastructure.

3. Rights of Way

City will provide access at no cost for the location of infrastructure within public rights of way as identified on the map attached to this Exhibit B. Any private property or rights-of-way across private property that are required to provide transmission to the NMU or within the NMU to the Technology Campus will be acquired by Provider and assigned to the CMU.

4. Building Requirements

The City will adopt rules and regulations for the construction of infrastructure within the CMU that is based on current State of California utility regulations, standards and best practices.

5. Fire Station

Provider will provide five acres for future City-built and staffed Fire Station at or close to the corner of Ave 50th and Filmore St.

EXHIBIT "B-1"

MAP OF PROJECT INFRASTRUCTURE

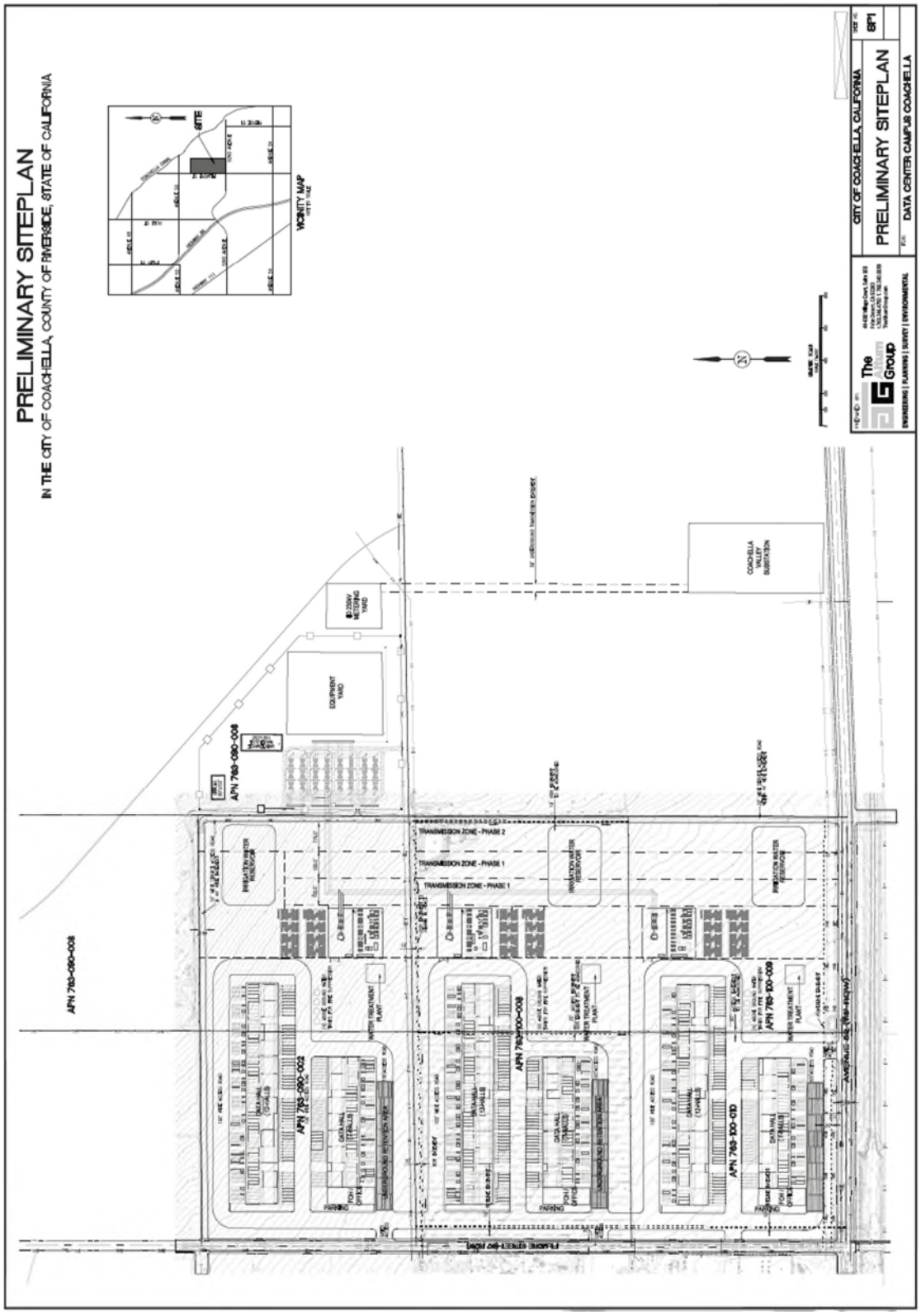


Exhibit "B"

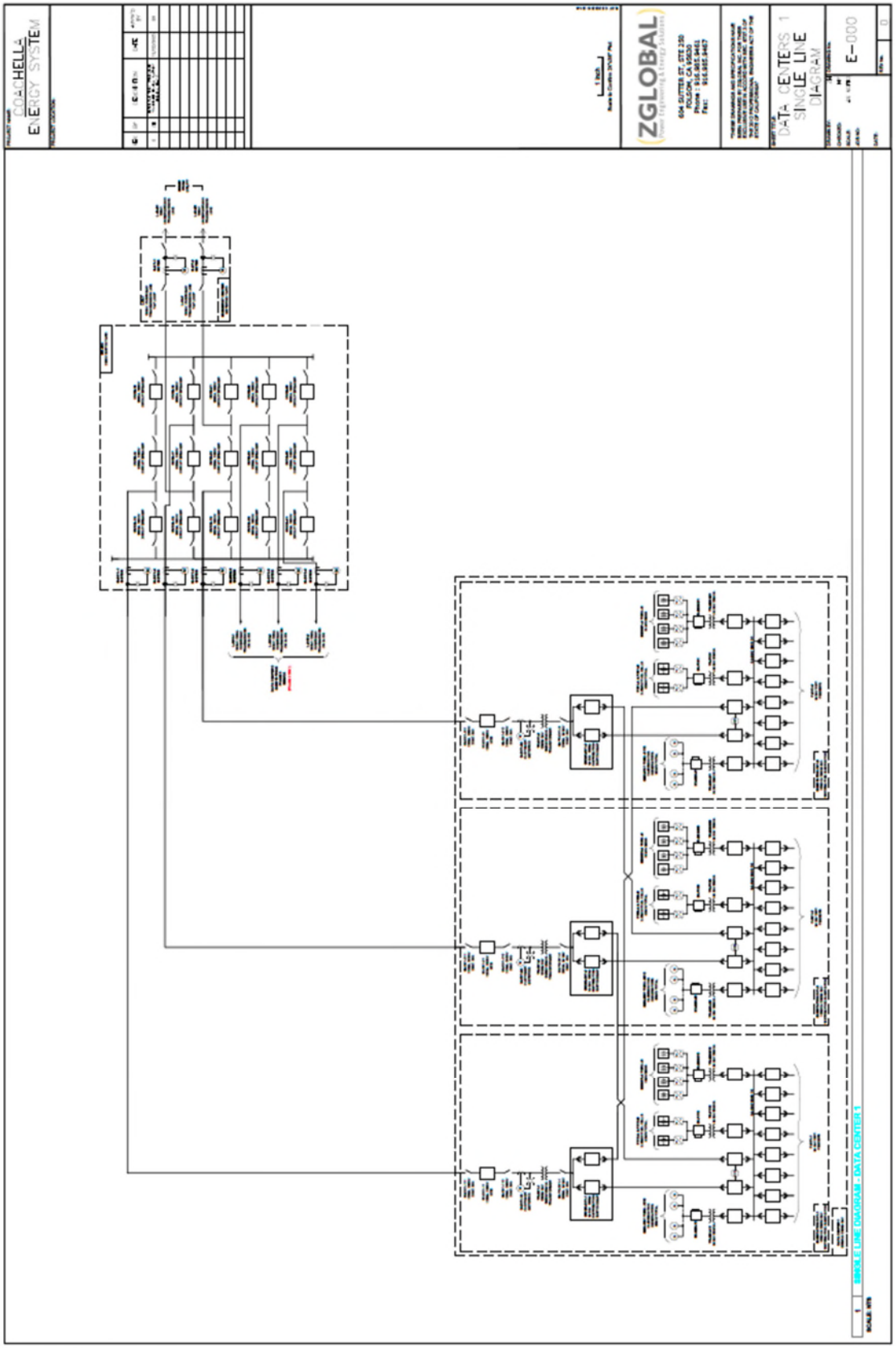

COACHELLA
ENERGY SYSTEM
ZGLOBAL
DATA CENTERS 1
SINGLE LINE
DIAGRAM
E-000
SINGLE LINE DIAGRAM - DATA CENTER 1

Exhibit "B"

EXHIBIT "C"

SCOPE OF O&M SERVICES

Beginning on the Utility Operations Date and continuing thereafter throughout the Term, Provider shall, in a timely manner, perform and/or provide all work, services, supervision, management, labor, equipment, materials, parts, tools, consumables, consumable parts, materials, supplies and other items necessary or appropriate to perform CMU operations within the NMU.

Provider shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating provision of the O&M Services consistent with the terms of this Agreement, including the timely performance or delivery of work by its subcontractors, except where the Agreement otherwise provides specific instructions concerning these matters.

Project Infrastructure

Provider shall be solely responsible for the operation and maintenance of the Project Infrastructure, including the following:

1. Substations, distribution feeder circuits, switches, primary circuits, protective equipment, distribution transformers, conductors, controls, and instruments.
2. Electrical distribution infrastructure, including overhead poles and wires and underground equipment, lightning arrestors, fuses, insulators, circuit breakers, relays, and busses;
3. Electrical operations control center and customer service center;
4. Accessory buildings and maintenance/repair equipment yards;
5. Equipment required for operation and maintenance of project infrastructure, including parts, tools, and vehicles;
6. Customer electrical meters;
7. Back-end customer service hardware and software;
8. Additional infrastructure and equipment necessary to provide the O&M Services in accordance with industry best practices.

Work not specifically delineated in this Agreement will be performed and provided by Provider to the extent necessary or appropriate to complete the O&M Services.

During the Development Period as set forth in Section 2.5(b), Provider shall prepare and submit to City for its approval, Provider's proposed Operating and Maintenance Plan ("O&M Plan") for the initial year of CMU operations. The O&M Plan shall show, in such detail reasonably required by City, and on a Month-by-Month basis, all relevant information relating to the anticipated operation and on-going maintenance of the Project Infrastructure by Provider and shall include a program and timetable for the performance of Provider's obligations under this Agreement, the proposed number of hours of maintenance, the timing of such maintenance, and any other material activities as identified by Provider. The O&M Plan will be updated by Provider with any necessary modifications no later than the Utility Operation Date. No changes shall be made to the O&M Plan by Provider without the prior written approval of City, which will not be unreasonably withheld, conditioned or delayed.

Provider shall arrange for the testing and calibration of all customer meters on installation and thereafter on a regularly scheduled basis in compliance with the applicable manufacturer's recommendations.

Provider shall prepare log books and reports as necessary with respect to all maintenance activities. The City may review such log books and reports at reasonable intervals, but no more frequently than four (4)

times per calendar year, following prior notice to Provider. Provider shall provide reasonable assistance to City in preparing all reports, plans and other materials that City is required to deliver concerning the maintenance and servicing of the Project Infrastructure, if any, including any asset and inventory management requirements of the CMU to comply with GAAP as adopted by the Governmental Accounting Standards Board or otherwise required by the State of California. All reports and documents prepared by or for Provider for City in connection with the performance of the O&M Services shall become the property of City immediately upon creation thereof.

Billing and Collections

The CMU will handle all billing and collections with respect to the customers of the CMU. Provider will support this effort by providing all information necessary for the CMU to timely bill its customers on a monthly basis, including meter data. All such information will be provided in digital form that is configured to work with the City's billing system.

Permits and Compliance

Provider shall obtain, pay for, and maintain all permits required to allow Provider to lawfully perform the O&M Services and otherwise carry out its business affairs as contemplated in the Agreement, and shall secure each permit prior to performance of the relevant portion of the O&M Services for which such permit is required.

Provider shall deliver copies to CMU of each permit promptly after receipt thereof. Provider shall perform all the O&M Services such that the performance of such services will comply with the provisions of all permits.

Provider shall promptly notify CMU of any communication from any governmental authority that alleges that Provider is not acting in compliance with applicable laws. Provider shall provide a copy to the City immediately upon receipt of any notice, order or other correspondence by Provider from any governmental authority related to any failure or asserted failure to comply with any legal requirement. If the legal requirements are inconsistent but one is more stringent that the other(s) (such that all can be complied with by complying with the most stringent requirement), Provider shall perform its obligations in accordance with the most stringent requirement. If two or more requirements are in conflict (such that it is impossible to comply with all of them concurrently), Provider shall promptly notify CMU of the conflict and the CMU shall resolve such conflict in its sole discretion, after considering input from Provider.

Personnel

Provider shall provide the labor and professional, supervisory and managerial personnel required to perform the O&M Services in accordance with the requirements. Such personnel shall be qualified (including possessing appropriate licenses), experienced and trained in the duties to which they are assigned by Provider and capable of performing such duties in accordance with this Agreement.

Provider shall retain sole authority, control and responsibility with respect to labor matters in connection with the performance of the O&M Services. Upon City's reasonable request, Provider shall provide City with the qualifications of any or all personnel employed in connection with the Services at the Project Site. Provider shall remove, and cause subcontractors to remove, any employee, agent or other person engaged in the performance of the O&M Services for Provider or such subcontractor, as the case may be, whose conduct the CMU reasonably deems to be having a material adverse effect on the O&M Services or the Project Infrastructure, adversely impacting the health and safety of the public, or the perception of the CMU, or City's relationship with the surrounding community.

Provider shall provide ongoing training and education programs, as necessary, for all personnel engaged by Provider in providing the O&M Services. Prior to the expiration of the Term, Provider shall train City's personnel in the performance of the O&M Services and in the start-up, shut-down and operation and maintenance of, safety, and all general process understanding and emergency procedures for the Project Infrastructure and all of its sub-systems.

Provider shall take cognizance of and responsibility for the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("***Prevailing Wage Laws***"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. Provider shall fully comply with and require its subcontractors/subconsultants to fully comply with such Prevailing Wage Laws to the extent applicable. If the Services are funded in whole or in part by federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, Provider and all its subcontractors/subconsultants shall pay the higher of the state or federal prevailing wage rates.

Provider shall adopt policies and practices designed to avoid labor disputes, and to minimize the risk of labor-related delays or disruption in providing the O&M Services. Provider shall advise City promptly, in writing, of any actual or threatened labor dispute of which Provider has knowledge that might materially affect the provision of the O&M Services. Notwithstanding the foregoing, the settlement of labor disputes shall be at the discretion of the Party having the difficulty.

Provider shall ensure (with respect to its employees), and shall cause all subcontractors to ensure (with respect to their respective employees), that at the time of hiring, all personnel providing the O&M Services are in possession of all such documents (including visas, driver's licenses and work permits) as may be required by any and all applicable laws. Provider shall provide any such documentation to the CMU in a timely fashion in order for the CMU to comply with any request or requirement of any governmental Authority.

Safety and Emergencies

Provider shall be responsible for the security of the Project Infrastructure during the duration of the Term. Provider shall secure access to the Project Infrastructure sites in accordance with best industry practices.

In the event of an emergency endangering life or property, Provider shall take such action as may be necessary or reasonable to prevent or mitigate injury, damage or loss and shall promptly notify the CMU of any such emergency and the actions taken by Provider. In addition, the CMU may take such action as is necessary or reasonable to prevent, avoid or mitigate injury, damage or loss (provided that the taking of such action by the CMU, or the CMU's failure to do so, shall not limit Provider's liability or its obligations under this Agreement), and if the necessity of taking of such action is caused by Provider's acts or omissions or those of any other responsible party, then Provider shall reimburse the City for the costs incurred by the CMU in taking such action.

Provider shall cooperate with the requests of the CMU to address any and all concerns of the landowners or occupants of real property adjacent to the Project Infrastructure sites. Provider shall not enter into any agreement, contract or understanding with any landowner or occupant of real property adjacent to the Project Infrastructure without the prior written consent of City.

Environmental Compliance

Provider specifically agrees that in the performance of its obligations under this Agreement and in the performance of all the Services hereunder, Provider shall at all times fully comply with and cause each of its subcontractors, if any, to fully comply with all applicable environmental laws. Provider further agrees that Provider shall have and cause its subcontractors, if any, to have and keep in effect all licenses, permits, registrations, certificates, and approvals required by any environmental law or by any governmental agency for the O&M Services undertaken by Provider or its subcontractors, if any, in the performance of Provider's obligations under this Agreement.

All hazardous materials used in connection with the O&M Services will be promptly and properly managed, containerized, stored, removed, transported and disposed of by Provider in accordance with all applicable environmental laws. Without in any way limiting the foregoing, Provider shall not cause or permit the spillage, discharge, emissions, or release of any hazardous materials in the course of performing O&M Services. If spillage, discharge, emission, or release should accidentally occur through Provider's actions, Provider shall immediately notify the CMU and:

(1) Take all reasonable steps necessary to stop and contain said release;
(2) Make any report of such release as required under environmental law;
(3) Clean up such release as required by the applicable governmental agency.

Provider shall immediately notify the CMU's designated representative of the following upon the occurrence of any release of hazardous material in connection with the O&M Services:

(1) A description of the release;
(2) The identification of the hazardous material and the volume released;
(3) Death or injury to any person;
(4) Property damage;
(5) Any communication from any governmental agency that alleges that Provider is not acting in compliance with environmental laws, rules or regulations;
(6) Any communication from any governmental agency that affects any permits or licenses necessary to perform the O&M Services.

Provider shall submit within thirty-six (36) hours of the release to City's designated representative a written report, in a format required by City, describing in detail any event of any release of a hazardous material which shall include the following information:

(1) Name and address of Provider and any subcontractor(s) involved.
(2) Name and address of Provider's commercial and environmental liability insurance carrier.
(3) Name and address of any injured or deceased persons, if applicable.
(4) Name and address of any property damage, if applicable.
(5) A detailed description of the release including the identification of the hazardous material, the date and time of the release, the volume released, and the nature of any environmental contamination.
(6) A determination of whether any of City/CMU personnel, equipment, tools or materials were involved.
(7) A detailed description of all reports made to any governmental agency, and a description of the actions taken to respond to the release.

EXHIBIT "D"

SCOPE OF ENERGY SERVICES

Portfolio Management Strategy

Provider will assist CMU with preparing and periodically updating its portfolio management strategy that addresses regulatory requirements and Risk Management Policy criteria and thresholds (e.g., mark-to-market and open position tolerances). Setting a strategic course requires a firm understanding of the regulatory landscape/requirements and current market conditions (e.g., price and availability by resource type), which will be carefully considered in reviewing and updating a plan that balances costs and other organizational objectives.

Summary of Tasks

Provider shall develop and complete the following key tasks in collaboration with CMU related to portfolio management strategy:

- Prepare briefing materials articulating applicable regulatory requirements, the various energy products and options available to the CMU, market conditions, and cost and other tradeoffs among the available products and energy sources;
- Attain City Council direction on regulatory ambitions and risk tolerances;
- Discuss options for achieving City Council goals and risk tolerances with respect to cost impacts; and
- Review and update a portfolio management strategy and related planning documentation to achieve established targets.

Risk Management Program Administration

A key component to the success of any load serving entity is a comprehensive and effective energy risk management program. A sound energy risk management program enables the timely understanding of portfolio positions relative to specified targets and values-at-risk (for any open positions) and provides CMU's management with requisite information to make informed decisions regarding its portfolio. Some key components of such a program should include: 1) an Energy Risk Management Policy (Risk Policy) that describes the key risks related to energy procurement that an organization faces and its corresponding mitigators, including price risk, volumetric risk, credit risk, and operational risk, among others; 2) Credit Risk Guidelines (Credit Guidelines) that include management practices/parameters related to supplier credit and liquidity (to inform decision related to collateral posting, etc.) and how to manage credit risk in the event of a supplier default; 3) quantification and reporting of portfolio positions, values and risks; and 4) scenario analyses and stress testing to facilitate CMU's understanding of potential stress-based outcomes under extreme circumstances and certain unlikely/undesirable scenarios.

Summary of Tasks

Provider shall develop and complete the following key tasks in collaboration with CMU related to energy risk management:

- Periodically review the Risk Policy to ensure it is tailored to CMU's needs, focusing on information specific to CMU's operations in order to make well-informed decisions and incorporating industry best practices;

- Draft Credit Guidelines that help shield CMU from counter Party credit risk while minimizing collateral postings;
- Determine the best methods and/or systems to aggregate positions, value positions, value risks, and establish the tolerance bands based upon CMU's risk appetite. Provider will prepare the reports required to review together with CMU's senior management at regularly scheduled (likely, quarterly) Risk Oversight Committee meetings; and
- Perform scenario analyses as needed and present the scenario with the most likely outcome and compare it with the extremes and circumstances under which they could occur.

Power Supply Portfolio Management & Procurement

To continue serving customers, CMU will need to secure requisite energy products and services, including shaped energy (i.e., a quantity of energy delivered by the supplier(s) according to an agreed upon schedule), resource adequacy capacity (i.e., reserve capacity required to meet mandatory compliance obligations applicable to municipal utilities, including incremental procurement orders issued by jurisdictional regulatory authorities), renewable energy (both short-term and long-term renewable supply, which will be necessary to satisfy California's recently increased 65% long-term RPS contracting requirement), and carbon-free energy (if necessary).

Summary of Tasks

Provider shall develop and complete the following key tasks in collaboration with CMU related to supplier selection and related contracting for power procurement:

- Develop and maintain a detailed load forecast for all eligible customers within the NMU;
- Determine desired energy and capacity quantities, which would supply aggregate customer requirements, including anticipated participation in default and voluntary retail service options;
- Prepare draft solicitation materials, including a Request for Proposals/Offers document and related bid workbooks (which will provide an organized, uniform framework for bidder responses), to support the procurement of necessary energy and capacity products, including requisite long-term renewable energy contracts to satisfy California's 65% long-term RPS contracting requirement and incremental capacity procurement obligations issued by jurisdictional regulatory authorities (e.g., the supplemental mid-term reliability procurement order issued by the CPUC via D.23-02-040);
- Coordinate with CMU's executive leadership to explore the possibility of procuring surplus RA capacity and RPS-eligible renewable energy (both short- and long-term);
- Evaluate offers received in response to the aforementioned solicitation processes and assist CMU in selecting the preferred supplier(s) of such products and services;
- In conjunction with the CMU's designated staff and legal counsel, support power purchase agreement negotiation for desired products and services;
- Assist CMU (in cooperation with CMU's designated staff and legal counsel) in developing and finalizing form transaction documents for desired products and services; and
- Perform necessary coordinative activities with CMU's selected supplier(s).

Legislative & Regulatory Compliance

As a Load Serving Entity (LSE) within the state of California, CMU will be required to comply with a variety of regulations, including participation in certain reporting programs administered by the CPUC and California Energy Commission (CEC). In particular, the annual electric load forecast (as it relates to future reserve capacity, also known as "resource adequacy," compliance obligations), Western

Renewable Energy Generation Information System (WREGIS) account renewable energy credits validation work, preparation of a renewable procurement plan, preparation of joint cost comparisons (a customer communication requirement created by SB 790) and preliminary power source disclosures will all require pre-launch completion.

Summary of Tasks

To ensure compliance with these requirements, Provider shall complete the following activities:

- Prepare a regulatory compliance calendar and reporting matrix to ensure that management has a thorough understanding of currently applicable technical reporting requirements and related submittal deadlines;
- Prepare load forecast and related filings to ensure compliance with California's resource adequacy program;
- Prepare annual compliance reports, as required under California's Renewables Portfolio Standard Program;
- Validate and transfer renewable energy credits (REC) on the WREGIS platform as the recipient and the issuer of the RECs on behalf of CMU;
- Assist CMU in developing requisite resource planning documents including statutorily required Integrated Resource Plan, if applicable, and RPS Procurement Plan;
- Prepare CMU's annual Power Source Disclosure reports and distribute key portfolio performance metrics to CMU's management – complete the CEC's required Power Content Label template and coordinate with CMU's communications team regarding technical elements of annual Power Content Label preparation;
- Assist and coordinate with CMU and its Scheduling Coordinator to determine the strategies for acquisition of Import Allocation Rights that may be used to support use of import resource adequacy capacity;
- Assist in preparing month-ahead and year-ahead resource adequacy compliance filings, including those related to California's slice-of-day compliance framework;
- Coordinate with resource adequacy suppliers and jurisdictional regulatory agencies to address and resolve prospective compliance issues;
- Assist in preparing compliance filings pursuant to the CEC's biennial Integrated Energy Policy Report, Quarterly Fuels and Energy Report including the related CEC 1306B quarterly report, and the U.S. Energy Information Agency monthly EIA-826 and annual EIA-861 reports;
- Assist in preparing Demand Forecast and Resource Supply compliance filings related to the CEC Integrated Energy Policy Reports;
- Assist in preparing status updates related to incremental procurement orders mandated by the CPUC; and
- Assist in preparing data request responses related to inputs required for calculation of the Power Charge Indifference Adjustment market price benchmarks.

Rate Setting & Financial Modeling

Provider will maintain a working pro forma financial model for CMU use in budgeting, cash flow planning, and financial performance monitoring. Provider will design customer electric rates and update rates for approval by CMU's governing board on an annual basis – such rates will be established at sufficient levels to meet adopted financial targets. The following tasks are included as part of this service:

Summary of Tasks – Rate Setting

- Annually, develop proposed CMU rate schedules; cost of service modeling; IID benchmarking; billing determinant (e.g., Time of Use energy) forecast; present and proposed rate revenue forecast;
- Collaborate with staff, CMU, and CMU governing bodies, as necessary, in regard to rate changes, including necessary new rate designs or options;
- Monitor realized rate revenue vs. projections to identify necessary rate changes;
- Monitor IID rates and surcharges; and
- Prepare a draft feed-in-tariff policy, including applicable project eligibility criteria, pricing schedules, and an appropriate power purchase agreement (which will be primarily based on successfully deployed FIT agreements used by other municipal utilities.

Summary of Tasks – Financial Modeling (Pro Forma)

- Maintain CMU's pro forma financial models of monthly income/expense projections, cash flow and cash balances;
- Update pro forma models as necessary to incorporate current load, resource and market data; monitor accuracy of financial projections on monthly basis; assist in reconciling budget variances;
- Prepare forecast of power supply and other expenses for annual budget;
- Prepare draft annual budget for the CMU program in cooperation with CMU management and accountants; and
- As necessary, coordinate with CMU and its financial advisors with regard to matters that may impact CMU's financial standing, debt levels, electric rates, annual budget, resource planning and other key concerns.

Invoice Validation Services

Provider will provide invoice validation services for all invoices submitted by CMU's counterparties, including invoices relating to all existing and future agreements and contracts for the term of the Agreement for all required power resources to meet regulatory compliance and serve customer loads. The categories of invoices include product components of energy, resource adequacy, and renewable energy attributes that comply with California's Renewable Portfolio Standard, collectively as Products.

Summary of Tasks – Invoice Validation Services

- Upon execution of Products' contracts and agreements and the delivery of such products, invoices will be submitted to Provider by CMU's counterparties.
- Upon receipt of the invoices, Provider will review and validate the submitted invoices against the respective contracts and agreements.
- Should there be discrepancies, incomplete submissions, lack of justifications, and/or clarifications required, Provider will deliberate with CMU's counterparties to ensure invoices are fully validated.
- Once Provider validates the Products' invoices, Provider will approve and forward the invoices to CMU for timely final approval and processing.

Provider will observe the terms of the Products' contracts and agreements to ensure the invoice validation process are completed timely to provide CMU ample time to finalize payments.

Credit Support/Performance Guaranty

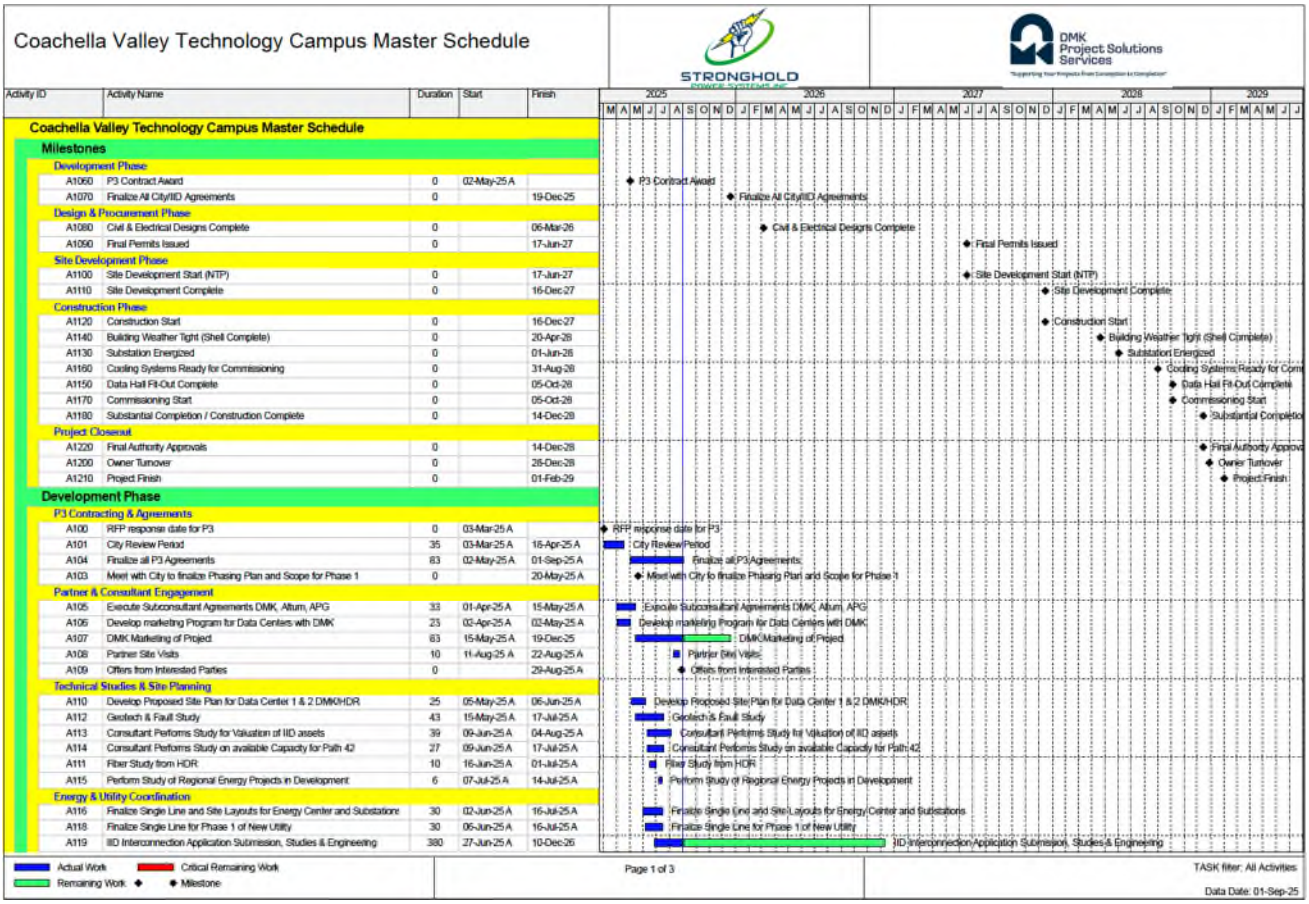
It is intended that Provider will assume all payment risk associated with the procurement of energy to meet load within the NMU.

Provider will work with the CMU to create credit support mechanisms for the procurement of energy and regulatory products, including without limitation, a lockbox for energy provider payments, letters of credit and cash collateral.

To the extent required by counterparties, Provider will act as a guarantor for the obligations of the CMU pursuant to all power purchase agreements and will provide as necessary, letters of credit or cash collateral deposits.

EXHIBIT "E"

DEVELOPMENT SCHEDULE



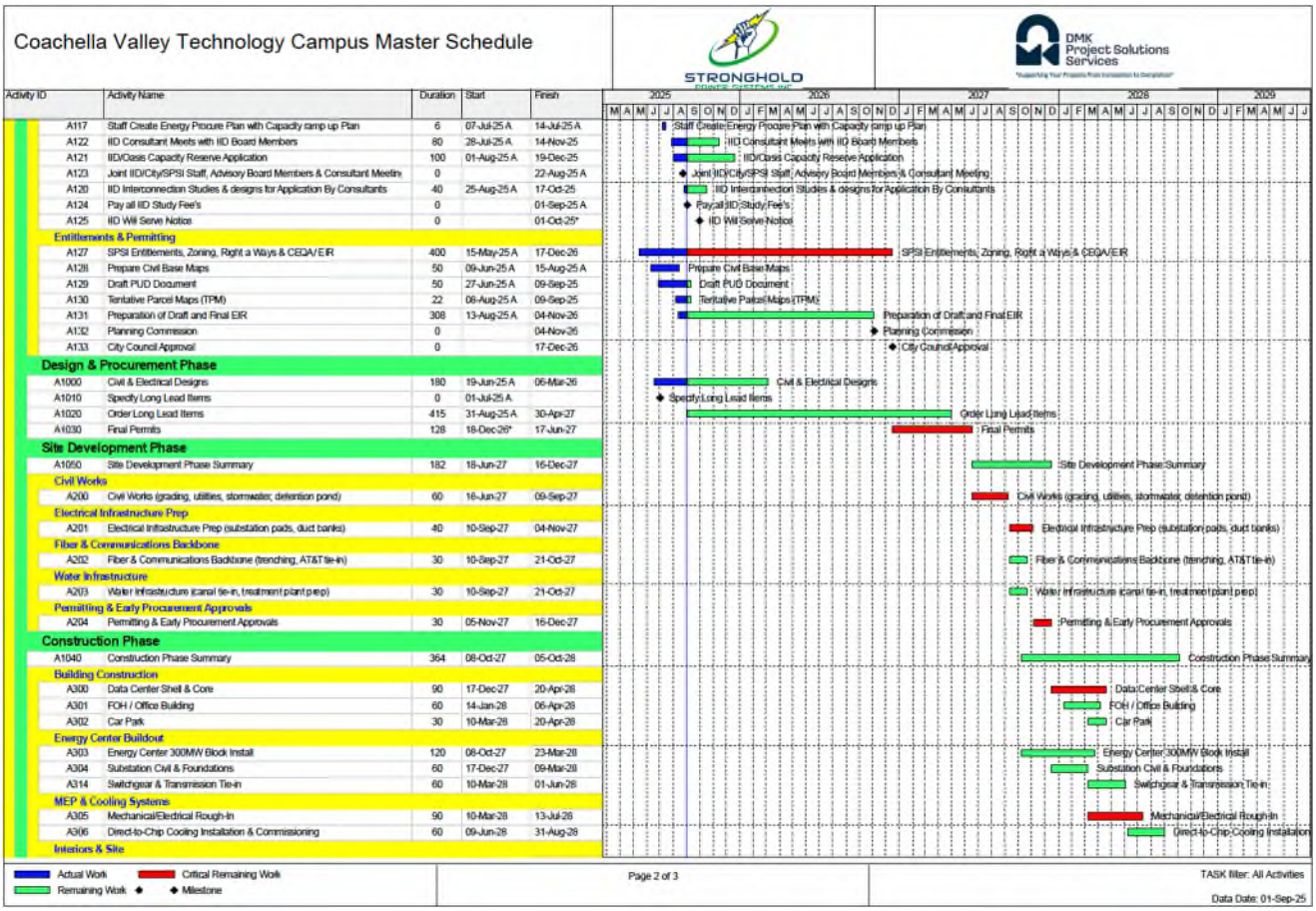

Coachella Valley Technology Campus Master Schedule
STRONGHOLD
DMK Project Solutions Services
Activity ID
Activity Name
Duration
Start
Finish
2025
2026
2027
2028
2029
A117 Staff Create Energy Procure Plan with Capacity ramp up Plan 6 07-Jul-25 A 14-Jul-25 A
A122 IID Consultant Meets with IID Board Members 80 28-Jul-25 A 14-Nov-25
A121 IID/Oasis Capacity Reserve Application 100 01-Aug-25 A 19-Dec-25
A123 Joint IID/City/SPSI Staff, Advisory Board Members & Consultant Meetin 0 22-Aug-25 A
A120 IID Interconnection Studies & designs for Application By Consultants 40 25-Aug-25 A 17-Oct-25
A124 Pay all IID Study Fee's 0 01-Sep-25 A
A125 IID Will Serve Notice 0 01-Oct-25*
Entitlements & Permitting
A127 SPSI Entitlements, Zoning, Right a Ways & CEQA/EIR 400 15-May-25 A 17-Dec-26
A128 Prepare Civil Base Maps 50 09-Jun-25 A 15-Aug-25 A
A129 Draft PUD Document 50 27-Jun-25 A 09-Sep-25
A130 Tentative Parcel Maps (TPM) 22 08-Aug-25 A 09-Sep-25
A131 Preparation of Draft and Final EIR 308 13-Aug-25 A 04-Nov-26
A132 Planning Commission 0 04-Nov-26
A133 City Council Approval 0 17-Dec-26
Design & Procurement Phase
A1000 Civil & Electrical Designs 180 19-Jun-25 A 06-Mar-26
A1010 Specify Long Lead Items 0 01-Jul-25 A
A1020 Order Long Lead Items 415 31-Aug-25 A 30-Apr-27
A1030 Final Permits 128 18-Dec-26* 17-Jun-27
Site Development Phase
A1050 Site Development Phase Summary 182 18-Jun-27 16-Dec-27
Civil Works
A200 Civil Works (grading, utilities, stormwater, detention pond) 60 16-Jun-27 09-Sep-27
Electrical Infrastructure Prep
A201 Electrical Infrastructure Prep (substation pads, duct banks) 40 10-Sep-27 04-Nov-27
Fiber & Communications Backbone
A202 Fiber & Communications Backbone (trenching, AT&T tie-in) 30 10-Sep-27 21-Oct-27
Water Infrastructure
A203 Water Infrastructure (canal tie-in, treatment plant prep) 30 10-Sep-27 21-Oct-27
Permitting & Early Procurement Approvals
A204 Permitting & Early Procurement Approvals 30 05-Nov-27 16-Dec-27
Construction Phase
A1040 Construction Phase Summary 364 08-Oct-27 05-Oct-28
Building Construction
A300 Data Center Shell & Core 90 17-Dec-27 20-Apr-28
A301 FOH / Office Building 60 14-Jan-28 06-Apr-28
A302 Car Park 30 10-Mar-28 20-Apr-28
Energy Center Buildout
A303 Energy Center 300MW Block Install 120 08-Oct-27 23-Mar-28
A304 Substation Civil & Foundations 60 17-Dec-27 09-Mar-28
A314 Switchgear & Transmission Tie-in 60 10-Mar-28 01-Jun-28
MEP & Cooling Systems
A305 Mechanical/Electrical Rough-In 90 10-Mar-28 13-Jul-28
A306 Direct-to-Chip Cooling Installation & Commissioning 60 09-Jun-28 31-Aug-28
Interiors & Site
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Page 2 of 3
TASK filter: All Activities
Data Date: 01-Sep-25

Exhibit "E"

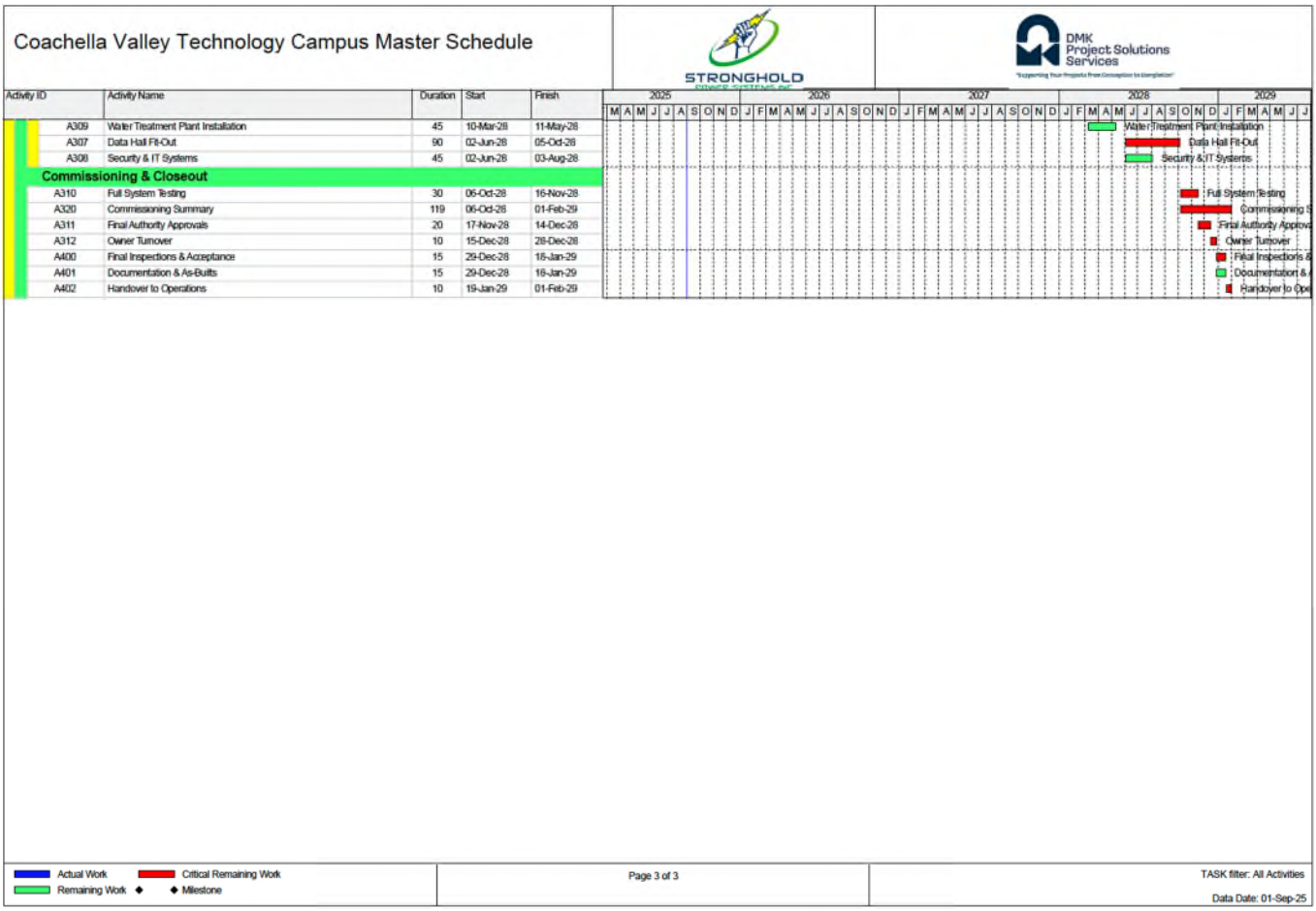

Coachella Valley Technology Campus Master Schedule
STRONGHOLD
DMK Project Solutions Services
Activity ID
Activity Name
Duration
Start
Finish
2025
2026
2027
2028
2029
A309 Water Treatment Plant Installation 45 10-Mar-28 11-May-28
A307 Data Hall Fit-Out 90 02-Jun-28 05-Oct-28
A308 Security & IT Systems 45 02-Jun-28 03-Aug-28
Commissioning & Closeout
A310 Full System Testing 30 06-Oct-28 16-Nov-28
A320 Commissioning Summary 119 06-Oct-28 01-Feb-29
A311 Final Authority Approvals 20 17-Nov-28 14-Dec-28
A312 Owner Turnover 10 15-Dec-28 28-Dec-28
A400 Final Inspections & Acceptance 15 29-Dec-28 18-Jan-29
A401 Documentation & As-Builts 15 29-Dec-28 18-Jan-29
A402 Handover to Operations 10 19-Jan-29 01-Feb-29
Water Treatment Plant Installation
Data Hall Fit-Out
Security & IT Systems
Full System Testing
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Page 3 of 3
TASK filter: All Activities
Data Date: 01-Sep-25

EXHIBIT "F"

MAP OF TECHNOLOGY CAMPUS AND CAMPUS EXPANSION

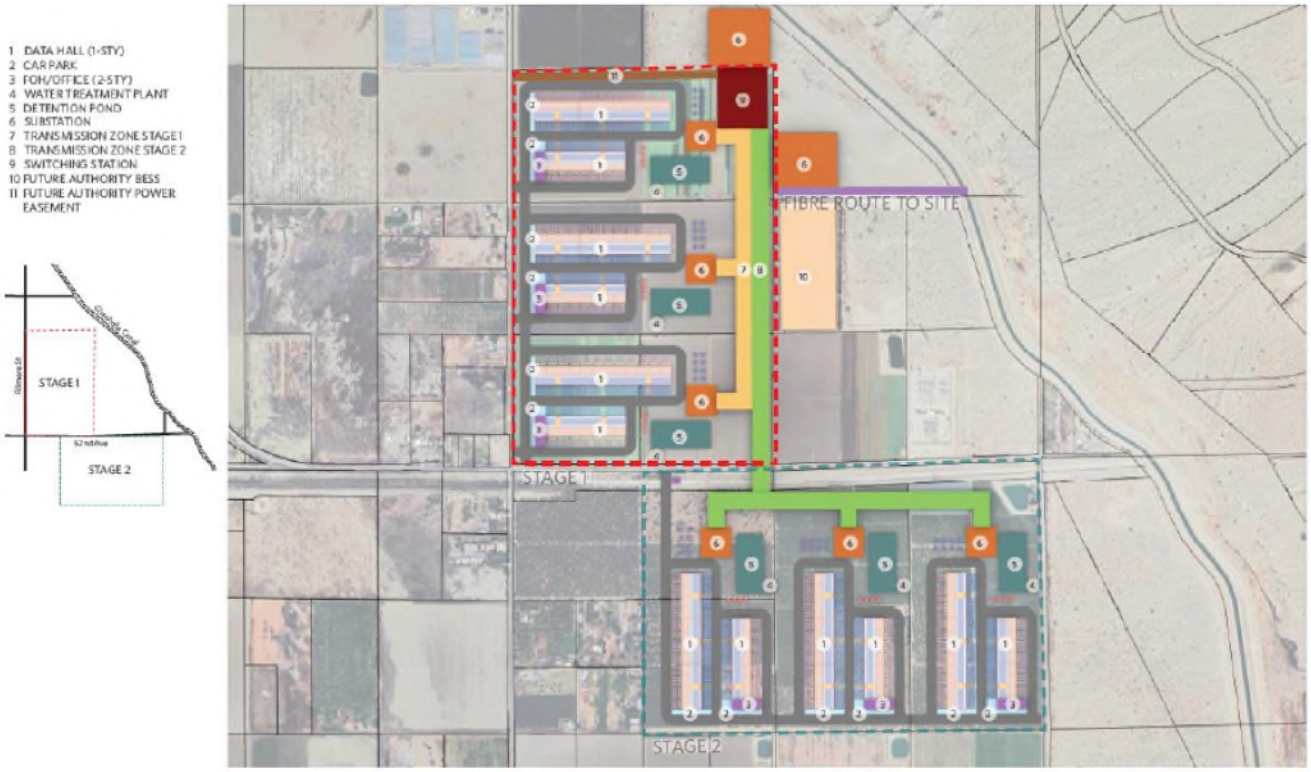


EXHIBIT "G"

RATE ASSUMPTIONS FOR NMU

1. CMU rates will be competitive with IID rates for large commercial customers such as the Technology Campus

2. CMU rates will be consistent with the discussions with initial data center customers within the Technology Campus.

3. CMU rates will be sufficient to cover:

   (i) a retention payment to the CMU equivalent to Eight Percent (8% of gross revenues, subject to reduction in the sole discretion of the City;

   (ii) all anticipated costs and expenses of the CMU for each fiscal year as well as appropriate reserves;

   (iii) all debt service for the Project Infrastructure; and

   (iv) a reasonable return on investment and operating profit of Provider.

EXHIBIT "H"

SERVICE FEE

Provider will provide the Project Infrastructure and all Project Services, O&M Services and Energy Services on the basis of a single turn-key provider fee equal to the revenue of the CMU for providing service within the NMU that is remaining each month after all costs and expenses of the CMU have been paid and the rate retention of the CMU has been retained. Provider acknowledges and agrees that the Service Fee is at-risk subject to the terms and conditions of this Agreement and the City does not guaranty any percentage of return or profit to Provider.

All debt service and repayment for financing obtained by Provider will be paid from its Service Fee.

The Service Fee will be payable in accordance with Section 7.3.

EXHIBIT "I"

LSE REQUIREMENTS

[to be inserted]

EXHIBIT "J"

INSURANCE REQUIREMENTS

See Attached

MINIMUM INSURANCE REQUIREMENTS
DEVELOPMENT & DESIGN PHASE

I. COVERAGE

Before the commencement of any significant design services, Provider shall procure and maintain Professional Liability (Errors & Omissions) insurance covering negligent acts, errors, and omissions arising out of Professional Services performed in connection with this Agreement, including design, engineering, planning, studies, modeling, and technical specifications, with a minimum required limit of $2,000,000 Per Claim and Aggregate.

When Provider retains a licensed architect, engineer or designer or any other Design Consultants (collectively "Consultants") such Consultants and their Subconsultants shall be required to maintain Professional Liability coverage in an amount not less than $5,000,000 Per Claim and Aggregate. This represents the minimum limit required and shall not be construed as confirmation that such limits are adequate to cover the risk.

All required Professional Liability coverage shall be maintained in full force and effect during the performance of the Professional Services and for a period of not less than four (4) years following the completion of such Professional Services, or two (2) years following Substantial Completion of the Project, whichever period is longer. The retroactive date of the Professional Liability policy must predate the beginning of any services provided under the contract and shall not be advanced during the period of time coverage is required to be maintained. Notwithstanding any provision to the contrary, Provider's maximum liability arising out of or related to Professional Services performed in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the available proceeds of insurance, excluding liability arising from gross negligence, willful misconduct, or fraud. Consequential, incidental, or indirect damages are excluded to the maximum extent permitted by law.

II. OPTION TO USE ALTERNATIVE INSURANCE PROGRAMS

Provider may, in lieu of the insurance policies otherwise required above, satisfy such requirements through the use of a project-specific insurance program, a master project insurance program, or any other consolidated or alternative insurance arrangement (collectively, an "Alternative Insurance Program"), provided that the coverage afforded by such Alternative Insurance Program is substantially equivalent to, or more comprehensive than, the coverage required under this Agreement.

To the extent an Alternative Insurance Program is used, Provider may require its Consultants and Subconsultants to participate in such program, which shall satisfy their corresponding insurance obligations under this Agreement. The City shall not require Consultants or Subconsultants to procure separate or duplicative insurance unless commercially necessary due to a material coverage gap.

MINIMUM INSURANCE REQUIREMENTS
CONSTRUCTION PHASE

Provider shall procure and maintain insurance of the types specified below, and shall cause each of its Contractors, Subcontractors and Consultants of every tier (collectively "Contractors") to procure and maintain the same. All coverage shall be placed with insurance companies licensed to do business in the state where the project is located with a minimum A.M. Best rating of A- VIII. A specific exception to this requirement will be the State Compensation Insurance Fund of California.

Unless otherwise approved in writing by the City of Coachella ("City"), these insurance obligations shall remain in effect from commencement of any Work until Final Acceptance and through any applicable warranty or maintenance period specified in the Agreement.

I. COVERAGE

1. Commercial General Liability (CGL) Insurance

Provider shall maintain Commercial General Liability (CGL) insurance with a limit of not less than $2,000,000 Per Occurrence and $4,000,000 Aggregate. If such CGL insurance contains a General Aggregate Limit, it shall apply separately to this project as evidenced by ISO Endorsement CG 25 03 or equivalent.

CGL insurance shall be written on the current version of the ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If the CGL policy does not contain standard ISO separation of insureds condition or substantially similar clause, there shall be an endorsement providing cross liability.

If the Scope of Work includes work within 50 feet of any railroad, the CGL policy shall be endorsed to delete the Contractual Liability exclusion for work performed within 50 feet of a railroad.

The City shall be included as an additional insured under the CGL using ISO additional insured endorsements CG 20 10 10/01 (ongoing) and CG 20 37 10/01 (completed operations) or their equivalents, to the extent commercially available. Coverage shall be primary to, and will not seek contribution from, any other insurance or self-insurance programs afforded to the City. Coverage shall be maintained in effect for a period of ten (10) years following completion.

2. Commercial Auto

Provider shall maintain Commercial Auto insurance for all owned, hired, and non-owned vehicles with limits of not less than $1,000,000 Each Accident.

Coverage shall be written on the current version of ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. The City shall be included as an additional insured, on a primary and non-contributory basis.

3. Workers Compensation and Employers Liability Insurance

Provider shall maintain Workers Compensation and Employers Liability insurance as required by statute. Employers Liability limits shall not be less than $1,000,000 Each Accident, $1,000,000 Each Employee by Disease, and $1,000,000 Policy Limit by Disease.

4. Umbrella/Excess Liability
Provider shall maintain Umbrella/Excess Liability coverage with a minimum limit of $25,000,000 Each Occurrence and $25,000,000 Aggregate. Such policy shall provide coverage over and above the CGL, Auto Liability, and Employers Liability required herein and shall be at least as broad as the underlying coverages. The Excess policy (or policies) shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

This insurance will name the City as additional insured for ongoing and completed operations on a primary and non-contributory basis.

5. Professional Liability (Errors and Omissions)
Provider shall maintain Professional Liability insurance covering negligent acts, errors, and omissions arising out of Professional Services in an amount not less than $10,000,000 Per Claim and Aggregate.

If Provider or Contractors, retain a licensed architect, engineer or designer ("Design Professional") such Design Professional shall be required to maintain Professional Liability coverage in an amount not less than $5,000,000 Per Claim and Aggregate. This represents the minimum limit required and shall not be construed as confirmation that such limits are adequate to cover the risk.

All required Professional Liability coverage shall be maintained in force throughout the life of the project and for a period of four (4) years following substantial completion of the project. The retroactive date of the Professional Liability policy must predate the beginning of any services provided under the contract and shall not be advanced during the period of time coverage is required to be maintained.

6. Pollution Liability
Provider shall maintain Pollution Liability in an amount not less than $10,000,000 Per Occurrence and $10,000,000 Aggregate.

If any Contractor, Subcontractor or supplier, regardless of tier, perform remediation of hazardous material, or if their operations create an exposure to hazardous materials as those terms are defined in federal, state, or local law, such parties shall maintain in force for the full period of this contract insurance covering losses caused by pollution incidents arising from the operations of such parties. This insurance shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $5,000,000 Per Occurrence and $5,000,000 Aggregate

The City shall be included as an additional insured, on a primary and non-contributory basis.

If any Contractor, Subcontractor or supplier, regardless of tier, haul hazardous material (including without limitation, waste) their Commercial Auto policy must include MCS 90 and ISO endorsement CA 99 48 or equivalent coverage.

8. Riggers Liability
If Contractors work involves the moving, lifting, lowering, rigging or hoisting of property or equipment, such Contractor (or Contractors) shall carry Rigger's Liability Insurance to insure against physical loss or damage to first party or third party property or equipment and third party bodily injury with a minimum limit of $10,000,000.

7. Builders Risk (All-Risk)

Provider shall procure and maintain Builders Risk insurance on an "all-risks" completed value or equivalent policy form with a limit sufficient to cover the total value of the entire Project on a replacement cost basis including all materials, equipment, machinery, fixtures, and supplies intended for incorporation into the Utility. The limit shall be no less than the initial contract value, plus the value of any subsequent modifications. Coverage shall include property in transit, and to the extent commercially available and affordable, Equipment Breakdown, Testing, Delay In Start Up, Earthquake and Flood. The City, Provider, Contractor, and all Subcontractors of every tier shall be included as Additional Named Insureds (or Additional Insureds) on the policy.

The requirement to maintain Builders Risk shall remain in full force at all times during the duration of project without any gaps, delays or breaks in coverage, until the Completion and Acceptance of the Work.

The City and Provider waive all rights against each other and any of their Contractors, Subcontractors, agents, and employees, each of the other, for damages caused by fire, or other causes of loss, to the extent those losses are covered by the Builders Risk required by this agreement or other Property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The City and Provider, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Exhibit shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. If during the Project construction period the City insures properties, real or personal or both, at or adjacent to the site, the City waives all rights in accordance with the terms of this Exhibit for damages caused by fire or other causes of loss covered by said separate Property insurance or any Self-Insurance Program.

II. ADDITIONAL PROVISIONS AND CONDITIONS

1. Waiver of Subrogation

Provider waives all rights against the City, its agents, and employees for recovery of damages to the extent these damages are covered by insurance (whether or not such insurance is required by this agreement) including but not limited to Commercial General Liability, Commercial Auto, Workers Compensation, and Pollution Liability. This waiver or subrogation shall not apply to the extent such damages arise out of any acts, omissions, negligence or willful misconduct of the City.

2. Cancellation of Insurance

If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium, Provider's insurer or insurer's representative will provide 30 days notice of such cancellation or nonrenewal.

3. Evidence of Insurance

Prior to commencement of the work, Provider shall furnish the City with a Certificate of Insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. Copies of all required endorsements shall be submitted with the Certificate of Insurance. If requested by the City, Provider shall furnish copies of policies for each coverage required.

4. Failure to Maintain Insurance

Failure to maintain the required insurance may result in termination of this contract at the City's option.

5. Lower Tier Insurance

With the exception of Builders Risk, Provider shall require all Contractors to maintain insurance consistent with these requirements and shall be responsible for ensuring compliance.

6. Continuation of Coverage
All policies, coverages, and limits required by this agreement shall be maintained for a period of at least four (4) years following completion of the project unless specified elsewhere in this Exhibit.

7. No Representation of Coverage Adequacy
This Exhibit K shall not be construed as a representation or guarantee that such coverage and limits are adequate to protect the City, Provider, or any other party to the project, nor shall such coverage and limits be deemed as a limitation of liability.

III. BOND AND FINANCIAL SECURITY REQUIREMENTS

Provider may be required to maintain security requirements that may be satisfied with insurance or surety bonds. Provider may also require surety bonds securing the Provider's obligations by subcontractors, vendors and suppliers.

IV. CHANGES

The Parties acknowledge that insurance markets, statutory requirements, utility standards, and project risk profiles may change over time. The Insurance Requirements applicable to the Construction Phase are therefore subject to adjustment in accordance with this Section. No Party shall be required to procure or maintain insurance coverage beyond what is commercially reasonable, available, and customary for comparable public-private utility projects.

Accordingly, the Parties shall, in good faith, review the Insurance Requirements for the Construction Phase set forth in this Exhibit and may amend such requirements upon mutual written agreement. Any amendment shall be reasonably and proportionately based upon: (a) a material change in the scope or nature of the Work, (b) a change in applicable law, regulation, code, or binding industry standard, (c) a change in the commercial availability, terms, or pricing of the relevant insurance coverage, or (d) prevailing prudent practices within the utility, construction, or renewable-energy space.

The City shall have no unilateral right to increase the required limits or impose new insurance obligations on the Provider or its Contractors, except as expressly allowed in this Section.

If any required coverage becomes commercially unavailable, the Parties shall work in good faith to agree on a commercially reasonable substitute.

V. OPTION TO USE ALTERNATIVE INSURANCE PROGRAMS

Provider may, in lieu of one or more of the insurance policies otherwise required under this Agreement, satisfy such requirements through the use of an Owner-Controlled Insurance Program ("OCIP"), a Contractor-Controlled Insurance Program ("CCIP"), a project-specific insurance program, a master project insurance program, or any other consolidated or alternative insurance arrangement (collectively, an "Alternative Insurance Program"), provided that the coverage afforded by such Alternative Insurance Program is substantially equivalent to, or more comprehensive than, the coverage required under this Agreement, as determined by City in its reasonable discretion.

To the extent an Alternative Insurance Program is used, Provider may require its Contractors and Subcontractors of every tier to participate in such program, which shall satisfy their corresponding

insurance obligations under this Agreement. The City shall not require Contractors or Subcontractors to procure separate or duplicative insurance unless commercially necessary due to a material coverage gap.

MINIMUM INSURANCE REQUIREMENTS
OPERATION, MAINTENANCE AND SERVICE PHASE

Provider shall procure and maintain insurance of the types specified below, and shall cause each of its Subcontractors and Subconsultants of every tier (collectively "Subcontractors") to procure and maintain the same. All coverage shall be placed with insurance companies licensed to do business in the state where the project is located with a minimum A.M. Best rating of A- VIII. A specific exception to this requirement will be the State Compensation Insurance Fund of California.

The insurance required herein shall remain in effect for the full term of the O&M Agreement, including any renewal terms, warranty periods, or transition periods required for turnover.

I. COVERAGE

1. Commercial General Liability (CGL) Insurance

Provider shall maintain Commercial General Liability (CGL) insurance with a limit of not less than $2,000,000 Per Occurrence and $4,000,000 Aggregate.

CGL insurance shall be written on the current version of the ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If the CGL policy does not contain standard ISO separation of insureds condition or substantially similar clause, there shall be an endorsement providing cross liability.

If the Scope of Services includes any work within 50 feet of any railroad, the CGL policy shall be endorsed to delete the Contractual Liability exclusion for work performed within 50 feet of a railroad.

The City of Coachella ("City") shall be included as an additional insured under the CGL using ISO additional insured endorsements CG 20 10 10/01 (ongoing) and CG 20 37 10/01 (completed operations) or their equivalents, to the extent commercially available. Coverage shall be primary to, and will not seek contribution from, any other insurance or self-insurance programs afforded to the City.

2. Commercial Auto

Provider shall maintain Commercial Auto insurance for all owned, hired, and non-owned vehicles with limits of not less than $1,000,000 Each Accident.

Coverage shall be written on the current version of ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. The City shall be included as an additional insured.

3. Workers Compensation and Employers Liability Insurance

Provider shall maintain Workers Compensation and Employers Liability insurance as required by statute. Employers Liability limits shall not be less than $1,000,000 Each Accident, $1,000,000 Each Employee by Disease, and $1,000,000 Policy Limit by Disease.

4. Umbrella/Excess Liability

Provider shall maintain Umbrella/Excess Liability coverage with a minimum limit of $25,000,000 Each Occurrence and $25,000,000 Aggregate. Such policy shall provide coverage over and above the CGL, Auto Liability, and Employers Liability required herein and shall be at least as broad as the underlying

coverages. The Excess policy (or policies) shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

This insurance will name the City as additional insured for ongoing and completed operations on a primary and non-contributory basis.

5. Professional Liability (Errors and Omissions)
If Provider provide engineering, design, supervision of interconnection systems, technical performance modeling, or similar Professional or Technical Services, Provider shall maintain Professional Liability insurance covering negligent acts, errors, and omissions arising out of such Professional Services in an amount not less than $10,000,000 Per Claim and Aggregate.

If Provider retain Subcontractors to provide Professional Services, Subcontractors shall be required to maintain Professional Liability coverage in an amount not less than $5,000,000 Per Claim and Aggregate. This represents the minimum limit required and shall not be construed as confirmation that such limits are adequate to cover the risk.

All required Professional Liability coverage shall be maintained in force throughout the life of the contract and for a period of four (4) years following completion of services. The retroactive date of the Professional Liability policy must predate the beginning of any services provided under the contract and shall not be advanced during the period of time coverage is required to be maintained.

6. Pollution Liability
Provider shall maintain Pollution Liability in an amount not less than $10,000,000 Per Occurrence and $10,000,000 Aggregate.

If any Subcontractors retained by Provider perform remediation of hazardous material, or if their operations create an exposure to hazardous materials as those terms are defined in federal, state, or local law (including but not limited to battery storage chemicals, herbicides, and transformer oils) such parties shall maintain in force for the full period of this contract insurance covering losses caused by pollution incidents arising from the operations of such parties. This insurance shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $5,000,000 Per Occurrence and $5,000,000 Aggregate.

The City shall be included as an additional insured, on a primary and non-contributory basis.
If Provider or Subcontractors, regardless of tier, haul hazardous material (including without limitation, waste) their Commercial Auto policy must include MCS 90 and ISO endorsement CA 99 48 or equivalent coverage.

7. Cyber Liability
Provider shall maintain Cyber Liability covering losses and claims arising from or related to unauthorized access to, or use of, Project data, SCADA systems, communications networks, monitoring platforms, or other IT systems; Data Breach; Network Security Failures; Cyber Extortion; and Business Interruption or Extra Expense resulting from a Cyber Incident. Coverage shall include third-party liability, regulatory actions, incident response costs, forensic investigation, data restoration, system restoration, and breach notification expenses. The limits maintained shall be no less than $5,000,000 Per Claim and Aggregate.

8. Property Insurance (All-Risk)

Beginning on the Utility Operations Date and continuing for the duration of the Operating Term, as defined in the agreement, the Provider shall procure and maintain Property Insurance covering all related infrastructure, equipment, facilities, and improvements owned by the CMU in connection with the NMU. Coverage shall be written on an "all-risk" basis including coverage for physical loss or damage caused by Windstorm, Hail, Flood, Earthquake, Collapse, Theft, Vandalism, and Equipment Breakdown (including electrical arcing, mechanical breakdown, and transformer failure), to the extent commercially available and affordable. Pursuant to Section 9 of the Agreement, the City will be responsible to provide wildfire coverage for the assets of the CMU. In addition, Property Insurance shall include: Business Interruption, Electrical Generation Interruption, and/or Loss of Income in amounts sufficient to cover loss of revenue, operating margin, and fixed expenses during the period of restoration; Extra Expense coverage to minimize interruption or expedited repair costs; coverage for Renewable Energy Equipment (as applicable) including but not limited to photovoltaic modules, trackers, inverters, transformers, communications equipment, SCADA systems, battery-energy storage components, and interconnection facilities owned by the Operating Entity; and Utility Service Interruption coverage to the extent commercially available and affordable.

Property Insurance shall be maintained for the full replacement cost. Unless otherwise agreed, replacement cost valuation shall be based on: the current replacement cost of solar generating equipment and balance of plant (i.e. non-panel infrastructure) at the time of loss, and the full replacement cost of batteries or other energy storage equipment (if applicable).

The City shall be named as a Loss Payee, but only to the extent of their insurable interest in the Property. If required by Loan or Finance Agreement, Lender shall be included as Loss Payee or Mortgagee pursuant to such agreement.

9. Equipment
Provider and Subcontractors are responsible for insuring their own tools, vehicles, drones, test equipment, SCADA laptops, and personal property. The City is not responsible for such equipment or property.

II. ADDITIONAL PROVISIONS AND CONDITIONS

1. Waiver of Subrogation
Nothing in this Section shall modify or expand the scope of indemnity, except to allocate responsibility between the Parties and their insurers consistent with the risk allocation set forth in this Agreement.

2. Cancellation of Insurance
If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Provider' insurer or insurer's representative will provide 30 days notice of such cancellation or nonrenewal.

3. Evidence of Insurance
Prior to commencement of services, Provider shall furnish the City with a Certificate of Insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. Copies of all required endorsements shall be submitted with the Certificate of Insurance. If requested by the City, Provider shall furnish copies of policies for each coverage required.

4. Failure to Maintain Insurance
Failure to maintain the required insurance may result in termination of this contract at the City's option.

5. Lower Tier Insurance

With the exception of Property Insurance, Provider shall require all Subcontractors to maintain insurance consistent with these requirements and shall be responsible for ensuring compliance.

6. Continuation of Coverage
All policies, coverages, and limits required by this agreement shall be maintained for a period of at least four (4) years following completion of services unless specified elsewhere in this Exhibit.

7. No Representation of Coverage Adequacy
Exhibit K shall not be construed as a representation or guarantee that such coverage and limits are adequate to protect the City, Provider, or any other party providing services in accordance with this Agreement, nor shall the requirement of such coverage and limits be deemed as a limitation of liability.

III. BOND AND FINANCIAL SECURITY REQUIREMENTS

The Provider may be required to maintain security requirements that may be satisfied with insurance or surety bonds. The Provider may also require surety bonds securing the Provider' obligations by subcontractors, vendors and suppliers.

IV. CHANGES

The Parties acknowledge that insurance markets, statutory requirements, utility standards, and project risk profiles may change over time. The requirements applicable to the Operational Phase are therefore subject to adjustment in accordance with this Section. No Party shall be required to procure or maintain insurance coverage, bonds, or financial instruments beyond what is commercially reasonable, available, and customary for comparable public-private utility projects.

Accordingly, the Parties shall, in good faith, review the requirements for the Operational Phase set forth in this Exhibit K and may amend such requirements upon mutual written agreement. Any amendment shall be reasonably and proportionately based upon: (a) a material change in the scope or nature of the Work, (b) a change in applicable law, regulation, code, or binding industry standard, (c) a change in the commercial availability, terms, or pricing of the relevant insurance coverage, or (d) prevailing prudent practices within the utility, construction, or renewable-energy space.

The City shall have no unilateral right to increase the required limits or impose new obligations on the Provider or its Subcontractors, except as expressly allowed in this Section.

If any required coverage becomes commercially unavailable, the Parties shall work in good faith to agree on a commercially reasonable substitute.

V. OPTION TO USE ALTERNATIVE INSURANCE PROGRAMS

Provider may, in lieu of one or more of the insurance policies otherwise required under this Agreement, satisfy such requirements through the use of a project-specific insurance program, a master project insurance program, or any other consolidated or alternative insurance arrangement (collectively, an "Alternative Insurance Program"), provided that the coverage afforded by such Alternative Insurance Program is substantially equivalent to, or more comprehensive than, the coverage required under this Agreement, as determined by City in its reasonable discretion.

FPPC COMPLAINT 01

Steven A. Hernandez — Former Mayor, City of Coachella Gov. Code §87100

COMPLAINT TO THE FAIR POLITICAL PRACTICES COMMISSION
State of California
Alleged Violation of the Political Reform Act
California Government Code Section 87100 et seq.
Filed: June 2026

COMPLAINANT INFORMATION
Name: Francisco Molina
City: Coachella, CA 92236
Capacity: Coachella Resident and Business Owner
RESPONDENT INFORMATION
Name: Steven A. Hernandez
Title at Time of Violation: Mayor, City of Coachella
Address: Coachella, CA 92236
STATEMENT OF FACTS
Background — The February 11, 2026 Vote
On February 11, 2026, the Coachella City Council voted unanimously 5-0 to approve a Municipal Utility Development Agreement with Coachella Valley Power Services LLC, a subsidiary of Stronghold Power Systems Inc. The agreement grants Stronghold exclusive authority to develop, operate, and manage city electrical utility infrastructure for a term of 20 years with two optional 5-year extensions, as confirmed by the executed agreement on file with the City of Coachella (Supporting Document 9). Steven A. Hernandez served as Mayor of the City of Coachella and participated in and voted in favor of this agreement without recusing himself.
Documented Campaign Contribution from Stronghold Power Systems
Campaign finance disclosure records on file with the City of Coachella City Clerk confirm that Stronghold Power System Inc, located at 3421 Gato Court Suite C, Riverside CA 92507, contributed $4,900 to the Committee to Elect Steven Hernandez for Mayor 2022. This contribution was received on October 11, 2022 and is documented on Schedule A of Hernandez's Form 460 Pre-Election Statement covering the period September 25 through October 22, 2022, Committee ID 1454871, filed with the City of Coachella City Clerk and stamped received October 26, 2022 (Supporting Document 1).
Documented Financial Relationship with Supervisor V. Manuel Perez
Campaign finance disclosure records on file with the Riverside County Registrar of Voters confirm that V. Manuel Perez for Supervisor 2022, Committee ID 1396909, contributed $4,900 to the Committee to Elect Steven Hernandez for Mayor 2022 on September 13, 2022, filed as Form 460E and coded CTB — Contribution. This contribution is corroborated in Hernandez's own Form 460 Schedule A showing receipt of $4,900 from V. Manuel Perez for Supervisor 2022 on September 14, 2022 (Supporting Documents 2 and 3).
Campaign finance disclosure records further confirm that V. Manuel Perez for Supervisor 2026 paid Steven Hernandez $10,000 on June 28, 2023, filed as Form 460E, coded CNS — Campaign Consultants. This establishes a direct paid consulting relationship between Hernandez and Supervisor Perez's campaign after Hernandez's tenure as mayor (Supporting Document 3).
Supervisor Perez received documented campaign contributions from Beverly Bailey, identified in California Secretary of State Cal-Access records as CEO and President of Stronghold Engineering Inc across 78 contributions totaling $124,100 in state-level filings (Supporting Document 5). Beverly Bailey is the principal of the Stronghold-affiliated entities that are party to the February 11, 2026 agreement. The executed Municipal Utility Development Agreement confirms that Stronghold Power Systems, Inc. formed and owns a majority interest in Coachella Valley Power Services LLC, the contracting entity named in the agreement (Supporting Document 9).
No Recusal Analysis Was Conducted

On May 11, 2026, at the City of Coachella's public Town Hall Meeting regarding the Stronghold agreement, the complainant raised the Stronghold contribution to Hernandez on the public record. The city attorney responded at timestamp 55:43: 'I'm not aware of the contribution and it certainly wasn't discussed at the council meeting.' The city attorney further stated at timestamp 57:32: 'I was not aware of that. I don't know that anyone on the city attorney had any idea of that.' The city attorney acknowledged at timestamp 57:45: 'It's his obligation as the mayor to recuse himself if he had a conflict of interest.' These statements constitute on-record admissions that the contribution was neither disclosed nor analyzed prior to the February 11, 2026 vote (Supporting Document 7).

Documented Prior Financial Relationship with Council Member Virgen

Riverside County NetFile campaign finance records confirm that Stephanie Virgen for CVUSD Trustee Area 1 2020 contributed $2,000 to Steven A. Hernandez For Mayor 2020 on October 21, 2020, filed as both F497P1 — Late contributions received — and F460A — Monetary contributions. This establishes a documented prior financial relationship between Hernandez and Stephanie Virgen — the same council member who made the motion to approve the February 11, 2026 Stronghold agreement — predating the agreement by more than five years. Neither Hernandez nor Virgen disclosed this prior financial relationship on the record at the February 11, 2026 meeting (Supporting Documents 3 and 8).

Documented Contribution from PropCorp Inc — BBK Conflict Entity

Campaign finance disclosure records on file with the City of Coachella City Clerk confirm that PropCorp Inc, PO Box 3016, Indio CA 92202, contributed $2,000 to the Committee to Elect Steven Hernandez for Mayor 2022. This contribution was received on October 13, 2022 and is documented on Schedule A of Hernandez's Form 460 Pre-Election Statement covering the period September 25 through October 22, 2022, Committee ID 1454871 (Supporting Documents 1 and 6).

PropCorp Inc is the company of Paul Pavao, who is identified as the property owner and applicant in a 2021 Reimbursement Agreement with the City of Coachella (Supporting Document 10). Best Best and Krieger LLP is expressly named as Legal Counsel in Exhibit B of that same agreement, retained to provide legal review services to the City in processing Pavao's application involving APN 603-090-008 — the same parcel area adjacent to the Stronghold project site (Supporting Document 10). BBK's prior representation in connection with that same property area, combined with its subsequent representation of the city in negotiating the Stronghold agreement, raises a documented conflict of interest question under California Rules of Professional Conduct Rule 1.9.

The documented $2,000 contribution from PropCorp Inc to Hernandez's 2022 campaign — from the same entity whose prior dealings with BBK form the basis of the Rule 1.9 conflict concern — further establishes the financial relationships between Hernandez and parties with a direct interest in the Stronghold agreement that warranted disclosure and recusal analysis prior to the February 11, 2026 vote.

ALLEGED VIOLATIONS

California Government Code Section 87100 prohibits a public official from making, participating in making, or attempting to use his official position to influence a governmental decision in which he has a financial interest. The documented $4,900 contribution from Stronghold Power Systems to Hernandez's campaign, combined with the documented financial relationships between Hernandez and Supervisor Perez — whose campaign was funded by Stronghold's principal Beverly Bailey — and Perez's subsequent $10,000 consulting payment to Hernandez, establish a pattern of financial relationships between Hernandez and parties with a direct financial interest in the February 11, 2026 agreement that warranted recusal analysis and public disclosure.

The city attorney's on-record admissions confirm that no recusal analysis was conducted and that the contribution was not disclosed prior to the vote. Hernandez participated in and voted in favor of the agreement without recusal.

The complainant respectfully requests that the FPPC investigate whether Steven A. Hernandez's participation in the February 11, 2026 vote approving the Municipal Utility

Development Agreement with Stronghold Power Systems violated California Government Code Section 87100, and whether any additional violations of the Political Reform Act apply based on the documented financial relationships described herein.

SUPPORTING DOCUMENTS

The following primary source documents support this complaint and are available for submission:

1. E1-01_AND_E1-06 — Steven Hernandez Form 460, September 25 – October 22, 2022, Schedule A — Stronghold Power System Inc $4,900 (page 8, October 11, 2022) and PropCorp Inc $2,000 (page 10, October 13, 2022). Filed with City of Coachella City Clerk, Committee ID 1454871.
2. E1-02 — V. Manuel Perez for Supervisor 2022 F460E — $4,900 to Steven Hernandez for Mayor 2022, September 13, 2022. Filed with Riverside County Registrar of Voters.
3. E1-03_AND_E1-04 — Riverside County NetFile, Steven Hernandez full transaction history — confirming Perez $4,900 contribution September 13, 2022, Perez $10,000 consulting payment June 28, 2023, and Stephanie Virgen for CVUSD Trustee Area 1 2020 contribution of $2,000 to Hernandez For Mayor 2020 on October 21, 2020.
4. E1-03_AND_E1-04 — V. Manuel Perez for Supervisor 2026 F460E — $10,000 to Steven Hernandez, June 28, 2023, coded CNS Campaign Consultants. Filed with Riverside County Registrar of Voters.
5. E1-05 — Beverly Bailey Cal-Access Advanced Search Results — 78 contributions totaling $124,100, employer listed as Stronghold Engineering Inc on all filings. California Secretary of State records, current as of May 31, 2026.
6. E1-01_AND_E1-06 — Steven Hernandez Form 460, September 25 – October 22, 2022, Schedule A page 10 — PropCorp Inc $2,000, October 13, 2022. Filed with City of Coachella City Clerk, Committee ID 1454871.
7. E1-07 — City of Coachella Town Hall Meeting transcript, May 11, 2026, timestamps 55:00 – 58:13 — city attorney on-record admissions regarding Hernandez contribution and recusal.
8. E1-08 — City of Coachella City Council Meeting Minutes, February 11, 2026 — confirming unanimous 5-0 vote and Hernandez's participation as Mayor.
9. E1-09 — Municipal Utility Development Agreement between City of Coachella and Coachella Valley Power Services LLC, dated February 2026. Confirms: (a) 20-year term running from Utility Operations Date through its twentieth anniversary; (b) two optional 5-year renewal periods by mutual agreement; (c) Stronghold Power Systems, Inc. formed and owns a majority interest in Coachella Valley Power Services LLC (Recital D). Source: City of Coachella agenda packet, February 11, 2026.
10. E1-10 — City of Coachella Reimbursement Agreement with Paul Pavao, dated August 25, 2021. Confirms Pavao as property owner and applicant at APN 603-090-008 and names Best Best & Krieger LLP as Legal Counsel in Exhibit B, retained to provide legal review services in connection with Pavao's application involving the same parcel area adjacent to the Stronghold project site. Source: City of Coachella agenda packet.

CERTIFICATION

I, Francisco Molina, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and belief, based on primary source public records research conducted by the complainant.

Signature: _____

Printed Name: Francisco Molina

Date: June 4, 2026

City: Coachella, CA 92236

Contact: cityofcoachellawatchdogs@gmail.com

Advanced Search Results

Results Summary

$124,100.00 in 78 contributions (help/#results)

Important - Adjustments may apply for ballot measures. **Find out more. (help/prop-adj.php)**

BEVERLY BAILEY has contributed
Employee Contributions
$89,600.00 to **candidates**
$5,000.00 to **ballot measures**
$18,000.00 to **other committees**

Organizational Contributions
$11,000.00 to **candidates**
$500.00 to **other committees**

Contributions

Show 100 rows Sort by Date Descending **Update**

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(help/#results)

Showing **1** to **78** of **78** rows **Show more fields** (help/#results)

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
WALLIS, GREG	Greg Wallis for Assembly 2026	1477044	State Assembly		Bailey, Beverly		$1,000.00	Apr 2, 2026	Stronghold Engineering, Inc.	Chief Executive Officer
CASTILLO, LETICIA	Leticia Castillo for Assembly 2026	1477348	State Assembly		Bailey, Beverly		$2,500.00	Feb 15, 2026	Stronghold Engineering, Inc.	CEO
DELGADO, ED	Ed Delgado for Assembly 2026	1482140	State Assembly		Bailey, Beverly		$2,500.00	Nov 4, 2025	Stronghold Engineering, Inc.	CEO
CASTILLO, LETICIA	Leticia Castillo for Assembly 2026	1477348	State Assembly		Bailey, Beverly		$250.00	Nov 4, 2025	Stronghold Engineering, Inc.	CEO
STRICKLAND, TONY	Tony Strickland for Senate 2026	1467958	State Senate		Bailey, Beverly		$1,000.00	Oct 1, 2025	Stronghold Engineering	President/CEC
STRICKLAND, TONY	Tony Strickland for Senate 2026	1467958	State Senate		Bailey, Beverly		$500.00	Aug 22, 2025	Stronghold Engineering	President/CEC
BIANCO, CHAD	Bianco for Governor 2026	1479095	Governor		Beverly Bailey	1252771	$10,000.00	Jun 13, 2025		
STRICKLAND, TONY	Tony Strickland for Senate 2026	1467958	State Senate		Bailey, Beverly		$1,000.00	Sep 18, 2024	Stronghold Engineering Inc	President/CEC
ESSAYLI, BILL	Essayli for Assembly 2024	1457485	State Assembly		Bailey, Beverly		$1,000.00	Oct 20, 2023	Stronghold Engineering	President and CEO

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
	Rescue California-To Support the Recall of Gavin Newsom	1434853			Bailey, Beverly		$500.00	Jul 23, 2021	Stronghold Engineering Inc.	CEO
	LINCOLN CLUB OF RIVERSIDE COUNTY	1047832			BAILEY, BEVERLY		$500.00	Apr 8, 2021	STRONGHOLD ENGINEERING INC.	PRESIDENT
	Californians for a Better Future	1420444			The Bailey Family Trust		$500.00	Mar 22, 2021	Owner/Stronghold Engineering	Beverly Bailey/Trustee
	Assoc Builders & Contractors of SoCal (ABC So-Cal PAC)	1282257			Bailey, Beverly		$250.00	Jun 22, 2020	Stronghold Engineering	President/CEC
MELENDEZ, MELISSA	Melissa Melendez for Senate 2020	1422643	State Senate		Bailey, Beverly		$500.00	Feb 7, 2020	Stronghold Engineering, Inc.	President/CEC
	LINCOLN CLUB OF RIVERSIDE COUNTY	1047832			BAILEY, BEVERLY		$500.00	Jul 1, 2019	STRONGHOLD ENGINEERING INC.	PRESIDENT
ESSAYLI, BILL	Bill Essayli for Assembly 2018	1402831	State Assembly		Bailey, Beverly		$500.00	Sep 12, 2018	Stronghold Engineering	President/CEC
BAILEY, STEVEN	Judge Steven Bailey - Attorney General 2018	1389776	Attorney General		Bailey, Beverly		$1,000.00	Jul 26, 2018	Stronghold Engineering	President & CEO
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2018	1392806	State Assembly		Bailey, Beverly		$250.00	Jun 8, 2018	Stronghold Engineering, Inc.	President/CEC
ESSAYLI, BILL	Essayli for Assembly 2018	1402831	State Assembly		The Bailey Family Trust		$1,000.00	Apr 4, 2018	CEO/Stronghold Engineering	Beverly Bailey/Trustee
ALLEN, TRAVIS	Travis Allen for Governor 2018	1397257	Governor		Bailey, Beverly		$500.00	Oct 20, 2017	Stronghold Engineering	Owner
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2018	1392806	State Assembly		Bailey, Beverly		$500.00	May 3, 2017	Stronghold Engineering, Inc.	President/CEC
MAYES, CHAD	Chad Mayes for Assembly 2016	1374095	State Assembly		Bailey, Beverly		$250.00	Oct 26, 2016	Stronghold Engineering	President
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2016	1373799	State Assembly		Bailey, Beverly		$1,000.00	Apr 23, 2016	Stronghold Engineering, Inc.	President/CEC
LINDER, ERIC	Eric Linder for Assembly 2016	1374752	State Assembly		Bailey, Beverly		$1,000.00	Nov 14, 2015	Stronghold Engineering	President CEC
MAYES, CHAD	Chad Mayes for Assembly 2016	1374095	State Assembly		Bailey, Beverly		$100.00	Sep 29, 2015	Stronghold Engineering	President
ROTH, RICHARD D.	Major General Richard D. Roth, USAF (Ret.) for Senate 2016	1353520	State Senate		Bailey, Beverly		$250.00	Jun 12, 2015	Stronghold Engineering	Chief Executive Officer

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2014	1353839	State Assembly		Bailey, Beverly		$500.00	Sep 26, 2014	Stronghold Engineering	President/CEC
KASHKARI, NEEL	Neel Kashkari for Governor 2014	1362971	Governor		Bailey, Beverly		$10,000.00	Sep 10, 2014	Stronghold Engineering, Inc.	President / CEO
NGUYEN, JANET	JANET NGUYEN FOR SENATE 2014	1355589	State Senate		BAILEY, BEVERLY		$100.00	May 13, 2014	STRONGHOLD ENGINEERING	EXECUTIVE
STONE, JEFFREY E.	Jeff Stone for State Senate 2014	1360219	State Senate		Bailey, Mrs. Beverly		$250.00	Apr 10, 2014	Stronghold Engineering	President & CEO
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2014	1353839	State Assembly		Bailey, Beverly		$500.00	Apr 4, 2014	Stronghold Engineering	President/CEC
LINDER, ERIC	ERIC LINDER FOR ASSEMBLY 2014	1355645	State Assembly		BAILEY, BEVERLY		$250.00	Mar 18, 2014	STRONGHOLD ENGINEERING	PRES.
MAYES, CHAD	Chad Mayes for Assembly 2014	1351732	State Assembly		Bailey, Beverly		$1,000.00	Feb 19, 2014	Stronghold Engineering	CEO
ROTH, RICHARD D.	Major General Richard D. Roth, USAF (Ret.) for Senate 2016	1353520	State Senate		Bailey, Beverly		$250.00	Oct 21, 2013	Stronghold Engineering	Chief Executive Officer & President
MANN, CHRIS	Chris Mann for State Assembly 2014	1353549	State Assembly		Bailey, Beverly		$250.00	Jun 24, 2013	Stronghold Engineering	President/CEC
	LINCOLN CLUB OF RIVERSIDE COUNTY	1047832			BAILEY, BEVERLY		$500.00	Mar 4, 2013	STRONGHOLD ENGINEERING INC.	PRESIDENT
	LINCOLN CLUB OF RIVERSIDE COUNTY	1047832			BAILEY, BEVERLY		$500.00	Jan 14, 2013	STRONGHOLD ENGINEERING INC.	PRESIDENT
ALLEN, TRAVIS	Travis Allen for Assembly 2012	1345986	State Assembly		Bailey, Beverly		$500.00	Nov 8, 2012	VP	Stronghold Engineering
	California Republican Party	1030435			Bailey, Beverly Anne		$5,000.00	Oct 12, 2012	STRONGHOLD ENGINEERING INC.	PRESIDENT & C.E.O.
ALLEN, TRAVIS	Travis Allen for Assembly 2012	1345986	State Assembly		Bailey, Beverly		$500.00	Aug 16, 2012		
MILLER, JEFF	Jeff Miller For Senate 2012	1340614	State Senate		Bailey, Beverly		$500.00	Apr 5, 2012	Stronghold Engineering, Inc.	CEO
ROTH, RICHARD D.	Major General Richard D. Roth, USAF (Ret.) for Senate 2012	1343709	State Senate		Bailey, Beverly		$250.00	Feb 24, 2012	Lamb Energy, Inc.	President
	ActBlue	1287846			BAILEY, BEVERLY		$250.00	Feb 24, 2012	LAMB ENERGY, INC	PRESIDENT
MILLER, JEFF	Jeff Miller For Senate 2012	1340614	State Senate		Bailey, Beverly		$500.00	Nov 7, 2011	Stronghold Engineering, Inc.	CEO

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
MILLER, JEFF	Friends of Jeff Miller For Assembly 2012	1334299	State Assembly		Bailey, Beverly		$500.00	May 31, 2011	Stronghold Engineering, Inc.	CEO
EMMERSON, BILL	ReElect Bill Emmerson for Senate 2012	1328303	State Senate		Bailey, Beverly		$250.00	Apr 11, 2011	Stronghold Engineering Inc	COO
WHITMAN, MARGARET C.	Meg Whitman for Governor 2010	1315455	Governor		Bailey, Beverly		$5,000.00	Sep 14, 2010	Stronghold Engineering	President/CEC
WHITMAN, MARGARET C.	Meg Whitman for Governor 2010	1315455	Governor		Bailey, Beverly		$5,000.00	Aug 23, 2010	Stronghold Engineering	President/CEC
WARREN, ACQUANETTA H.	WARREN FOR ASSEMBLY 2010, ACQUANETTA	1315947	State Assembly		Bailey, Beverly		$250.00	Apr 6, 2010	Stronghold Engineering, Inc.	President/CEC
BOGH, RUSSELL V.	Russ Bogh for Senate 2010	1323129	State Senate		Bailey, Mrs. Beverly		$3,900.00	Apr 3, 2010	Stronghold Engineering, Inc.	CEO
WARREN, ACQUANETTA H.	WARREN FOR ASSEMBLY 2010, ACQUANETTA	1315947	State Assembly		Bailey, Beverly		$1,000.00	Dec 20, 2009	Stronghold Engineering, Inc.	President/CEC
MILLER, JEFF	Friends of Jeff Miller for Assembly 2010	1314129	State Assembly		Bailey, Beverly		$500.00	Sep 12, 2009	Stronghold Engineering, Inc.	CEO
WHITMAN, MARGARET C.	Meg Whitman for Governor 2010	1315455	Governor		Bailey, Beverly		$1,250.00	Jun 24, 2009	Stronghold Engineering	President/CEC
HAGMAN, CURT	Hagman for Assembly	1297721	State Assembly		Bailey, Beverly		$100.00	May 13, 2008	Stronghold Engineering, Inc.	CEO/Presiden
GIRARD, ROSARIO	Friends of Rose Girard	1295155	State Assembly		Bailey, Beverly		$3,450.00	Jun 29, 2007	Stronghold Engineering	Owner
GIRARD, ROSARIO	Friends of Rose Girard	1295155	State Assembly		Bailey, Beverly		$150.00	Jun 5, 2007	Stronghold Engineering	Owner
SCHWARZENEGGER, ARNOLD	Californians for Schwarzenegger - 2006	1261585	Governor		Bailey, Ms. Beverly A.		$10,000.00	Apr 6, 2006	Stronghold Engineering, Inc.	CEO/COO
BOGH, RUSSELL V.	Russ Bogh Leadership Committee	1273784	State Senate		Bailey, Mrs. Beverly		$3,300.00	Mar 17, 2006	Stronghold Engineering, Inc.	President & CEO
SIMON JR., WILLIAM E.	Simon for Treasurer, Inc.	1264895	State Treasurer		Bailey, Mr. Beverly		$-250.00	Jan 25, 2006	Stronghold Engineering Inc.	President/CEC
SIMON JR., WILLIAM E.	Simon for Treasurer, Inc.	1264895	State Treasurer		Bailey, Mr. Beverly		$0.00	Nov 10, 2005	Stronghold Engineering Inc.	President/CEC

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
SCHWARZENEGGER, ARNOLD	Governor Schwarzenegger's California Dream Team	1261406	Governor	SUPPORTED: PROP 74 - PUBLIC SCHOOL TEACHERS. WAITING PERIOD FOR PERMANENT STATUS. DISMISSAL. INITIATIVE STATUTE. SUPPORTED: PROP 75 - PUBLIC EMPLOYEE UNION DUES. REQUIRED EMPLOYEE CONSENT FOR POLITICAL CONTRIBUTIONS. INITIATIVE STATUTE. SUPPORTED: PROP 76 - SCHOOL FUNDING. STATE SPENDING. INITIATIVE CONSTITUTIONAL AMENDMENT. SUPPORTED: PROP 77 - REAPPORTIONMENT. INITIATIVE CONSTITUTIONAL AMENDMENT.	Bailey, Scott & Beverly		$5,000.00	Oct 5, 2005	Stronghold Engineering, Inc.	Vice President & President
SIMON JR., WILLIAM E.	Simon for Treasurer, Inc.	1264895	State Treasurer		Bailey, Mr. Beverly		$250.00	Mar 15, 2005	Stronghold Engineering Inc.	President/CEC
SCHWARZENEGGER, ARNOLD	Governor Schwarzenegger's California Recovery Team	1261406	Governor		Bailey, Scott & Beverly		$10,000.00	Oct 7, 2004	Stronghold Engineering, Inc.	Vice President & President
BOGH, RUSSELL V.	Taxpayers for Russ Bogh	1254526	State Assembly		Bailey, Mrs. Beverly		$1,000.00	Aug 24, 2004	Stronghold Engineering, Inc.	President & CEO
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$50.00	Feb 17, 2004	Hospice of Petaluma	Special Events Coordinator
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$250.00	Jan 13, 2004	Hospice of Petaluma	Special Events Coordinator
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$1,000.00	Dec 10, 2003	Hospice of Petaluma	Special Events Coordinator
CRISTICH, CRISTI L.	Friends of Cristi Cristich	1253257	State Assembly		Bailey, Beverly A.		$1,000.00	Nov 6, 2003	Stronghold Engineering Inc.	President
BOGH, RUSSELL V.	Russ Bogh for Assembly 2000	1075463	State Assembly		Bailey, Mrs. Beverly		$3,200.00	Nov 4, 2003	Stronghold Engineering, Inc.	President & CEO
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$100.00	Sep 1, 2003	Hospice of Petaluma	Special Events Coordinator

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
BOGH, RUSSELL V.	Russ Bogh for Assembly 2000	1075463	State Assembly		Bailey, Mrs. Beverly		$1,000.00	Jun 30, 2003	Stronghold Engineering, Inc.	Self employed
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$100.00	May 30, 2003	Hospice of Petaluma	Special Events Coordinator
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$500.00	Apr 16, 2003	Hospice of Petaluma	Special Events Coordinator
SIMON JR., WILLIAM E.	Bill Simon for Governor	1233478	Governor		Bailey, Mr. Beverly		$2,500.00	Oct 24, 2002	Stronghold Engineering Inc.	President/CEC
SIMON JR., WILLIAM E.	Bill Simon for Governor	1233478	Governor		Bailey, Mr. Beverly		$500.00	Sep 30, 2002	Stronghold Engineering Inc.	President/CEC
SIMON JR., WILLIAM E.	Bill Simon for Governor	1233478	Governor		Bailey, Mr. Beverly		$10,000.00	Sep 26, 2002	Stronghold Engineering Inc.	President/CEC
SIMON JR., WILLIAM E.	Bill Simon for Governor	1233478	Governor		Bailey, Mr. Beverly		$2,500.00	Jun 13, 2002	Stronghold Engineering Inc.	President/CEC
BOGH, RUSSELL V.	Friends of Russ Bogh	1236337	State Assembly		Bailey, Mrs. Beverly		$300.00	Nov 15, 2001	Stronghold Engineering, Inc.	Self employed

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(To view the entire set of search results,

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Contributions data is current as of May 31, 2026.

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City Hall Council Chamber
1515 Sixth Street, Coachella, California
(760) 398-3502 ◆ www.coachella.org

MINUTES

CITY COUNCIL CLOSED SESSION AND
REGULAR MEETING
OF THE CITY OF COACHELLA
THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY
AND COACHELLA PARKS AND RECREATION FOUNDATION

February 11, 2026
4:00 PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

In-Person Meeting Location: Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA	**If you would like to attend the meeting via Zoom, here is the link:** **https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09** Or One tap mobile : 16699006833,,88457271898#,,,,*606140# Or Telephone: US: +1 669 900 6833 **Webinar ID: 884 5727 1898** **Passcode: 606140** **Spanish:** El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla

- Public comments may be received **either in person, via email, or via Zoom.**
  - **In Person:**

    Anyone wishing to speak in person during the public comment period or on a particular item is required to fill out a Request to Speak Form. In order to be recognized, a Request to Speak Form must be turned in to the City Clerk prior to the start of the public comment period or before the agenda item is taken up by Council on which you wish to provide a comment.
  - **In Real Time via Zoom:**

    If participating in real time via Zoom, during the public comment period, participants must be visible on camera and use the **"raise hand"** function on Zoom.
  - **In Writing via Email:**

    If providing a written comment by email, you may submit your public comment to the City Council by emailing cityclerk@coachella.org. To comment by email, submit your comments no later than 12 p.m. on the day of the meeting by emailing your name, agenda item (if applicable), and your comment. Any correspondence received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter, during the meeting and upon request one (1) hard copy of the written

public comments will be available for the public's view, and written comments will be retained for the official records. Written comments will not be read aloud at City Council meetings.

- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

CALL TO ORDER: - 4:00 P.M.

Mayor Hernandez called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 4:01 p.m.

ROLL CALL:

Present: Councilmember Perez, Councilmember Delgado (arrived at 4:15 p.m.), Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez

City Clerk

Absent: City Treasurer

APPROVAL OF AGENDA:

"At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda"

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)
   One (1) or More Potential Cases

2. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
   Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
   Two (2) or More Potential Cases

3. PUBLIC EMPLOYEE APPOINTMENT (Govt. Code Section 54957(b)(1))
   Title: Interim City Manager

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(1)
   Juan Ayala v. City of Coachella, Riverside County Superior Court, Case No. CVPS250281

RECONVENE REGULAR MEETING: - 6:00 P.M.

The City Council reconvened into open session at 6:02 p.m.

PLEDGE OF ALLEGIANCE:

City Manager Pattison led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

5. Presentation of Proclamation to Coachella Valley Little Arabs
6. Naming Options for the Sixth Street Seniors Apartments by Chelsea Investment Corporation

Mayor Hernandez abstained on item #6 and steps away at 6:01 p.m. and returned at 6:07 p.m.

WRITTEN COMMUNICATIONS:

None

PUBLIC COMMENTS (NON-AGENDA ITEMS) (LIMITED TO A MAXIMUM OF 30 MINUTES. IF ADDITIONAL TIME IS REQUIRED FOR PUBLIC COMMENTS, THEY WILL BE HEARD AFTER ITEM NO. 15. PUBLIC HEARING CALENDAR):

The public may address the City Council/Board/Corporation/ Authority on any item of interest to the public that is not on the agenda but is in the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.

None

CONSENT CALENDAR:

(It is recommended that Consent Items be acted upon simultaneously unless separate discussion and/or action is requested by a Council Member.)

7. Regular City Council Meeting Minutes of January 28, 2026, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
8. Quarterly Reports - Second Quarter (October - December) FY2025-2026
9. Voucher Listing- EFT's/Utility Billing Refunds/FY 2025-26 Expenditures as of February 11, 2026, $5,790,399.04

10. Authorize the City Manager to Execute Service Agreement Addendum with Vestis Services, LLC. to provide uniform and workplace supplies for a three year term

11. Approve Resolution No. 2026-09 Approving a Professional Services Agreement for Consulting Services with Roukema Consulting LLC for Assistance with the Development and Implementation of the Funding Program for Critical Electric Infrastructure in the City with a Not To Exceed Amount of $50,000

12. Approve Resolution No. 2026-10 Approving a Professional Services Agreement for Financial Advisory Services with Urban Futures, Inc. for Assistance with the Issuance of Bonds in Conjunction with the Formation of the Coachella Electric Financing Authority with a Not To Exceed Amount of $75,000

13. Approve Resolution No. 2026-11, Resolution WA-2026-01, Resolution SD-2026-01, and Resolution SA-2026-01 Approving a Professional Services Agreement with Urban Futures, Inc. to Provide Continuing Disclosure and Post-Issuance Compliance Services with a Total Five Year Not To Exceed Amount of $92,500 Distributed between the City of Coachella, the Coachella Water Authority, the Coachella Sanitary District, and the Successor Agency to the Coachella Redevelopment Agency

Motion: To approve the Consent Calendar

Made by: Mayor Pro Tem Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 5-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: None

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

14. Approve Municipal Utility Development Agreement with Coachella Valley Power Services, LLC for Implementation of the City's Municipal Electric Utility

Motion: To approve Municipal Utility Development Agreement with Coachella Valley Power Services, LLC for Implementation of the City's Municipal Electric Utility

Made by: Councilmember Virgen
Seconded by: Mayor Pro Tem Figueroa
Approved: 5-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: None

15. Authorize the City Manager to Execute Amendment #1 with the Following Consultants for On Call Engineering Services Project No. 082522: AKEL Engineering Group, Inc., BSE Engineering Inc, Dudek, Heptagon Seven, Kimley-Horn, Michael Baker International, SVA Architects Inc., TKE Engineering Inc.

Motion: To authorize the City Manager to Execute Amendment #1 with the Following Consultants for On Call Engineering Services Project No. 082522: AKEL Engineering Group, Inc., BSE Engineering Inc, Dudek, Heptagon Seven, Kimley-Horn, Michael Baker International, SVA Architects Inc., TKE Engineering Inc

Made by: Mayor Pro Tem Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 5-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: None

16. Approve Lease Agreement with El Tranvia, Inc. for the City-Owned Building Located at 1258 Sixth Street in the Downtown Pueblo Viejo District and Authorize the City Attorney to Approve Minor Changes to the Lease Agreement Prior to its Execution

Motion: To approve Lease Agreement with El Tranvia, Inc. for the City-Owned Building Located at 1258 Sixth Street in the Downtown Pueblo Viejo District and Authorize the City Attorney to Approve Minor Changes to the Lease Agreement Prior to its Execution

Mayor Hernandez abstains on item #16 and steps away at 6:50 p.m. and returns at 6:50 p.m.

Made by: Councilmember Delgado
Seconded by: Councilmember Perez
Approved: 4-0:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, and Mayor Pro Tem Dr. Figueroa
NOES: None
ABSTAIN: Mayor Hernandez
ABSENT: None

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

Mayor Hernandez adjourned the meeting at 7:26 p.m.

Angela Zepeda
City Clerk

MUNICIPAL UTILITY DEVELOPMENT AGREEMENT

THIS MUNICIPAL UTILITY DEVELOPMENT AGREEMENT ("***Agreement***"), dated as of February [__], 2026 (the "***Effective Date***"), is entered into by and between the City of Coachella, a municipal corporation and general law city, hereinafter referred to as the "***City***," and Coachella Valley Power Services, LLC, a California limited liability company, sometimes hereinafter referred to as "***Provider***". City and Provider are hereinafter sometimes referred to individually as a "***Party***" and together as "***Parties***".

RECITALS

A. The Coachella City Council adopted Resolution No. 2019-62 authorizing the formation of a municipally owned electric utility ("***CMU***") for the purpose of providing electrical power to greenfield areas in the Eastern portion of the City ("***Greenfield Service Area***") that lack the necessary facilities and energy infrastructure needed for commercial and industrial development.

B. Imperial Irrigation District ("***IID***") provides limited electrical service within the Greenfield Service Area, but for various reasons and financing limitations, this service is not sufficient to support the level of economic development envisioned by the City to attract and incentivize growing energy intensive industries such as data centers and technology driven industries. The purpose of the CMU is to establish a new utility that can be responsive and flexible to meet the City's energy needs on the Eastside.

C. The City issued that certain Request for Proposals for Public-Private Partnership Development Team for Implementation of Energy Delivery System for Municipal Electric Utility on January 31, 2025 ("***RFP***"). The purpose of the RFP was to identify a private partner who could bring the capital investment and development expertise necessary to jump start the City's effort to develop electrical infrastructure for the CMU and thereafter operate and expand this infrastructure to serve the commercial and industrial energy demand of CMU customers pursuant to a turn-key service provider agreement with CMU.

D. Stronghold Power Systems, Inc. ("***SPSI***"), responded to the RFP and was selected to negotiate a public-private partnership agreement on May 7, 2025. SPSI's proposal coupled energy infrastructure development with the development of significant customer load in the form of a technology campus to be developed in phases and to include anchor tenants operating data centers with an immediate need for electrical service. The combination of energy demand and a commitment to infrastructure to meet that demand is critical to the success of the SPSI proposal and the economic development of the City. SPSI has formed and owns a majority interest in Provider as a project entity that will be responsible for the development and operation of the CMU.

E. The City desires to engage Provider as its private development partner and turn-key operator for the CMU within the area designated as the New Municipal Utility Phase 1 Area which is shown on the map attached hereto as ***Exhibit "A"*** ("***NMU***"). It is contemplated that the NMU may be expanded to incorporate a second stage within property that is adjacent to the NMU within the unincorporated County of Riverside subject to the success of the phase 1 development.

F. As part of the engagement of Provider pursuant to this Agreement, Provider will provide the following services: (i) site permitting for phase 1 of the technology campus within the NMU and design and permitting for the electrical infrastructure to serve the NMU; (ii) the construction of all electrical infrastructure necessary for the CMU to act as the load serving entity for the NMU, all of which electrical infrastructure will be either be transferred or leased to the CMU following construction (with any lease

being a financing vehicle with eventual ownership transferred to the CMU at the end of the Term); (iii) the management of energy procurement and contracting for the CMU to serve load within the NMU, including interconnections with IID and Southern California Edison ("***SCE***") pursuant to existing open access transmission tariffs ("***OATT***"), as necessary to import energy to meet the demands of NMU customers; (iv) all applicable compliance activities necessary in connection with the operation of the CMU within the NMU, including compliance with state resource adequacy and renewables portfolio standard requirements and federal and state reporting obligations; (v) all day to day operations and system maintenance on behalf of the CMU as the turn-key operator; and (vi) all financing and capital investment necessary to carry out the foregoing obligations.

G. City and Provider desire to document the terms and conditions upon which City will engage Provider to provide the services set forth herein and Provider will provide such services to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Scope of Agreement.

1.1. Scope of the Project. For the purposes of this Agreement, the "***Project***" will be the design, permitting and construction of all electrical infrastructure necessary for the CMU to serve electrical load for the NMU. A description of the infrastructure that is currently contemplated for the NMU is attached as ***Exhibit "B"*** ("***Project Infrastructure Plan***"). The Project Infrastructure Plan will be finalized in connection with the issuance of the Notice to Proceed (as defined in Section 2.1) and the infrastructure included within the final Project Infrastructure Plan will be referred to herein as the "***Project Infrastructure***". The services necessary for the completion of the Project in accordance with the Project Infrastructure Plan are referred to herein as the "***Project Services***".

1.2. Scope of Operation and Maintenance Services. For the purposes of this Agreement, "***O&M Services***" means the services necessary to operate and maintain the Project and all Project infrastructure, including all maintenance and repair of the Project Infrastructure, handling all customer service requests, reading meters and providing all information necessary for the City to do monthly billing and collection of utility bills for service provided by the CMU. A more detailed list of O&M Services is attached hereto as ***Exhibit "C"***, which list will be finalized prior to the Utility Operations Date (as defined in Section 3.6). Provider may enter into an agreement with a qualified subcontractor that is owned or controlled by Provider, including CMU Operations, LLC ("***CMU Operations***"), pursuant to which such qualified subcontractor will perform O&M Services. Any subcontractor that is not owned or controlled by Provider will be subject to the prior written approval of City. Provider will be responsible for the faithful performance of any subcontractor, including CMU Operations, with the requirements of this Agreement.

1.3. Scope of Energy Services. For the purposes of this Agreement, "***Energy Services***" means (i) the procurement and scheduling of all electrical energy needed to serve customer load within the NMU; (ii) the procurement of all regulatory products such as resource adequacy and renewable energy to meet the California Renewable Portfolio Standard; (iii) the preparation of all required regulatory compliance reports for review by CMU counsel prior to filing; and (iv) the posting of all collateral or credit assurance required by energy providers in connection with the procurement of electrical energy and regulatory products ("***Credit Support***") by the CMU. A more detailed list of Energy Services is attached hereto as ***Exhibit "D"***, which list will be finalized prior to the Commencement of Operations. It is contemplated that certain of the Energy Services may be subcontracted by Provider with the prior consent

of the City to specialist consultants such as the roles of scheduling coordinator and energy portfolio management.

1.4. Status of Provider. The Provider will act as a project developer and service provider for the CMU in accordance with the terms of this Agreement and pursuant to the authority of the CMU as an instrumentality of the City. At no time will Provider engage in providing electrical utility service as a private party to customers within the NMU, nor shall Provider be deemed to be a private utility in connection with the services provided pursuant to this Agreement. Neither Provider, nor the CMU, shall be deemed to dedicate any of Provider's separate property or the Project Infrastructure for public use. The Project Infrastructure will be owned or controlled by the CMU on behalf of the City in accordance with the terms of this Agreement.

2. Development Period.

2.1. Development Period.

(a) This Agreement shall be effective as of the Effective Date, but the obligations of the Parties to proceed with the Project in accordance with the terms of this Agreement shall be conditioned upon the assumptions, contingencies and conditions precedent for the development, design and financing of the Project which are set forth in Sections 2.3 through 2.7 (collectively, the "***Conditions Precedent***") and which are waivable only upon mutual agreement of the Parties. It is anticipated that the development, design and approval of the Project will take place over a period of [twelve (12)] months commencing with the Effective Date and as it may be extended pursuant to Section 2.2 (the "***Development Period***"). The purpose of the Development Period will be to ensure the feasibility of the Project and the ability of Provider to fulfill and finance its obligations hereunder. The decision to proceed is intended to be taken no later than the end of the Development Period. If all of the Conditions Precedent have been satisfied to the reasonable satisfaction of the City and Provider has given written notice to the City of its intent to proceed prior to the end of the Development Period, then the City will provide a written notice to proceed with the Project ("***Notice to Proceed***"). The Notice to Proceed will include the attachments set forth in Section 2.10. The Notice to Proceed will serve as the authorization by the City for the implementation of the Project and the commencement of construction of the Project Infrastructure. If Provider does not give written notice of its intent to proceed by 5:00 p.m. on the last business day of the Development Period, then City will have the right to terminate this Agreement. Notwithstanding the foregoing, if at any time during the Development Period, Provider does not believe, in its sole discretion, that the Project is feasible to proceed, then Provider may terminate this Agreement on thirty (30) days written notice to City and neither Provider nor City will have any further obligations hereunder, except as provided in this Section 2.1 and for any indemnity obligations of pursuant to this Agreement.

(b) In the event that the City elects not to issue a Notice to Proceed for reasons unrelated to any Event of Default by Provider or a failure of the Conditions Precedent, or if Provider terminates this Agreement during the Developer Period as a result of any material breach of the City's obligations under this Agreement. The costs incurred by Developer during the Development Period are fully at risk to Developer and City will have no obligation to reimburse same. Payment shall be made within thirty (30) days following submission of reasonable documentation of costs by Provider. The City acknowledges that Provider's Development Period activities are undertaken in good faith reliance on City's cooperation and representations set forth in this Agreement.

2.2. Development Schedule. An initial Project development schedule is attached hereto as ***Exhibit E*** ("***Development Schedule***"). The Parties will work together in good faith during the Development Period to complete milestones in accordance with the Development Schedule set forth herein. City and Provider agree that the timeframes reflected in the Development Schedule are intended to keep

the Project on track for the Project to commence construction in the [4th calendar quarter of 2026], with the Project commencing operations in the [first calendar quarter of 2029]. During the Development Period, Provider will provide a detailed monthly report to the Working Group on all activities undertaken in the prior month with respect to the development of the Project, including a copy of all documents or applications submitted in connection with meeting the LSE Requirements. Except as expressly set forth in this Section 2.2, timeframes for completion of a task in the Development Schedule are intended to be a guideline and delays in particular tasks will not be cause for default or termination provided that a Party is performing under this Agreement in good faith and with reasonable diligence. Notwithstanding the foregoing, any extension of the Development Period will be subject to the approval of City, which approval will not be unreasonably withheld if there are circumstances outside of the control of Provider that have caused a delay in the development process, including without limitation, delays by third parties to process permits or approvals, delays in obtaining electric interconnection and transmission service or gas interconnection, transmission and supply arrangements, delays in the approval of the Project by City as a result of third party litigation or threats of litigation and delays in the ability of the Provider to complete milestones as a result of City's failure to review or approve Project development deliverables in accordance with the timeframes set forth herein. Notwithstanding the foregoing, Provider will have a one-time option to extend, in its sole discretion, the Development Period for a period one hundred eighty (180) days. If either Party believes that the other is not proceeding in accordance with its obligations under this Section 2 and such failure is causing a delay in the Development Schedule, the concerned Party will give written notice to the other Party along with any requested extension in the Development Schedule as a result of the delay. A Party who receives such a notice will provide a written response along with a revised timeframe for completion of the task. If the Party causing the delay is City, then the Development Period will be extended by the duration of the delay.

2.3. Development Assumptions. Except as may be agreed by City and Provider pursuant to Section 2.4, the development process will proceed on the basis of the following assumptions ("***Development Assumptions***"):

(a) The Project will initially serve a 240 acre technology campus within the NMU ("***Technology Campus***") with a minimum of 270 MW of electrical capacity to serve a data center project comprised of six buildings and associated infrastructure that is expected to utilize the available energy capacity as shown on the map attached hereto as ***Exhibit F***;

(b) It is currently contemplated that the Project Infrastructure Plan will include one or more microgrids with fuel cells located adjacent to buildings on the Technology Campus (collectively, the "***Project Microgrid***"). The purpose of the Project Microgrid will be to meet a portion of the demand on-site as well as to provide backup power and enhance reliability. A permanent easement will be granted on behalf of the CMU within the Technology Campus to allow for the ownership and operation of the Project Microgrid;

(c) The Project Infrastructure Plan will constitute all of the infrastructure necessary for the operation of the Project within the NMU for the Technology Campus;

(d) The Project will be able to interconnect with IID and/or SCE to obtain access pursuant to the applicable OATT for the import of electrical energy to serve demand within the NMU;

(e) City and Provider intend that the CMU will provide electrical service within the NMU service territory by exercising the City's legal authority under California law. Notwithstanding the foregoing, City may enter into a cooperative arrangement with IID with respect to the rights of the CMU and IID to provide service within the NMU as contemplated in Section 13.2;

(f) Concurrent with the execution of this Agreement, Provider has delivered to the City a preliminary financial plan for the funding of the Project. City acknowledges that this plan is subject to change over the course of the Development Period. No later than the end of the Development Period, Provider will have determined whether there is a viable final financial plan for the Project that provides (i) sufficient funding for the construction of the Project; (ii) operation of the CMU by Provider; and (iii) a rate structure that is consistent with section 2.3(g). If Provider has made such determination, it will deliver a copy of such final financial plan for the Project ,to City along with reasonable documentation of its details and assumptions, all of which will be subject to verification by the City;

(g) The rate structure for electrical service within the NMU and customers within the Technology Campus will be consistent with the assumptions set forth on ***Exhibit "G"*** ("***Rate Assumptions***");

(h) The compensation of Provider for the Project Services, O&M Services and Energy Services provided pursuant to this Agreement will be consistent with the assumptions set forth on ***Exhibit "H"*** ("***Service Fee***");

(i) Provider will be able to demonstrate the ability to fund all of its obligations under this Agreement, including the construction of the Project Infrastructure, including any necessary financing commitments from private lenders or investors, on terms which are acceptable to Provider in its sole discretion;

(j) The Technology Campus will have sufficient water rights and access to water distribution infrastructure necessary to support process water for cooling and fire suppression and domestic water service will be provided by City of Coachella Water Division and Coachella Valley Water District;

(k) City will be the local permitting agency for the Project, subject to compliance with applicable federal, state and local laws, rules and regulations, and it is expected that the City will be the lead agency for the purposes of environmental compliance under the California Environmental Quality Act ("***CEQA***"); and

(k) The Project will be subject to compliance with City building and planning codes, provided that (1) the City will use its best efforts to expedite the planning process and the issuance of necessary building permits and approvals; and (2) the City will waive all fees for planning and building permits to the extent permitted by law.

No later than the end of the Development Period, Provider will confirm with City whether it believes that the Project is feasible based on the Development Assumptions pursuant to the written notice described in Section 2.2. If Provider determines that a material change in the scope of the Development Assumptions is necessary as a result of its analysis during the Development Period, then Provider will provide to City written notice of the proposed change in scope ("***Project Change Notice***") and the City and Provider will work together in good faith to agree on a reasonable change in scope for the Project and a corresponding amendment to the Agreement. If City and Provider, each in its sole discretion, cannot agree on a change in scope within ninety (90) days of the Project Change Notice, then either Party may terminate this Agreement.

2.4. Design Phase. Provider and City will move forward with the design phase of the Project ("***Design Phase***"), with the goal of accomplishing the following milestones within six (6) months following the Effective Date:

(a) Provider will deliver a 70% design of the Project Infrastructure, which design will be subject to review and approval by the City, which approval will not be unreasonably withheld provided it is consistent with the terms of this Agreement;

(b) Provider will deliver all CEQA Documentation (as defined in Section 2.7) that is necessary for City to complete its CEQA review of the Project in accordance with the requirements of City; and

(c) Provider and City, as applicable, will commence the application process for any permits and approvals that are required by any third party, government agency or regulatory authority with respect to the construction and operation of the Project, including any interconnection agreement or transmission application required for the import of energy into the NMU. Provider will be responsible for preparing all such applications for review and approval by the City prior to filing with the applicable third party, government agency or regulatory authority.

2.5. Pre-Construction Phase. Subject to successful completion of the Design Phase as set forth in Section 2.4, Provider and City will move forward with the "***Pre-Construction Phase***" of the Project, with the goal of accomplishing the following milestones prior to the end of the Development Period:

(a) Provider will complete the final design of the Project, which will be incorporated into Exhibit "B", and will commence negotiation of contracts for the construction of the Project Infrastructure;

(b) The City, in consultation with Provider, will develop rules and regulations for the operation of the CMU and the City and Provider will agree on a technical protocol for the delivery of the O&M Services by Provider;

(c) Provider and the City will agree on the final scope of Energy Services as set forth in Exhibit "D" and which, if any, of such Energy Services will be subcontracted by Provider;

(d) City will complete the CEQA review pursuant to Section 2.7 and to the extent City approves CEQA with mitigation conditions, City and Provider shall agree in writing on the schedule for the satisfaction of all such conditions. In the event that City does not approve the Project pursuant to Section 2.7, then City and Provider will meet and confer on such changes to the Project as may be necessary to satisfy the requirements of CEQA and the Development Period will be extended to allow for agreement on such changes and any appropriate mitigation conditions; and

(e) Provider, with the cooperation of City, will have obtained firm commitments or agreement for any interconnection agreements or transmission applications with IID and/or SCE which are necessary to establish electrical service for the NMU. If such commitments have not been obtained or have been challenged by IID and/or SCE during the Development Period, then Provider and City will meet and confer to determine whether it is feasible to proceed, whether to challenge or defend any actions taken by IID and/or SCE in connection with such applications or agreements, and to explore any alternatives that may be available, including the negotiation of a three-Party agreement between Provider, the CMU and the applicable transmission provider, regarding the scope of services provided to the CMU.

2.6. Development Agreements for the Technology Campus. During the Development Period, Provider shall have obtained firm commitments from developers and/or anchor tenants for the Technology Campus. The terms and conditions for such development will be in the sole discretion of

Provider, provided, however, that such commitments must demonstrate sufficient load for the viability of commencement of construction of the Project Improvements and the eventual operation of the CMU.

2.7. CEQA.

(a) City will be the lead agency for evaluating the environmental impact of the Project under CEQA. Provider will be responsible for the preparation of all reports and other documentation necessary for CEQA compliance, including an environmental impact report and all technical studies necessary for City to properly evaluate the environmental impact of the Project (collectively, the "***CEQA Documents***") and the submission of those proposed documents to the City for its independent review, as well as complying with any mitigation measures that may be required in connection with the Project.

(b) The submission of the CEQA Documents and the completion of the CEQA process and any approval by the City's governing board will be a condition precedent to moving forward with the Project beyond the Development Period, and the Parties agree that nothing herein constitutes a commitment by the City to issue any such approvals or otherwise restricts the City's ability to impose feasible mitigation measures or consider or adopt feasible alternatives (including the "no project" alternative) as part of its CEQA process.

2.8. Litigation Indemnity and Cooperation Agreement. Provider will indemnify and cooperate in the defense of City from any claim or lawsuit which is filed challenging and right of the CMU to serve customers within the NMU and any permit or approval required in connection therewith, including the approval of the Project by City pursuant to CEQA. Notwithstanding the foregoing, in the event of any such legal challenge, City and Provider will meet and confer to discuss the feasibility of defending such challenge and moving forward with the Agreement. If the Parties cannot agree on a strategy to move forward, including the allocation of the costs of such defense, then either Party may terminate this Agreement. However, the obligation by Provider to indemnify and cooperate in the defense of the City shall survive any termination of this Agreement or rescission of any approvals. The City and Provider are parties to an existing Joint Defense/Common Interest Agreement that will remain in effect during the Term of this Agreement as the Parties may mutually agree to modify it from time to time.

2.9. Development Period Costs. Except as otherwise expressly set forth in this Section 2, Provider will be responsible for all costs incurred in connection with the activities described herein. Provider acknowledges and agrees that it is entirely at-risk with respect to the completion of the Conditions Precedent applicable to it that are necessary for the issuance of the Notice to Proceed and that the City is not obligated to incur any cost or expense beyond what is set forth in this Section 2, or as otherwise agreed by the City during the Development Period, to mitigate any impediment to the satisfaction of the Conditions Precedent. The City shall be responsible for the actual cost of the City's third party consultants (including legal, engineering and energy industry professionals) incurred in connection with carrying out the City's obligations under this Section 2, as well as all costs associated with staff time. Furthermore, to the extent that the City commissions its own independent review of the feasibility of any aspect of the Project, the City will pay the cost of such review and the legal fees or costs in connection therewith.

2.10. Effect of Termination. If this Agreement is terminated by the City or Provider during the Development Period as provided in this Section 2, then the obligations of Provider and City will terminate (other than any indemnity obligations of Provider pursuant to Section 2.8) and neither Party will have any remaining obligation to the other. In no event shall the City be responsible to reimburse Provider for any cost or expense incurred by Provider in connection with the activities of the Parties during the Development Period. Provider will remain the owner of all designs and engineering drawings prepared in connection with the Project Infrastructure. The City will have the right to use any consulting report, study

or analysis prepared in connection with feasibility studies prepared by Provider in connection with the Project or any interconnection agreement or transmission application. The City will remain the owner of any independent consulting report, study or analysis prepared by the City or its consultants.

2.11. Notice to Proceed. The Notice to Proceed will include (i) a final agreed version of the Project Infrastructure Plan; (ii) the final scope of the Energy Services and any agreed change to the Project Services and/or the O&M Services; (iii) the final Project financial plan, Rate Assumptions and Service Fee; (iv) the agreed rules and regulations for the operation of the CMU and technical protocol for O&M Services; and (v) any mutually agreed Project Change Notice or amendment to this Agreement in connection with the issuance of the Notice to Proceed. Exhibit "E" of this Agreement will be updated from the Development Schedule to the "***Project Implementation Schedule***" showing all milestones from the Notice to Proceed to the projected date for the commencement of operations of the CMU.

2.12. Agreement Commencement. The Term of this Agreement will commence as of the date of the Notice to Proceed ("***Commencement Date***"). Provider shall thereafter commence construction of the Project Infrastructure in accordance with the requirements of Section 3.

3. Construction of Project Infrastructure.

3.1. Construction Period. The period from the Commencement Date through the Utility Operations Date will be referred to herein as the "***Construction Period***".

3.2. Construction Documents. Within forty-five (45) days of the Commencement Date, Provider shall provide the City with a complete set of final designs, plans and specifications for the Project Infrastructure as agreed during the Development Period (***"Construction Documents"***). Provider shall have a one-time option to extend for thirty (30) days, in its sole discretion, the delivery of the Construction Documents.

3.3. Permits. Provider is solely responsible for procuring all required building and other permits and approvals required for the construction of the Project Infrastructure, including without limitation, compliance with the requirements of the City ("***Project Permits***").

3.4. Obligations of Provider. The construction of Project Infrastructure shall be in a good and workmanlike manner and otherwise in accordance with the provisions of this Agreement and the Construction Documents and the Project Permits. Provider, or its construction contractor(s), will obtain and deliver to City one or more performance bond(s) in the amount of the cost of the construction of the Project Infrastructure in accordance with the requirements of Section 5956.6(b)(2) of the Government Code. The scope of such performance bonds will be limited to ensuring that the City can take control of the completion of construction of Project Infrastructure following an Event of Default by Provider under this Agreement. To the extent required by applicable law, all improvements and work must be inspected and approved by the applicable governmental agency. All work will be subject to City inspection and approval, subject to providing reasonable notice to Provider and its contractors. City will reasonably cooperate with Provider as necessary for the application process for any permits and approvals that were not obtained during the Development Period. All of Provider's contractors shall carry the insurance required by this Agreement while working on within the NMU and shall name City as an additional insured. Provider shall have the sole responsibility for the construction of the Project Infrastructure and may perform the same itself or through agents, contractors and others selected by it, and may make or issue such contracts, orders, receipts and instructions, and in general do or cause to be done all such other things, as it may in its sole discretion consider requisite or advisable for the construction of the Project Infrastructure and fulfilling its obligations under this Section. All improvements required or permitted by this Agreement will be constructed by licensed contractors. Each contractor that performs work on the Project Infrastructure

pursuant to an agreement with Provider shall be bound by the terms of this Agreement related to indemnity and insurance and Provider shall further be responsible for all acts of such contractors while working on the Project within the NMU. Upon reasonable notice to Provider, City will have the right to enter upon and inspect all construction activities of Provider and its contractors, provided, however, that City will comply with all safety requirements in connection with the presence of its agents or employees on the applicable work site while construction activities are ongoing, and will not interfere with such activities. City shall indemnify and hold Provider harmless pursuant to Section 10(b) for any losses or claims for personal injury, death or property damage to the Project or the Project site to the extent caused by City agents' or employees' negligence or willful misconduct during such access.

3.5. Prevailing Wage. To the extent required by applicable law, Provider will be responsible for complying with the prevailing wage requirements of the State of California in the construction of all of the Project Infrastructure and will indemnify and hold harmless City for any failure to comply with such requirements.

3.6. Completion of Construction. It is anticipated that the construction of the Project Improvements will require approximately twenty-four months (24) months to complete as set forth in the Project Implementation Schedule. Provider shall have a one-time option in its sole discretion, to extend the completion of construction up to six (6) months. The date upon which the Project Infrastructure is ready to commence utility operations shall be referred to herein as the "***Utility Operations Date***". For the purposes of this Agreement, "***utility operations***" shall mean that the Project Infrastructure is capable of accepting delivery of electrical load from the interconnection point with IID and/or SCE and distribute such electrical load to customers within the NMU generally and more specifically, the Technology Campus. Provider shall promptly notify City of the cause of any delay in construction and the expected impact on the projected Utility Operations Date. Provider will actively manage the construction of the Project and will monitor Provider's contractor(s) work for compliance with their obligations under any contracts for the construction of the Project Infrastructure. In the event of a delay in the projected Utility Operations Date, Provider will work with City to mitigate such delay so as not to delay the delivery of electrical service to customers in the NMU. If such delay continues for a period in excess of six (6) months, then City shall be entitled to deliver a notice of default to Provider. If utility operations have not commenced within six (6) months following the date of such notice of default, then the City may terminate the Agreement. The City will have the right to inspect and approve all of the Project Infrastructure prior to the commencement of utility operations and Provider will promptly remedy any work on the Project Infrastructure that the City reasonably deems non-conforming with the Construction Documents and Project Permits. Approval by the City will not relieve Provider of any of its obligations with respect to the O&M Services. Provider will deliver the following documents to City promptly after the Project Infrastructure has been completed: (i) copies of the "as built" plans for the Facility and the Solar System, including CAD drawings if requested by City; (ii) final lien waivers and all permits, certificates, and sign-offs required to be issued by applicable governmental agencies in connection with the Project Permits; and (iii) if applicable, copies of any approvals of Project Infrastructure that is built in connection with an interconnection agreement with IID and/or SCE.

3.7. Ownership and Risk of Loss. During the Construction Period, Provider shall at all times remain the owner of the Project Infrastructure and all improvements, facilities and equipment used therein. Provider shall bear the risk of loss of the Project Infrastructure as a result of any casualty during such period. As of the Utility Operations Date, all Project Infrastructure and the real property upon which it is located may be transferred to the CMU or leased to the CMU by Provider to the CMU and the City will accept same, subject to its right of inspection and acceptance in Section 3.6. The terms of any lease will be subject to the approval of City, in its reasonable discretion. With respect to any lease that is used for financing purposes of the Project Infrastructure, in no event will such lease create any obligation of the City for the repayment of any debt or financing except as otherwise contemplated in this Agreement and at the

end of the Term, the Project Infrastructure will be transferred to the CMU at no cost or expense. During the remainder of the Term, Provider will retain the risk of loss for the Project Infrastructure as the turn-key operator for purposes of the O&M Services, provided, however, that Provider will not be responsible for any damage to the Project Infrastructure that is directly caused by the negligent acts or willful misconduct of the City, its agents, employees and contractors.

3.8. Real Property. As of the Commencement Date, Provider will have acquired all real property rights necessary for the Project Infrastructure.

3.9. Project Infrastructure Easements. Within thirty (30) days of the Commencement Date, City will grant to the CMU a non-exclusive easement and right of way for the Term of the Agreement to install, use, maintain and repair Project Infrastructure within the NMU to provide electrical and telecommunications service to customers within the NMU. To the extent that any easements or rights of way are required across private land, Provider will acquire such easements or rights of way on behalf of the CMU in a form that is acceptable to Provider and the City. The term of all easements described herein will be perpetual.

4. Commencement of Utility Operations.

4.1. Pre-Operation Activities. It is the intent of Provider and the City that the commencement of utility operations by the CMU will occur on the Utility Operations Date. In connection therewith, Provider, with the cooperation of the City, will take all steps necessary to prepare the CMU as a load serving entity, including registration with all governmental agencies or authorities with jurisdiction over the activities of the CMU, including its ability to schedule and receive electrical deliveries through the OATT, and all regulatory filings that are necessary prior to the commencement of utility operations. A list of such filings as of the Effective Date of this Agreement is attached hereto as ***Exhibit "I"*** ("***LSE Requirements***"). Provider will prepare all such filings for review and approval of the City and will coordinate with City to ensure that filings are made in accordance with the advance reporting and notifications necessary under applicable law. Provider will provide City with no less than thirty (30) days for the review of all filings prior to the required filing date and the City will provide any comments or feedback to Provider no later than ten (10) days prior to the required filing date. Provider will further develop an energy procurement and operations plan no less than [twelve (12)] months prior to the projected Utility Operations Date and commence procurement of energy in connection with such plan. Provider agrees that the goal of the CMU with respect to procurement will be to be fully hedged for projected energy requirements during the first two (2) years of operations as of the Utility Operations Date.

4.2. Operating Budget. Provider shall prepare an initial operating budget for the CMU based on the final financial plan no less than twelve (12) months prior to the projected Utility Operations Date that includes all anticipated revenue and expenses of the CMU during the first two (2) years of operations. The budget will include categories for energy procurement, general expenses payable by the City to the extent the City is required to be the contracting Party, general expenses payable by Provider as the turn-key operator and anticipated maintenance and repair expenses for the Project Infrastructure. Provider will thereafter prepare annual operating budgets for the CMU during the Term, which budgets will be subject to review and verification by the CMU that the budget is consistent with the approved rate structure of the CMU. The operating budget will be updated after the first year of operations and each year thereafter.

4.3. O&M Services; Utility Operations Center.

(a) Following the Utility Operations Date, Provider will provide turn-key services for the operation of the CMU within the NMU for the duration of the Term. Such services will be

provided pursuant to the scope of O&M Services on Exhibit "C", as well as the rules and regulations of the CMU and the technical protocol adopted pursuant to Section 2.5(b).

(b) Provider and CMU will cooperate on the development of a utility administration and operations center for the CMU. The City currently owns two parcels located on Industrial Way, south of 52d Avenue, Assessor's Parcel Numbers 763400017 and 763400016, comprising a combined approximately seven (7) acres, that the Provider has identified as desirable locations. Said parcels are currently included in a feasibility study concerning potential sites for a new rail hub within the City, but in the event that the parcels are not selected for that purpose, the City will discuss with Provider the fair market value of the parcels and the potential for the City's transfer of such parcels for CMU administration and operations.

4.4. CMU Working Group; Risk Management Committee.

(a) The operation and management of the CMU will be coordinated between Provider, CMU and the City through a management committee designated as the "Working Group". The Working Group is intended to include the following individuals (or such other individuals as Provider and City may agree): (i) the general manager of Provider with respect to CMU operations; (ii) two management level representatives of Provider directly involved in the day to day activities of Provider with respect to the CMU; (iii) the general manager or director of the CMU appointed by the City to oversee CMU operations; and (iv) the City Manager or his or her designee. The members of the Working Group may invite employees and third parties who are under contract with Provider, CMU or the City to attend Working Group meetings from time to time to report on or discuss various topics relevant to the development and operation of the CMU, provided that any third party attending a meeting must be subject to a duty of confidentiality. If legal counsel for Provider or City/CMU is invited to attend a meeting of the Working Group, then advance notice will be given to the members so that the other party may have legal counsel attend as well. The Working Group will meet as often as the members believe is necessary to carry out their responsibilities under this Section 4.4, but in no event less than once per month. The Working Group is intended to be a collaborative body for cooperation amongst Provider, City and CMU and does not change any of the respective rights or obligations of the parties pursuant to this Agreement. The Working Group not does not have the authority to modify or amend the terms of this Agreement, but may make recommendations to Provider and the City Council regarding modifications.

(b) The primary purpose of the Working Group will be to discuss operations and where appropriate, make decisions with respect to carrying out the development and operation of the CMU within the framework of the terms and conditions set forth in this Agreement and the policies and regulations adopted by the CMU pursuant to Section 2.5(b), as the same may be amended from time to time. It is expected that the Working Group will formalize strategy and performance criteria for CMU operations, subject to the oversight of the City Council in its role as the governing board of the CMU. On matters requiring governing board approval, such as rate setting pursuant to Section 7.1, the Working Group may make recommendations to the City Council.

(c) The Working Group will further provide a mechanism to resolve differences of opinion and disputes regarding the operation of the CMU or the interpretation of this Agreement at the management level. Disputes that cannot be resolved by the Working Group will be subject to dispute resolution pursuant to Section 29.

(d) The City Council may appoint one or more ad-hoc committees to provide oversight of CMU operations, including a risk management committee that will meet periodically to review the energy portfolio of the CMU, operating risks due to changes in the energy market and such other matters as the City Council may determine. It is intended that such committees will be informational in nature,

allowing the Working Group to keep the City Council appraised of the status of CMU development and operational activities on a periodic basis.

4.5. Changes in Law. Provider, as the turn-key operator of the CMU within the NMU will be responsible for compliance with all changes in federal, state or local law regarding the operation of the CMU. Notwithstanding the foregoing, the City will not adopt any ordinance that would expand the obligations or limit the compensation of Provider pursuant to this Agreement.

4.6. Audit. The City, or its designated accounting firm, at the City's expense, will have the right to perform an annual audit of the operation of the CMU that are conducted by Provider and Provider will reasonably cooperate with such audit.

5. Expansion of the NMU.

5.1. Campus Expansion. The Project will be planned and permitted (to the extent possible prior to annexation) with the intent of expanding the Technology Campus on 210 acres of property adjacent to the NMU that is located on unincorporated land of the County of Riverside ("***Campus Expansion***"). Such stage two expansion is intended to require an additional approximately 300 MW of electrical capacity to serve additional data centers or other technology businesses. The Campus Expansion will require annexation of the adjacent property into the boundaries of the City.

5.2. Process for Campus Expansion. The expansion of the NMU for the Campus Expansion will be within the scope of this Agreement and subject to all of the terms hereof. At such time as SPSI desires to proceed with the Campus Expansion, it will provide written notice to the City of its intent and the timing for the development of the infrastructure required for such expansion, as well as all requirements necessary for the CMU to expand its service territory to meet the needs of the Campus Expansion. The City will cooperate with SPSI for the annexation of the Campus Expansion into the boundaries of the City and the subsequent service of the Campus Expansion by the CMU provided that the following requirements are satisfied:

(i) SPSI is not in breach of any of its obligations under this Agreement;

(ii) SPSI has procured financing for the infrastructure necessary for the CMU to serve the Campus Expansion;

(iii) SPSI has firm commitments with developers and/or anchor tenants for the Campus Expansion; and

(iv) SPSI will indemnify and defend the City and the CMU from any claim arising in connection with the permits and approvals for the expansion in the same manner as Section 2.8.

5.3. Future Expansion. Provider will have the first right of refusal to serve the expansion of the CMU to serve areas outside of the NMU (except for the Campus Expansion) within the Greenfield Service Area. The actual terms and conditions of such expansion will be subject to mutual agreement of Provider and the City. If Provider and the City cannot agree on the terms of any such expansion following good faith negotiation, then the City reserves its right for the CMU to undertake such expansion separate and apart from the obligations of the Parties pursuant to this Agreement provided that no such action will interfere with the ongoing provision of utility service to the NMU for the duration of the Term. Provider acknowledges and agrees that its obligations under this Agreement are not contingent upon any future promise or agreement to provide services on behalf of the City outside of the NMU.

6. Term.

6.1. Term of Agreement. The "***Term***" of this Agreement will initially be the Development Period; provided, however, that this Agreement may be terminated during the initial Term pursuant to Section 2. Following the issuance of the Notice to Proceed, the Term will be that period of time commencing upon the Commencement Date and continuing until the twentieth (20th) anniversary of the Utility Operations Date.

6.2. Renewal. The City and Provider, upon mutual agreement, may extend the Term of this Agreement for two (2) additional five (5) year periods (each, a "***Renewal Term***") upon the terms set forth herein or as otherwise mutually agreed.

6.3. Expiration. The last day of the Term (as extended by any Renewal Term) is referred to herein as the "***Expiration Date***".

7. CMU Rates, Revenue and Expenses.

7.1. CMU Rates. The CMU will set rates for service to customers in the NMU consistent with the rate assumptions that are set forth in Exhibit "G", subject to the compliance by the CMU and the City with the requirements of applicable law. Notwithstanding the participation of Provider in making recommendations with respect to rates, the final authority to set rates for the CMU will at all times be in the final discretion of the governing board of the CMU.

7.2. CMU Revenue. During the Term, all revenue earned by the CMU from the provision of electrical service to customers within the NMU will be deposited into a separate lockbox account owned and controlled by the CMU ("***Utility Lockbox Account***"). Such lockbox account will provide that such revenue may only be withdrawn from the lockbox account in accordance with the payment priorities set forth in Section 7.3. CMU shall ensure that distributions from the Utility Lockbox Account occur in such a manner that CMU payment obligations, whether managed by the City or Provider, are timely met and CMU operations are not interrupted or adversely affected.

7.3. Distributions of Revenue. The revenue of the CMU that is held in the Utility Lockbox Account will be distributed in the following order of priority:

(i) obligations due to energy providers for the CMU;

(ii) obligations for general expenses of the CMU which are fiscal obligations of the CMU;

(iii) obligations for general expenses of the CMU that are administered by Provider pursuant to the O&M Services;

(iv) the rate retention payable to the CMU as set forth in Exhibit "H";

(v) the funding of operating and uncollectible reserve funds as agreed by the City and Provider; and

(vi) all remaining revenue will be distributed to Provider for the Service Fee.

7.4 Payment of Expenses. It is anticipated that the revenue of the CMU will be sufficient for the payment of all expenses, including the rate retention payable to the CMU and the Service

Fee of Provider. Notwithstanding the foregoing, to the extent that the revenue is insufficient to cover the items set forth in clauses (i) through (iv) of Section 7.3, the City and Provider shall meet and confer to implement recommendations on rate adjustments to cover such shortfall or to the extent that the shortfall is temporary, to draw upon reserves. The City and the CMU will cooperate with Provider to avoid operating shortfalls and subject to the authority of the governing board of the CMU to set rates, the foundational principle for setting rates will be to ensure that the costs and expenses of operating the CMU are provided for in good faith. Notwithstanding the foregoing, it is the primary responsibility of Provider to anticipate costs and make recommendations on any necessary rate adjustments and Provider shall be responsible to the extent that there is a revenue shortfall. To the extent that the shortfall is the result of energy procurement expenses exceeding anticipated revenues due to changes in the market or demand that were not anticipated in Provider's hedging strategy for the CMU, then Provider and the City will meet and confer to discuss a change in applicable rates.

8. Compensation for Project Infrastructure and Services.

8.1. Service Fee. Provider will be compensated for all of its obligations under this Agreement, including the construction and financing of the Project Infrastructure and the provision of the Project Services, O&M Services and the Energy Services, pursuant to the Service Fee that is described on Exhibit "H".

8.2. No Cost Reimbursement. Provider will not be entitled to any cost reimbursement by the City for the acquisition and construction of the Project Infrastructure. Provider will be solely responsible for the repayment of all financing procured by Provider for the Project and the fulfillment of its obligations under this Agreement. To the extent that any lender or investor requires a pledge of revenues or fees from Provider, such pledge shall come solely from the payment of the Service Fee and will perfected by Provider and its lenders or investors through the use of a separate lockbox account into which Service Fee is paid from the Utility Lockbox Account.

9. Insurance. During the Term, Provider shall procure and maintain insurance of the types and in the amounts described on ***Exhibit "J"***. The City shall procure and maintain wildfire insurance at the City's sole cost and expense through the City's joint powers insurance authority and Provider shall have no obligation to procure or maintain such insurance.

10. Indemnification.

(a) Provider shall defend, indemnify and hold harmless City, its elected officials, officers, employees, and agents, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental body or agency ("***Claims***"), arising out of any acts, omissions, negligence or willful misconduct of Provider, its personnel, employees, agents or subcontractors in connection with this Agreement, including Provider, the construction of the Project Infrastructure and the performance of the Project Services, O&M Services or the Energy Services. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, reasonable attorney's fees and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all reasonable legal expenses and costs incurred by each of them. This indemnification will not apply to the extent that a Claim is caused by the negligence or willful misconduct of City or its employees or agents. Provider's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

(b) City shall defend, indemnify and hold harmless Provider, its directors, officers, employees, and agents, from any and all third party Claims arising out of the negligent acts or willful misconduct of City, its personnel, employees, agents or subcontractors in connection with the operation of the Project Infrastructure or while present on any sites that are operated by Provider, as well as any damage to the Project Infrastructure that is caused by such negligent acts or willful misconduct. This indemnification will not apply to the extent that a Claim is caused by the negligence or willful misconduct of Provider or its employees or agents. City's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Provider, its elected officials, officers, employees, or agents.

11. No Consequential Damages. EXCEPT FOR THE INDEMNIFICATION OF THIRD PARTY CLAIMS, NEITHER PARTY HEREUNDER SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, INCIDENTIAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE OR IN TORT OR CONTRACT.

12. Inspection. Upon at least twenty-four (24) hours prior written notice to Provider (or, in the case of emergency, such notice as shall be practicable under the circumstances), Provider shall permit City and its agents to enter into and upon the Project Infrastructure at all reasonable times for the purpose of inspecting the same. City shall indemnify and hold Provider harmless pursuant to Section 10(b) for any losses or claims for personal injury, death or property damage to the Project or the Project site to the extent caused by City agents' or employees' negligence or willful misconduct during such access.

13. Cooperation.

13.1 Cooperation Regarding Agreement. The Parties shall negotiate with one another fairly and in good faith and shall cooperate with one another to effectuate the purposes of the Agreement. In particular, the Parties recognize and agree that Provider shall be obtaining project finance to support the development and construction of the Project Infrastructure. City shall cooperate with Provider and its financing parties to assist and support that process. Additionally, City shall support and cooperate with Provider's efforts to develop the Project and secure federal, state and local permits. All approvals required to be given by any Party shall be given or denied on good faith and may not be unreasonably denied. Each Party shall use due diligence in its attempt to accomplish any act required to be accomplished by that Party. City shall cooperate with Provider in mitigating adverse impacts from force majeure and other events beyond either Party's reasonable control that can impede Provider's performance of its obligations under this Agreement. City shall also reasonably cooperate with Provider in mitigating adverse impacts to the Project from condemnation, eminent domain, and local resistance. City shall reasonably cooperate with Provider to contact regulatory agencies and obtain information that Provider deems necessary or advisable for development of the Project; *provided, however*, that (a) the costs for obtaining such permits, licenses, instruments and approvals, including the reasonable out-of-pocket costs and expenses incurred by City in cooperating with Provider, will be paid by Provider; and (b) in no event will City be required to agree to covenants or conditions of approval which would have a material adverse effect on the City. City understands and agrees that its cooperation in this regard is essential to successful development of the Project.

13.2 Cooperation Regarding NMU Service Area. City hereby authorizes Provider to jointly, with the City Manager, negotiate with IID regarding the acquisition by or transfer to the City, or coordination with the City, of IID's facilities within the NMU and surrounding areas. Provider shall coordinate such negotiations with the City Manager and shall provide regular status reports to CMU. Provider shall not have the authority to, nor shall it, bind the City to any agreement with IID, but it will be

authorized to act as a representative of the City in discussions with IID as necessary to advance the objectives of this Agreement. Provider will provide City with notice of meetings with IID in advance and an opportunity to participate. To the extent that the City does not participate in a meeting, Provider will provide the City Manager with a summary of the discussions. If IID declines to negotiate, materially delays or will not enter into an Agreement substantially consistent with the Development Assumptions, the Parties shall meet and confer to (a) determine if the Project remains feasible; and (b) to the extent necessary, modify the Development Schedule to allow for additional discussions with IID.

14. Maintenance and Repair.

14.1. At all times during the Term, Provider, at its sole cost and expense, shall maintain the Project Infrastructure and any additional infrastructure that is developed for the CMU by Provider in connection with any expansion.

14.2. If any Project Infrastructure is damaged or destroyed by a risk that is covered by the insurance Provider is required to obtain and maintain pursuant to Section 11, then Provider shall restore such facilities to substantially the same condition as they were immediately before the destruction, to the extent covered by such insurance and pursuant to codes and requirements at the time. If the insurance provided by Provider does not cover the damage, then the City will attempt to use its insurance coverage. The City shall be solely responsible for restoration of any Project Infrastructure damaged or destroyed due to wildfire.

14.3. If the Project Infrastructure is damaged or destroyed by a risk that is not covered by Provider or City insurance, then Provider and City will mutually agree on a funding mechanism to repair or replace such infrastructure, provided, however, that Provider and its affiliates will provide the necessary labor for such repairs at cost.

15. Alterations and Expansion. Provider shall not make any material alterations, additions or improvements to or of the Project Infrastructure, or any part thereof without the prior approval of City, which will not be unreasonably withheld provided that such alterations, additions or improvements are necessary for or will increase the operational efficiency of the CMU and will be provided at the sole cost of Provider unless otherwise agreed by the CMU.

16. Taxes. To the extent applicable, City shall be responsible for the timely payment of all property taxes and assessments, including without limitation, any and all utility, city or county assessments which are assessed, levied, confirmed or imposed on the Project Infrastructure.

17. Assignment. Except as provided below, Provider shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed provided that the proposed assignee or transferee has financial support and capabilities equal to or better than Provider and the requisite expertise and experience to carry out Provider's obligations under this Agreement. Any attempt to do so shall be null and void, and any assignee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Notwithstanding the foregoing, Provider may, without the City's consent, transfer or assign this Agreement to (a) a subsidiary or affiliate under common ownership or control with Provider provided such subsidiary or affiliate assumes in writing all of the obligations under this agreement and Provider remains responsible for the performance of such obligations by the subsidiary or affiliate; or (b) any lender, investor, financing party or project company established for purposes of financing the Project, provide, however, that any mortgage or assignment does not relieve Provider of its obligations under this Agreement.

18. Events of Provider's Default and City's Remedies.

18.1. Events of Default. If one or more of the following events ("***Event of Default***") occurs, such occurrence constitutes a breach of this Agreement by Provider:

(a) Except in circumstances where the City fails to timely distribute monies to Provider from the Utility Lockbox Account, Provider fails to pay any sum, cost or expense that is the responsibility of Provider when the same becomes due and payable, and such failure continues for more than sixty (60) days after City gives written notice thereof to Provider;

(b) Provider fails to comply with any legal or regulatory requirement, permit obligation of Provider pursuant to this Agreement and such failure is not remedied within thirty (30) days after City gives written notice thereof to Provider or, if such default cannot be cured within said thirty (30) day period but Provider has commenced action to cure, then Provider shall have up to an additional sixty (60) days to cure such default, provided, however, that if the continued operation of the Project Infrastructure and CMU is in imminent danger as a result of such failure to comply, then the City may step in and cure such default at the cost of Provider until such time as Provider has remedied the default;

(c) Provider fails to perform or observe any covenant, condition or provision of this Agreement hereof to be performed by Provider as and when performance is due, and such failure continues for more than sixty (60) days after City gives written notice thereof to Provider or, if such default cannot be cured within said sixty (60) day period but Provider has commenced action to cure, then Provider shall have up to an additional sixty (60) days to cure such default, provided, however, that if the continued operation of the Project Infrastructure and CMU is in imminent danger as a result of such failure to comply, then the City may step in and cure such default at the cost of Provider until such time as Provider has remedied the default; and

(d) Provider becomes subject to an action for bankruptcy or insolvency or a receiver is appointed for the benefit of Provider's creditors, unless within ninety (90) days of the filing of such action, Provider is successful in having the action dismissed.

18.2. City's Remedies. If an Event of Default occurs, City at any time thereafter has the right to terminate this Agreement or to commence an action for the enforcement of this Agreement at law or equity.

18.3. Right to Operate. In the event of any termination of this Agreement by reason of Provider's default, City has the immediate right to take over operation of the CMU and the Project Infrastructure.

19. Events of City's Default and Provider's Remedies.

19.1. If one or more of the following events (each a "***City Event of Default***") occurs, such occurrence constitutes a breach of this Agreement by City:

(a) If City fails to disburse funds in accordance with Section 7.3 and such failure continues for more than five (5) business days after Provider gives written notice thereof to City;

(b) If City fails to perform or observe any agreement, covenant, condition or provision of this Agreement to be performed or observed by City as and when performance or observance is due, and such failure continues for more than sixty (60) days after Provider gives written notice thereof to City; and

(c) The City becomes subject to an action for bankruptcy or insolvency or a receiver is appointed for the benefit of City's creditors, unless within ninety (90) days of the filing of such action, City is successful in having the action dismissed.

18.2 Provider's Remedies. Upon the occurrence of a City Event of Default set forth in 18.1, Provider will have all the rights and remedies available to it at law, in equity, by statute or otherwise.

20. Rights and Obligations on Expiration of the Term or Termination.

20.1. Notice of Renewal or Non-Renewal. No later than one (1) year prior to the expiration of the Term (as the same may be renewed), Provider will provide City with written notice of Provider's interest in renewal of the Term and any proposed modification of terms. If Provider gives such notice, then the City and Provider will have ninety (90) days to negotiate mutually acceptable terms for a renewal term of up to five (5) years. If City and Provider are unable to agree on the terms of renewal or if Provider does not give notice of renewal in accordance with this section, then the Agreement will expire at the end of the Term.

20.2. Transition of Utility Operations. If this Agreement terminates or expires, Provider will cooperate with City to transition the operation of the CMU and the Project Infrastructure to CMU or CMU's designee for a period of one hundred eighty (180) days and will deliver to the City all books and records held by Provider in connection with the services provided under this Agreement.

21. Early Termination Option of City. The City will have the right to terminate this Agreement at any time following the tenth (10th) anniversary of the Commencement of Operations, subject to mutual agreement by City and Provider on the following terms: (a) the payoff in full of any financing obtained by Provider for the Project Infrastructure and Provider's operation of the CMU pursuant to this Agreement, including any penalties associated with such prepayment; and (b) an early termination payment to Provider that reasonably compensates Provider for its anticipated operating profit from the services provided pursuant to this Agreement, including a reasonable return on the equity capital invested by Provider to carry out its obligations under this Agreement, which early termination payment will be discounted for the remainder of the Term.

22. Notices. All notices, demands, consents, approvals and other communications which are required to be given by either City or Provider to the other under this Agreement will be deemed to have been fully given when made in writing and (i) personally delivered; (ii) sent via commercial overnight courier; or (iii) sent via electronic mail, subject to receipt of confirmation via electronic mail of receipt thereof by the other Party (not including automated notices or confirmations of receipt), and addressed to City or Provider at the address set forth below, or at such other addresses as City or Provider may from time to time designate in writing in accordance with this Section 26:

City:	City of Coachella Attn: City Manager 53990 Enterprise Way, Coachella, CA 92236 Phone: (760) 398-3502 Email: bpattison@coachella.org
With a copy to:	Best Best & Krieger LLP Attn: City Attorney, Ryan Guiboa 74-760 Highway 111, Suite 100 Indian Wells, CA 92210 Phone: (760) 568-2611 Email: ryan.guiboa@bbklaw.com
Provider:	_____ Attn: _____ _____ _____ Phone: _____ Email Address: _____
with a copy to:	_____ Attn: _____ _____ _____ Phone: _____ Email Address: _____

23. No Waiver. The waiver by City or Provider of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

24. Force Majeure. Neither Party shall not be deemed in default of this Agreement, nor shall such Party be responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, epidemic, pandemic, act of God (inclusive without limitation of extreme weather events, drought, earthquake, fire, flood, lightening, hurricane, high winds or other natural disasters), war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of Provider or City, as applicable, provided that the Party asking to be excused from performance as a result of such occurrence gives the other Party prompt written notice thereof and takes all steps reasonably necessary to mitigate the effects of the event. The Party claiming the occurrence of force majeure shall use its best efforts to mitigate such event and resume performance as soon as reasonably practicable. If an event of force majeure continues for a period in excess of one hundred eighty (180) days, then the Parties will meet and confer in good faith to determine whether it is economically and operationally feasible to mitigate the effects of the event or to rebuild the facilities of either Party as necessary to restore performance of the terms of this Agreement no later than one (1) year from the commencement of the event of force majeure or such longer period which the Parties shall mutually agree upon.

25. Successors and Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all Parties hereto, and all of the Parties hereto shall be jointly and severally liable hereunder.

26. Complete Agreement. There are no written or oral agreements between City and Provider affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, proposals, agreements and understandings, oral or written, if any, between City and Provider or displayed by City to Provider with respect to the subject matter of this Agreement.

27. Amendment and Modification. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by City and Provider. This Agreement and any instrument, agreement or document attached hereto or referred to herein, is intended by City and Provider as the final expression of the agreement with respect to the terms and conditions set forth in this Agreement and any such instrument, agreement or document and as the complete and exclusive statement of the terms agreed to by City and Provider.

28. Incorporation of Exhibits and Documents. Each and every exhibit or document referenced in this Agreement, whether or not attached to this Agreement, shall be incorporated into the body of this Agreement and each point of reference.

29. Dispute Resolution.

29.1. Management Discussions. Should any dispute or claim arise between the Parties concerning the terms, interpretation, effect, or operation of this Agreement, the Parties agree to make good faith efforts to informally resolve such dispute or claim through discussions between the City Manager of City and the Chief Executive Officer of Provider. If the Parties fail to resolve such disputes or claims, then either Party shall have the right to submit the dispute or claim to arbitration pursuant to Section 28.2.

29.2. Arbitration. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in the County of Riverside, California, pursuant to the rules of Judicial Arbitration and Mediation Services ("***JAMS***"), as amended or as augmented in this Agreement (the "***Rules***"). Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorney's fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify JAMS and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute. The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 1282.6. The deposition notice shall conform to Code of Civil Procedure section 1283. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure. Notwithstanding the election by the parties to arbitrate their disputes, nothing contained herein shall prevent a party from filing an action in a court of competent jurisdiction to seek any form of equitable remedy or relief.

30. Governing Law and Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of California. All disputes will be brought in the federal court for the

Central District of California or the superior court of the State of California located in the County of Riverside.

31. Attorney's Fees. Each Party will bear its own legal fees and costs in any action brought to enforce the terms of this Agreement.

32. Miscellaneous.

32.1. The words "***City***" and "***Provider***" as used herein include the plural as well as the singular. If there is more than one Provider or City, the obligations hereunder imposed upon Provider or City are joint and several. Time is of the essence of this Agreement and each and all of its provisions. Subject to the provisions applicable to assignment, the agreements, covenants, conditions and provisions herein contained apply to and bind the successors and assigns of City and Provider.

32.2. This Agreement has been mutually negotiated by the Parties and their legal advisors. Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of all of the parties have participated equally in the negotiation and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply, fairly, equitably and reasonably, according to its plain meaning and not strictly for or against any of the Parties. Without limiting the generality of the foregoing: use of the masculine gender includes the feminine and neuter; the singular number includes the plural and the plural number includes the singular; the term "person" includes a corporation or other entity as well as natural person; and the term "including" means "including but not limited to."

[signature page follows]

IN WITNESS WHEREOF, City and Provider have executed this Agreement as of the day and year first herein above written.

CITY:

CITY OF COACHELLA

By: _____
Name: William Pattison
Title: City Manager

Approved as to form:

_____
Best Best & Krieger LLP

PROVIDER:

Coachella Valley Power Services, LLC
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A"

MAP OF NEW MUNICIPAL UTILITY PHASE 1 AREA



EXHIBIT "B"

PROJECT INFRASTRUCTURE PLAN

NMU – Technology Campus (Phase 1)

1. Infrastructure

A. Initial Infrastructure

1. New 230Kv Interconnection to IID's existing Coachella Valley Substation and Associated 230Kv Switchyard at the Coachella Energy Center, each as shown on the map attached hereto as Exhibit B-1.
2. Required equipment to tie-in to IID's Coachella Valley Substation
3. All required 230Kv Metering Equipment
4. All required 230kv sub-transmission
5. Electrical Ops Yard and maintenance building located at the Coachella Energy Center
6. Fuel cell microgrid(s) located at the Technology Campus as shown on Exhibit B-1.

B. Future Additions to Infrastructure

Provider will have the option pursuant to Section 5.3, but not the obligation, to participate in the following future additions:

1. New 92 Kv Substation and Tie-ins for Future Phase 2 Electrical infrastructure
2. New Energy Center Distribution Substation and required Overhead and Underground to stub-out and support future local growth
3. New Polk Street Distribution Substation
4. New Oats Lane Distribution Substation

Transmission included in the infrastructure will be overhead for sub-transmission circuits and will be underground for Distribution Circuits.

2. Real Property

Provider will acquire any real property necessary for the location of the substations and shall dedicate such real property to the City upon completion of the Project Infrastructure.

3. Rights of Way

City will provide access at no cost for the location of infrastructure within public rights of way as identified on the map attached to this Exhibit B. Any private property or rights-of-way across private property that are required to provide transmission to the NMU or within the NMU to the Technology Campus will be acquired by Provider and assigned to the CMU.

4. Building Requirements

The City will adopt rules and regulations for the construction of infrastructure within the CMU that is based on current State of California utility regulations, standards and best practices.

5. Fire Station

Provider will provide five acres for future City-built and staffed Fire Station at or close to the corner of Ave 50th and Filmore St.

EXHIBIT "B-1"

MAP OF PROJECT INFRASTRUCTURE

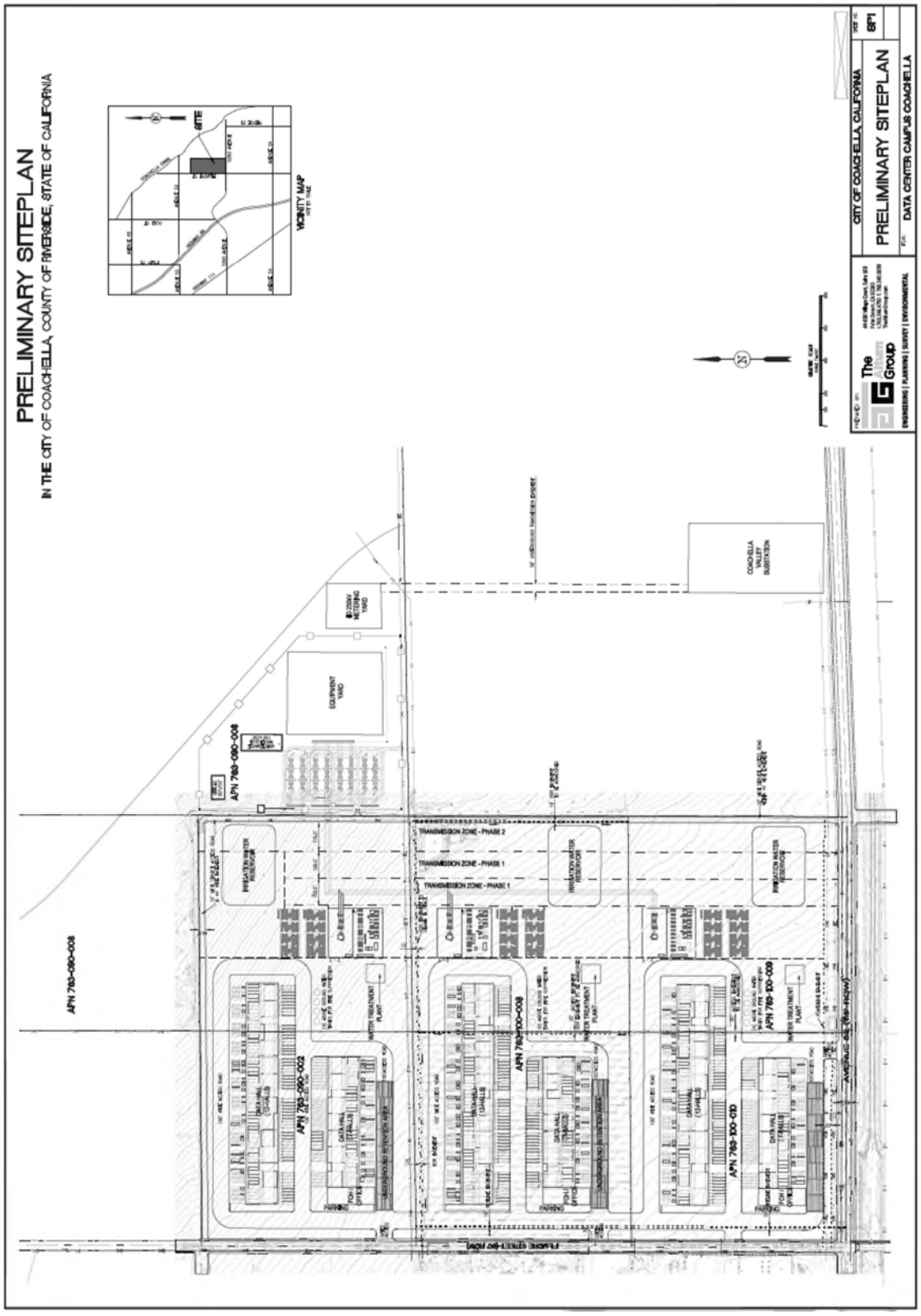


Exhibit "B"

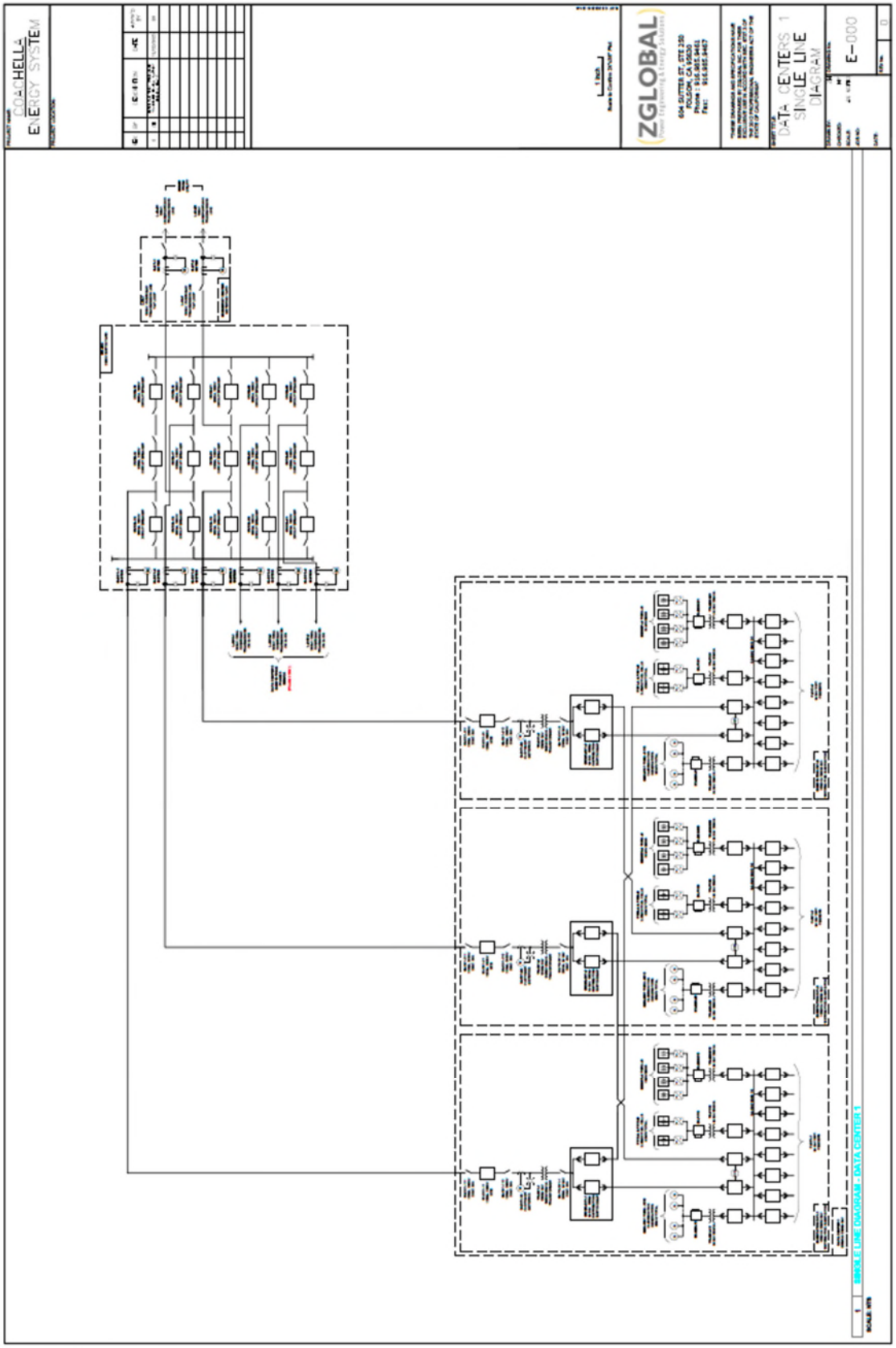

COACHELLA
ENERGY SYSTEM
ZGLOBAL
DATA CENTERS 1
SINGLE LINE
DIAGRAM
E-000
SINGLE LINE DIAGRAM - DATA CENTER 1

Exhibit "B"

EXHIBIT "C"

SCOPE OF O&M SERVICES

Beginning on the Utility Operations Date and continuing thereafter throughout the Term, Provider shall, in a timely manner, perform and/or provide all work, services, supervision, management, labor, equipment, materials, parts, tools, consumables, consumable parts, materials, supplies and other items necessary or appropriate to perform CMU operations within the NMU.

Provider shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating provision of the O&M Services consistent with the terms of this Agreement, including the timely performance or delivery of work by its subcontractors, except where the Agreement otherwise provides specific instructions concerning these matters.

Project Infrastructure

Provider shall be solely responsible for the operation and maintenance of the Project Infrastructure, including the following:

1. Substations, distribution feeder circuits, switches, primary circuits, protective equipment, distribution transformers, conductors, controls, and instruments.
2. Electrical distribution infrastructure, including overhead poles and wires and underground equipment, lightning arrestors, fuses, insulators, circuit breakers, relays, and busses;
3. Electrical operations control center and customer service center;
4. Accessory buildings and maintenance/repair equipment yards;
5. Equipment required for operation and maintenance of project infrastructure, including parts, tools, and vehicles;
6. Customer electrical meters;
7. Back-end customer service hardware and software;
8. Additional infrastructure and equipment necessary to provide the O&M Services in accordance with industry best practices.

Work not specifically delineated in this Agreement will be performed and provided by Provider to the extent necessary or appropriate to complete the O&M Services.

During the Development Period as set forth in Section 2.5(b), Provider shall prepare and submit to City for its approval, Provider's proposed Operating and Maintenance Plan ("O&M Plan") for the initial year of CMU operations. The O&M Plan shall show, in such detail reasonably required by City, and on a Month-by-Month basis, all relevant information relating to the anticipated operation and on-going maintenance of the Project Infrastructure by Provider and shall include a program and timetable for the performance of Provider's obligations under this Agreement, the proposed number of hours of maintenance, the timing of such maintenance, and any other material activities as identified by Provider. The O&M Plan will be updated by Provider with any necessary modifications no later than the Utility Operation Date. No changes shall be made to the O&M Plan by Provider without the prior written approval of City, which will not be unreasonably withheld, conditioned or delayed.

Provider shall arrange for the testing and calibration of all customer meters on installation and thereafter on a regularly scheduled basis in compliance with the applicable manufacturer's recommendations.

Provider shall prepare log books and reports as necessary with respect to all maintenance activities. The City may review such log books and reports at reasonable intervals, but no more frequently than four (4)

times per calendar year, following prior notice to Provider. Provider shall provide reasonable assistance to City in preparing all reports, plans and other materials that City is required to deliver concerning the maintenance and servicing of the Project Infrastructure, if any, including any asset and inventory management requirements of the CMU to comply with GAAP as adopted by the Governmental Accounting Standards Board or otherwise required by the State of California. All reports and documents prepared by or for Provider for City in connection with the performance of the O&M Services shall become the property of City immediately upon creation thereof.

Billing and Collections

The CMU will handle all billing and collections with respect to the customers of the CMU. Provider will support this effort by providing all information necessary for the CMU to timely bill its customers on a monthly basis, including meter data. All such information will be provided in digital form that is configured to work with the City's billing system.

Permits and Compliance

Provider shall obtain, pay for, and maintain all permits required to allow Provider to lawfully perform the O&M Services and otherwise carry out its business affairs as contemplated in the Agreement, and shall secure each permit prior to performance of the relevant portion of the O&M Services for which such permit is required.

Provider shall deliver copies to CMU of each permit promptly after receipt thereof. Provider shall perform all the O&M Services such that the performance of such services will comply with the provisions of all permits.

Provider shall promptly notify CMU of any communication from any governmental authority that alleges that Provider is not acting in compliance with applicable laws. Provider shall provide a copy to the City immediately upon receipt of any notice, order or other correspondence by Provider from any governmental authority related to any failure or asserted failure to comply with any legal requirement. If the legal requirements are inconsistent but one is more stringent that the other(s) (such that all can be complied with by complying with the most stringent requirement), Provider shall perform its obligations in accordance with the most stringent requirement. If two or more requirements are in conflict (such that it is impossible to comply with all of them concurrently), Provider shall promptly notify CMU of the conflict and the CMU shall resolve such conflict in its sole discretion, after considering input from Provider.

Personnel

Provider shall provide the labor and professional, supervisory and managerial personnel required to perform the O&M Services in accordance with the requirements. Such personnel shall be qualified (including possessing appropriate licenses), experienced and trained in the duties to which they are assigned by Provider and capable of performing such duties in accordance with this Agreement.

Provider shall retain sole authority, control and responsibility with respect to labor matters in connection with the performance of the O&M Services. Upon City's reasonable request, Provider shall provide City with the qualifications of any or all personnel employed in connection with the Services at the Project Site. Provider shall remove, and cause subcontractors to remove, any employee, agent or other person engaged in the performance of the O&M Services for Provider or such subcontractor, as the case may be, whose conduct the CMU reasonably deems to be having a material adverse effect on the O&M Services or the Project Infrastructure, adversely impacting the health and safety of the public, or the perception of the CMU, or City's relationship with the surrounding community.

Provider shall provide ongoing training and education programs, as necessary, for all personnel engaged by Provider in providing the O&M Services. Prior to the expiration of the Term, Provider shall train City's personnel in the performance of the O&M Services and in the start-up, shut-down and operation and maintenance of, safety, and all general process understanding and emergency procedures for the Project Infrastructure and all of its sub-systems.

Provider shall take cognizance of and responsibility for the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("***Prevailing Wage Laws***"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. Provider shall fully comply with and require its subcontractors/subconsultants to fully comply with such Prevailing Wage Laws to the extent applicable. If the Services are funded in whole or in part by federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, Provider and all its subcontractors/subconsultants shall pay the higher of the state or federal prevailing wage rates.

Provider shall adopt policies and practices designed to avoid labor disputes, and to minimize the risk of labor-related delays or disruption in providing the O&M Services. Provider shall advise City promptly, in writing, of any actual or threatened labor dispute of which Provider has knowledge that might materially affect the provision of the O&M Services. Notwithstanding the foregoing, the settlement of labor disputes shall be at the discretion of the Party having the difficulty.

Provider shall ensure (with respect to its employees), and shall cause all subcontractors to ensure (with respect to their respective employees), that at the time of hiring, all personnel providing the O&M Services are in possession of all such documents (including visas, driver's licenses and work permits) as may be required by any and all applicable laws. Provider shall provide any such documentation to the CMU in a timely fashion in order for the CMU to comply with any request or requirement of any governmental Authority.

Safety and Emergencies

Provider shall be responsible for the security of the Project Infrastructure during the duration of the Term. Provider shall secure access to the Project Infrastructure sites in accordance with best industry practices.

In the event of an emergency endangering life or property, Provider shall take such action as may be necessary or reasonable to prevent or mitigate injury, damage or loss and shall promptly notify the CMU of any such emergency and the actions taken by Provider. In addition, the CMU may take such action as is necessary or reasonable to prevent, avoid or mitigate injury, damage or loss (provided that the taking of such action by the CMU, or the CMU's failure to do so, shall not limit Provider's liability or its obligations under this Agreement), and if the necessity of taking of such action is caused by Provider's acts or omissions or those of any other responsible party, then Provider shall reimburse the City for the costs incurred by the CMU in taking such action.

Provider shall cooperate with the requests of the CMU to address any and all concerns of the landowners or occupants of real property adjacent to the Project Infrastructure sites. Provider shall not enter into any agreement, contract or understanding with any landowner or occupant of real property adjacent to the Project Infrastructure without the prior written consent of City.

Environmental Compliance

Provider specifically agrees that in the performance of its obligations under this Agreement and in the performance of all the Services hereunder, Provider shall at all times fully comply with and cause each of its subcontractors, if any, to fully comply with all applicable environmental laws. Provider further agrees that Provider shall have and cause its subcontractors, if any, to have and keep in effect all licenses, permits, registrations, certificates, and approvals required by any environmental law or by any governmental agency for the O&M Services undertaken by Provider or its subcontractors, if any, in the performance of Provider's obligations under this Agreement.

All hazardous materials used in connection with the O&M Services will be promptly and properly managed, containerized, stored, removed, transported and disposed of by Provider in accordance with all applicable environmental laws. Without in any way limiting the foregoing, Provider shall not cause or permit the spillage, discharge, emissions, or release of any hazardous materials in the course of performing O&M Services. If spillage, discharge, emission, or release should accidentally occur through Provider's actions, Provider shall immediately notify the CMU and:

(1) Take all reasonable steps necessary to stop and contain said release;
(2) Make any report of such release as required under environmental law;
(3) Clean up such release as required by the applicable governmental agency.

Provider shall immediately notify the CMU's designated representative of the following upon the occurrence of any release of hazardous material in connection with the O&M Services:

(1) A description of the release;
(2) The identification of the hazardous material and the volume released;
(3) Death or injury to any person;
(4) Property damage;
(5) Any communication from any governmental agency that alleges that Provider is not acting in compliance with environmental laws, rules or regulations;
(6) Any communication from any governmental agency that affects any permits or licenses necessary to perform the O&M Services.

Provider shall submit within thirty-six (36) hours of the release to City's designated representative a written report, in a format required by City, describing in detail any event of any release of a hazardous material which shall include the following information:

(1) Name and address of Provider and any subcontractor(s) involved.
(2) Name and address of Provider's commercial and environmental liability insurance carrier.
(3) Name and address of any injured or deceased persons, if applicable.
(4) Name and address of any property damage, if applicable.
(5) A detailed description of the release including the identification of the hazardous material, the date and time of the release, the volume released, and the nature of any environmental contamination.
(6) A determination of whether any of City/CMU personnel, equipment, tools or materials were involved.
(7) A detailed description of all reports made to any governmental agency, and a description of the actions taken to respond to the release.

EXHIBIT "D"

SCOPE OF ENERGY SERVICES

Portfolio Management Strategy

Provider will assist CMU with preparing and periodically updating its portfolio management strategy that addresses regulatory requirements and Risk Management Policy criteria and thresholds (e.g., mark-to-market and open position tolerances). Setting a strategic course requires a firm understanding of the regulatory landscape/requirements and current market conditions (e.g., price and availability by resource type), which will be carefully considered in reviewing and updating a plan that balances costs and other organizational objectives.

Summary of Tasks

Provider shall develop and complete the following key tasks in collaboration with CMU related to portfolio management strategy:

- Prepare briefing materials articulating applicable regulatory requirements, the various energy products and options available to the CMU, market conditions, and cost and other tradeoffs among the available products and energy sources;
- Attain City Council direction on regulatory ambitions and risk tolerances;
- Discuss options for achieving City Council goals and risk tolerances with respect to cost impacts; and
- Review and update a portfolio management strategy and related planning documentation to achieve established targets.

Risk Management Program Administration

A key component to the success of any load serving entity is a comprehensive and effective energy risk management program. A sound energy risk management program enables the timely understanding of portfolio positions relative to specified targets and values-at-risk (for any open positions) and provides CMU's management with requisite information to make informed decisions regarding its portfolio. Some key components of such a program should include: 1) an Energy Risk Management Policy (Risk Policy) that describes the key risks related to energy procurement that an organization faces and its corresponding mitigators, including price risk, volumetric risk, credit risk, and operational risk, among others; 2) Credit Risk Guidelines (Credit Guidelines) that include management practices/parameters related to supplier credit and liquidity (to inform decision related to collateral posting, etc.) and how to manage credit risk in the event of a supplier default; 3) quantification and reporting of portfolio positions, values and risks; and 4) scenario analyses and stress testing to facilitate CMU's understanding of potential stress-based outcomes under extreme circumstances and certain unlikely/undesirable scenarios.

Summary of Tasks

Provider shall develop and complete the following key tasks in collaboration with CMU related to energy risk management:

- Periodically review the Risk Policy to ensure it is tailored to CMU's needs, focusing on information specific to CMU's operations in order to make well-informed decisions and incorporating industry best practices;

- Draft Credit Guidelines that help shield CMU from counter Party credit risk while minimizing collateral postings;
- Determine the best methods and/or systems to aggregate positions, value positions, value risks, and establish the tolerance bands based upon CMU's risk appetite. Provider will prepare the reports required to review together with CMU's senior management at regularly scheduled (likely, quarterly) Risk Oversight Committee meetings; and
- Perform scenario analyses as needed and present the scenario with the most likely outcome and compare it with the extremes and circumstances under which they could occur.

Power Supply Portfolio Management & Procurement

To continue serving customers, CMU will need to secure requisite energy products and services, including shaped energy (i.e., a quantity of energy delivered by the supplier(s) according to an agreed upon schedule), resource adequacy capacity (i.e., reserve capacity required to meet mandatory compliance obligations applicable to municipal utilities, including incremental procurement orders issued by jurisdictional regulatory authorities), renewable energy (both short-term and long-term renewable supply, which will be necessary to satisfy California's recently increased 65% long-term RPS contracting requirement), and carbon-free energy (if necessary).

Summary of Tasks

Provider shall develop and complete the following key tasks in collaboration with CMU related to supplier selection and related contracting for power procurement:

- Develop and maintain a detailed load forecast for all eligible customers within the NMU;
- Determine desired energy and capacity quantities, which would supply aggregate customer requirements, including anticipated participation in default and voluntary retail service options;
- Prepare draft solicitation materials, including a Request for Proposals/Offers document and related bid workbooks (which will provide an organized, uniform framework for bidder responses), to support the procurement of necessary energy and capacity products, including requisite long-term renewable energy contracts to satisfy California's 65% long-term RPS contracting requirement and incremental capacity procurement obligations issued by jurisdictional regulatory authorities (e.g., the supplemental mid-term reliability procurement order issued by the CPUC via D.23-02-040);
- Coordinate with CMU's executive leadership to explore the possibility of procuring surplus RA capacity and RPS-eligible renewable energy (both short- and long-term);
- Evaluate offers received in response to the aforementioned solicitation processes and assist CMU in selecting the preferred supplier(s) of such products and services;
- In conjunction with the CMU's designated staff and legal counsel, support power purchase agreement negotiation for desired products and services;
- Assist CMU (in cooperation with CMU's designated staff and legal counsel) in developing and finalizing form transaction documents for desired products and services; and
- Perform necessary coordinative activities with CMU's selected supplier(s).

Legislative & Regulatory Compliance

As a Load Serving Entity (LSE) within the state of California, CMU will be required to comply with a variety of regulations, including participation in certain reporting programs administered by the CPUC and California Energy Commission (CEC). In particular, the annual electric load forecast (as it relates to future reserve capacity, also known as "resource adequacy," compliance obligations), Western

Renewable Energy Generation Information System (WREGIS) account renewable energy credits validation work, preparation of a renewable procurement plan, preparation of joint cost comparisons (a customer communication requirement created by SB 790) and preliminary power source disclosures will all require pre-launch completion.

Summary of Tasks

To ensure compliance with these requirements, Provider shall complete the following activities:

- Prepare a regulatory compliance calendar and reporting matrix to ensure that management has a thorough understanding of currently applicable technical reporting requirements and related submittal deadlines;
- Prepare load forecast and related filings to ensure compliance with California's resource adequacy program;
- Prepare annual compliance reports, as required under California's Renewables Portfolio Standard Program;
- Validate and transfer renewable energy credits (REC) on the WREGIS platform as the recipient and the issuer of the RECs on behalf of CMU;
- Assist CMU in developing requisite resource planning documents including statutorily required Integrated Resource Plan, if applicable, and RPS Procurement Plan;
- Prepare CMU's annual Power Source Disclosure reports and distribute key portfolio performance metrics to CMU's management – complete the CEC's required Power Content Label template and coordinate with CMU's communications team regarding technical elements of annual Power Content Label preparation;
- Assist and coordinate with CMU and its Scheduling Coordinator to determine the strategies for acquisition of Import Allocation Rights that may be used to support use of import resource adequacy capacity;
- Assist in preparing month-ahead and year-ahead resource adequacy compliance filings, including those related to California's slice-of-day compliance framework;
- Coordinate with resource adequacy suppliers and jurisdictional regulatory agencies to address and resolve prospective compliance issues;
- Assist in preparing compliance filings pursuant to the CEC's biennial Integrated Energy Policy Report, Quarterly Fuels and Energy Report including the related CEC 1306B quarterly report, and the U.S. Energy Information Agency monthly EIA-826 and annual EIA-861 reports;
- Assist in preparing Demand Forecast and Resource Supply compliance filings related to the CEC Integrated Energy Policy Reports;
- Assist in preparing status updates related to incremental procurement orders mandated by the CPUC; and
- Assist in preparing data request responses related to inputs required for calculation of the Power Charge Indifference Adjustment market price benchmarks.

Rate Setting & Financial Modeling

Provider will maintain a working pro forma financial model for CMU use in budgeting, cash flow planning, and financial performance monitoring. Provider will design customer electric rates and update rates for approval by CMU's governing board on an annual basis – such rates will be established at sufficient levels to meet adopted financial targets. The following tasks are included as part of this service:

Summary of Tasks – Rate Setting

- Annually, develop proposed CMU rate schedules; cost of service modeling; IID benchmarking; billing determinant (e.g., Time of Use energy) forecast; present and proposed rate revenue forecast;
- Collaborate with staff, CMU, and CMU governing bodies, as necessary, in regard to rate changes, including necessary new rate designs or options;
- Monitor realized rate revenue vs. projections to identify necessary rate changes;
- Monitor IID rates and surcharges; and
- Prepare a draft feed-in-tariff policy, including applicable project eligibility criteria, pricing schedules, and an appropriate power purchase agreement (which will be primarily based on successfully deployed FIT agreements used by other municipal utilities.

Summary of Tasks – Financial Modeling (Pro Forma)

- Maintain CMU's pro forma financial models of monthly income/expense projections, cash flow and cash balances;
- Update pro forma models as necessary to incorporate current load, resource and market data; monitor accuracy of financial projections on monthly basis; assist in reconciling budget variances;
- Prepare forecast of power supply and other expenses for annual budget;
- Prepare draft annual budget for the CMU program in cooperation with CMU management and accountants; and
- As necessary, coordinate with CMU and its financial advisors with regard to matters that may impact CMU's financial standing, debt levels, electric rates, annual budget, resource planning and other key concerns.

Invoice Validation Services

Provider will provide invoice validation services for all invoices submitted by CMU's counterparties, including invoices relating to all existing and future agreements and contracts for the term of the Agreement for all required power resources to meet regulatory compliance and serve customer loads. The categories of invoices include product components of energy, resource adequacy, and renewable energy attributes that comply with California's Renewable Portfolio Standard, collectively as Products.

Summary of Tasks – Invoice Validation Services

- Upon execution of Products' contracts and agreements and the delivery of such products, invoices will be submitted to Provider by CMU's counterparties.
- Upon receipt of the invoices, Provider will review and validate the submitted invoices against the respective contracts and agreements.
- Should there be discrepancies, incomplete submissions, lack of justifications, and/or clarifications required, Provider will deliberate with CMU's counterparties to ensure invoices are fully validated.
- Once Provider validates the Products' invoices, Provider will approve and forward the invoices to CMU for timely final approval and processing.

Provider will observe the terms of the Products' contracts and agreements to ensure the invoice validation process are completed timely to provide CMU ample time to finalize payments.

Credit Support/Performance Guaranty

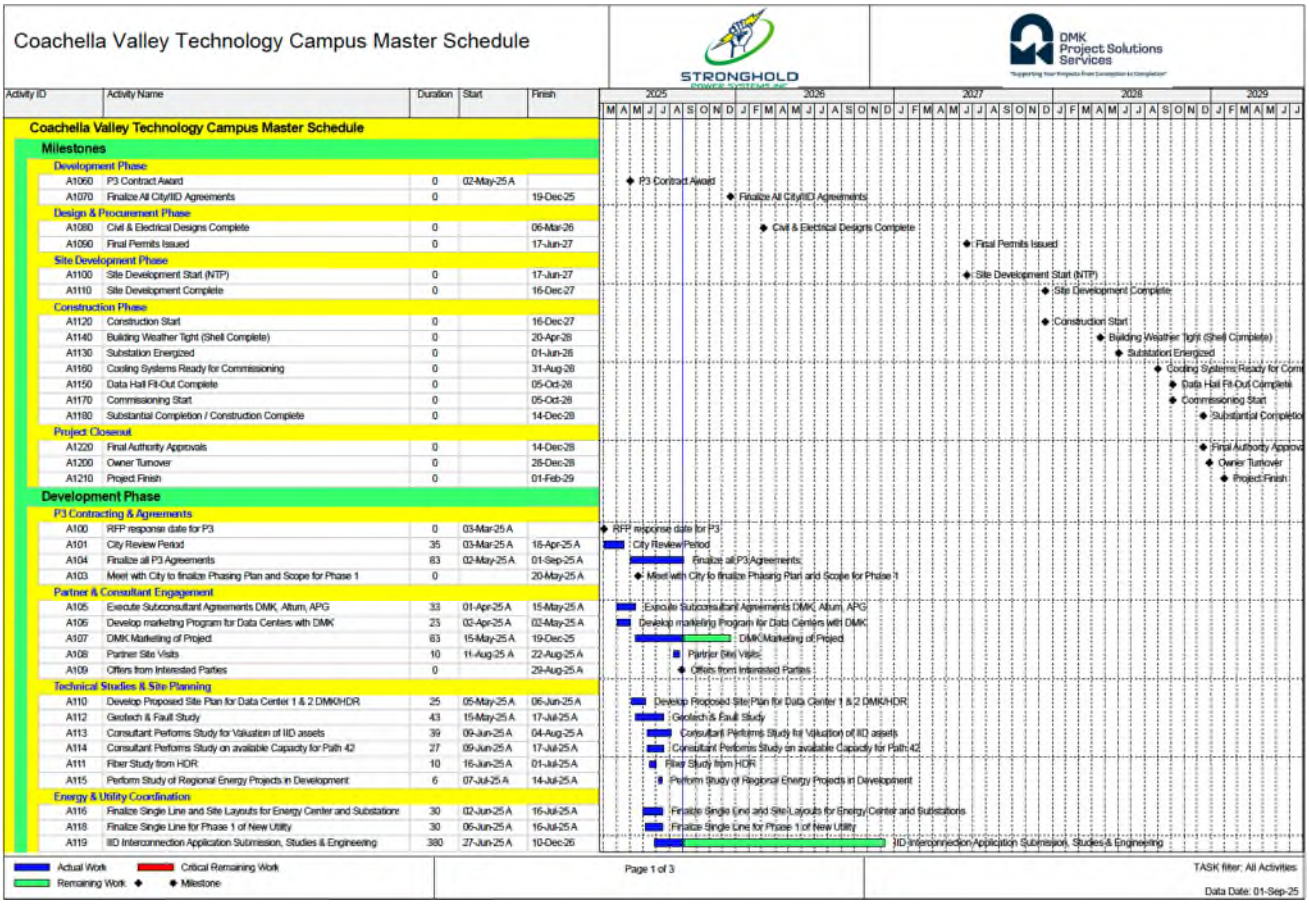
It is intended that Provider will assume all payment risk associated with the procurement of energy to meet load within the NMU.

Provider will work with the CMU to create credit support mechanisms for the procurement of energy and regulatory products, including without limitation, a lockbox for energy provider payments, letters of credit and cash collateral.

To the extent required by counterparties, Provider will act as a guarantor for the obligations of the CMU pursuant to all power purchase agreements and will provide as necessary, letters of credit or cash collateral deposits.

EXHIBIT "E"

DEVELOPMENT SCHEDULE



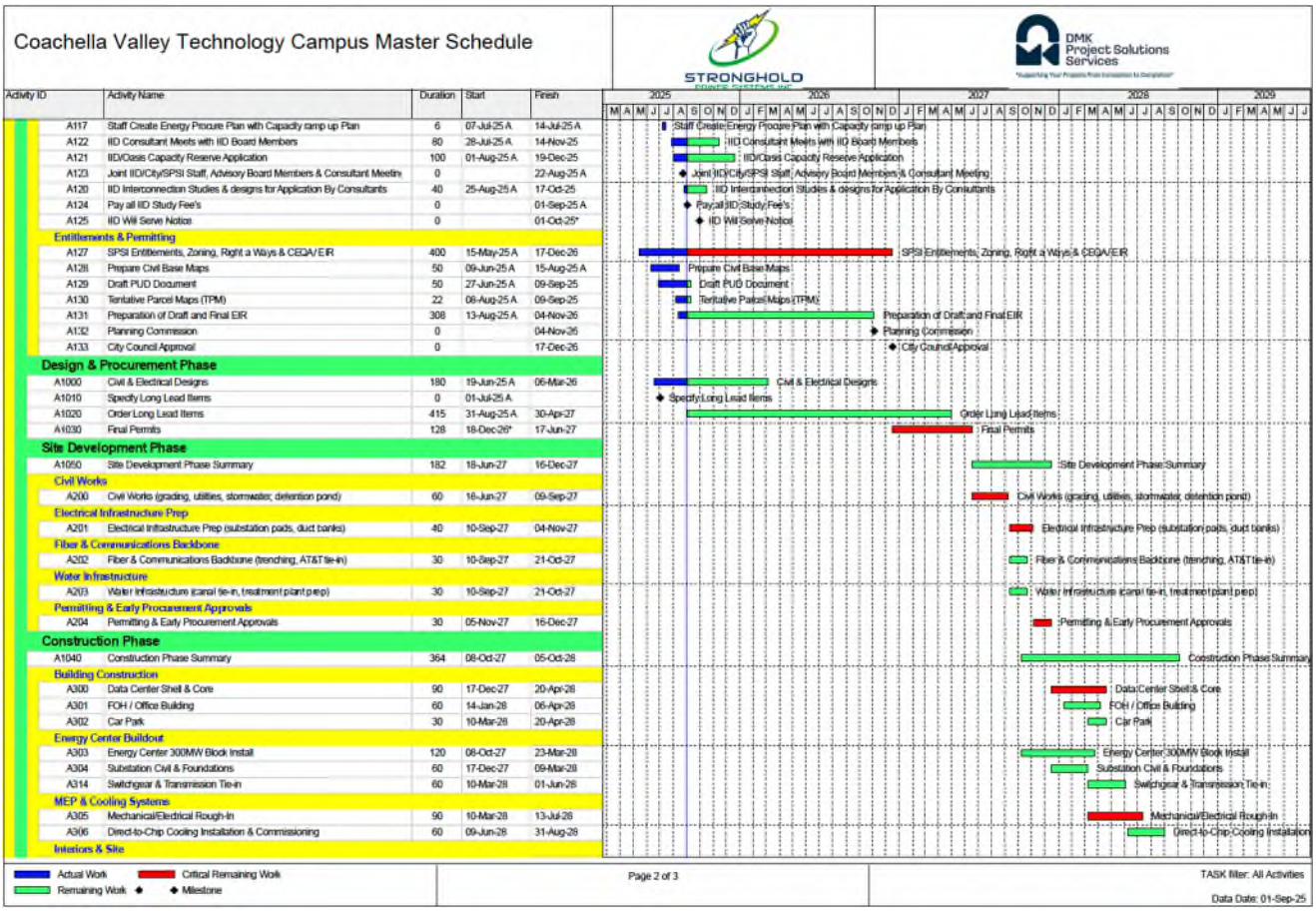

Coachella Valley Technology Campus Master Schedule
STRONGHOLD
DMK Project Solutions Services
Activity ID
Activity Name
Duration
Start
Finish
2025
2026
2027
2028
2029
A117 Staff Create Energy Procure Plan with Capacity ramp up Plan 6 07-Jul-25 A 14-Jul-25 A
A122 IID Consultant Meets with IID Board Members 80 28-Jul-25 A 14-Nov-25
A121 IID/Oasis Capacity Reserve Application 100 01-Aug-25 A 19-Dec-25
A123 Joint IID/City/SPSI Staff, Advisory Board Members & Consultant Meetin 0 22-Aug-25 A
A120 IID Interconnection Studies & designs for Application By Consultants 40 25-Aug-25 A 17-Oct-25
A124 Pay all IID Study Fee's 0 01-Sep-25 A
A125 IID Will Serve Notice 0 01-Oct-25*
Entitlements & Permitting
A127 SPSI Entitlements, Zoning, Right a Ways & CEQA/EIR 400 15-May-25 A 17-Dec-26
A128 Prepare Civil Base Maps 50 09-Jun-25 A 15-Aug-25 A
A129 Draft PUD Document 50 27-Jun-25 A 09-Sep-25
A130 Tentative Parcel Maps (TPM) 22 08-Aug-25 A 09-Sep-25
A131 Preparation of Draft and Final EIR 308 13-Aug-25 A 04-Nov-26
A132 Planning Commission 0 04-Nov-26
A133 City Council Approval 0 17-Dec-26
Design & Procurement Phase
A1000 Civil & Electrical Designs 180 19-Jun-25 A 06-Mar-26
A1010 Specify Long Lead Items 0 01-Jul-25 A
A1020 Order Long Lead Items 415 31-Aug-25 A 30-Apr-27
A1030 Final Permits 128 18-Dec-26* 17-Jun-27
Site Development Phase
A1050 Site Development Phase Summary 182 18-Jun-27 16-Dec-27
Civil Works
A200 Civil Works (grading, utilities, stormwater, detention pond) 60 16-Jun-27 09-Sep-27
Electrical Infrastructure Prep
A201 Electrical Infrastructure Prep (substation pads, duct banks) 40 10-Sep-27 04-Nov-27
Fiber & Communications Backbone
A202 Fiber & Communications Backbone (trenching, AT&T tie-in) 30 10-Sep-27 21-Oct-27
Water Infrastructure
A203 Water Infrastructure (canal tie-in, treatment plant prep) 30 10-Sep-27 21-Oct-27
Permitting & Early Procurement Approvals
A204 Permitting & Early Procurement Approvals 30 05-Nov-27 16-Dec-27
Construction Phase
A1040 Construction Phase Summary 364 08-Oct-27 05-Oct-28
Building Construction
A300 Data Center Shell & Core 90 17-Dec-27 20-Apr-28
A301 FOH / Office Building 60 14-Jan-28 06-Apr-28
A302 Car Park 30 10-Mar-28 20-Apr-28
Energy Center Buildout
A303 Energy Center 300MW Block Install 120 08-Oct-27 23-Mar-28
A304 Substation Civil & Foundations 60 17-Dec-27 09-Mar-28
A314 Switchgear & Transmission Tie-in 60 10-Mar-28 01-Jun-28
MEP & Cooling Systems
A305 Mechanical/Electrical Rough-In 90 10-Mar-28 13-Jul-28
A306 Direct-to-Chip Cooling Installation & Commissioning 60 09-Jun-28 31-Aug-28
Interiors & Site
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Page 2 of 3
TASK filter: All Activities
Data Date: 01-Sep-25

Exhibit "E"

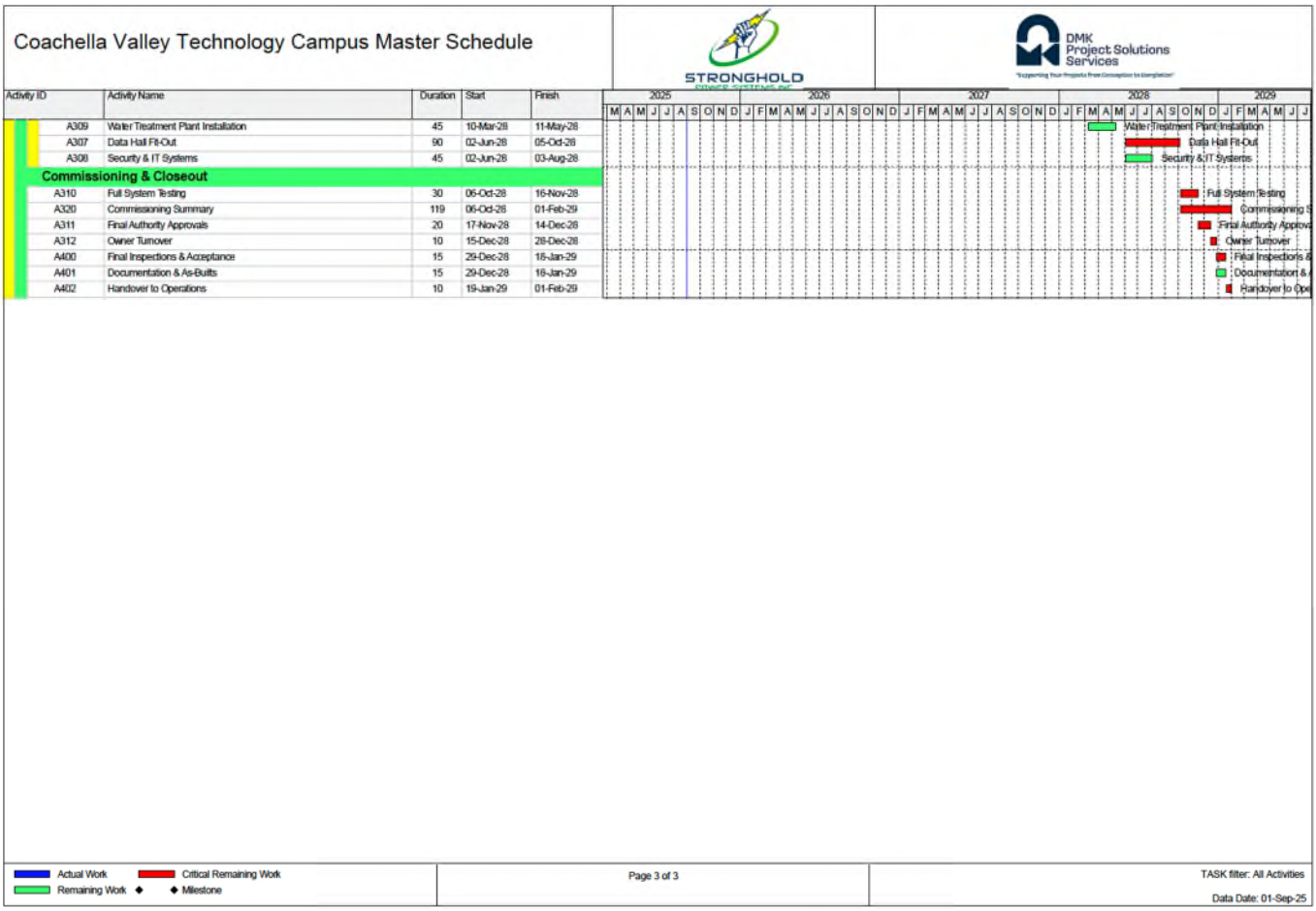

Coachella Valley Technology Campus Master Schedule
STRONGHOLD
DMK Project Solutions Services
Activity ID
Activity Name
Duration
Start
Finish
2025
2026
2027
2028
2029
A309 Water Treatment Plant Installation 45 10-Mar-28 11-May-28
A307 Data Hall Fit-Out 90 02-Jun-28 05-Oct-28
A308 Security & IT Systems 45 02-Jun-28 03-Aug-28
Commissioning & Closeout
A310 Full System Testing 30 06-Oct-28 16-Nov-28
A320 Commissioning Summary 119 06-Oct-28 01-Feb-29
A311 Final Authority Approvals 20 17-Nov-28 14-Dec-28
A312 Owner Turnover 10 15-Dec-28 28-Dec-28
A400 Final Inspections & Acceptance 15 29-Dec-28 18-Jan-29
A401 Documentation & As-Builts 15 29-Dec-28 18-Jan-29
A402 Handover to Operations 10 19-Jan-29 01-Feb-29
Water Treatment Plant Installation
Data Hall Fit-Out
Security & IT Systems
Full System Testing
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Page 3 of 3
TASK filter: All Activities
Data Date: 01-Sep-25

EXHIBIT "F"

MAP OF TECHNOLOGY CAMPUS AND CAMPUS EXPANSION

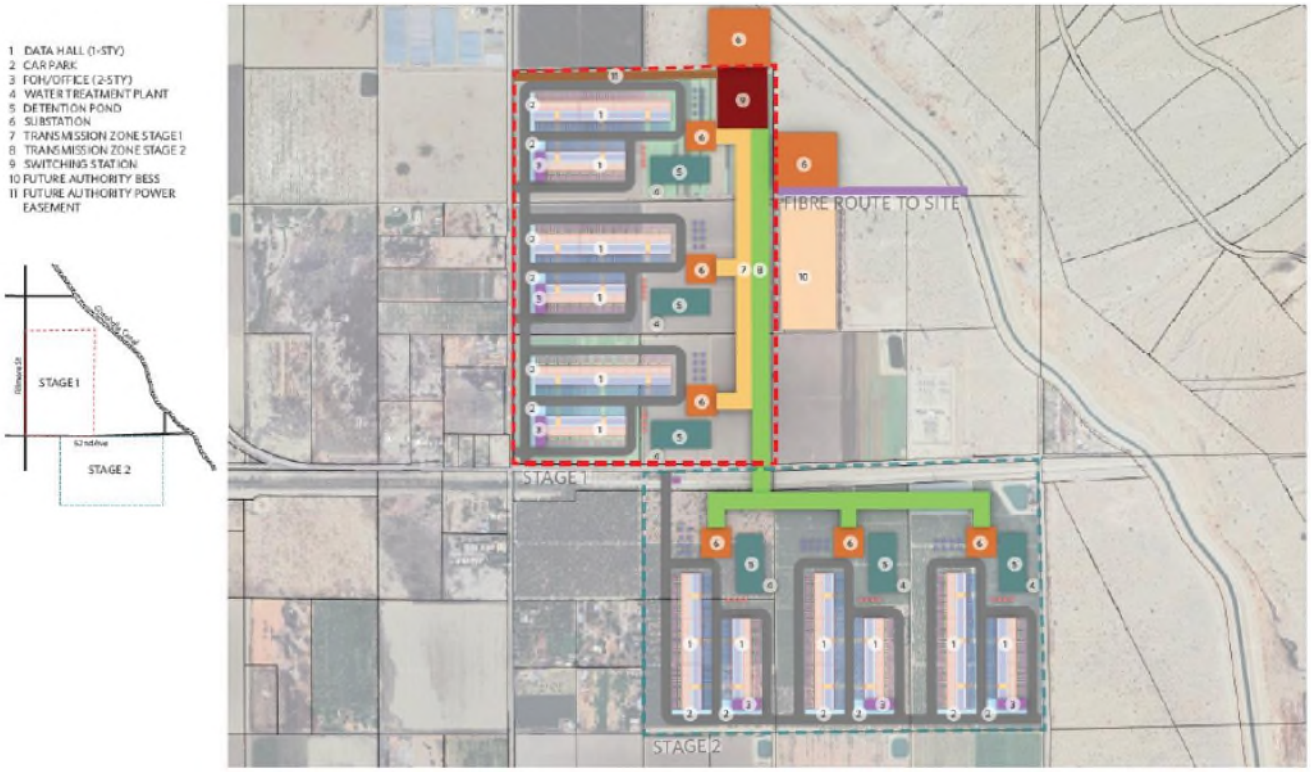


EXHIBIT "G"

RATE ASSUMPTIONS FOR NMU

1. CMU rates will be competitive with IID rates for large commercial customers such as the Technology Campus

2. CMU rates will be consistent with the discussions with initial data center customers within the Technology Campus.

3. CMU rates will be sufficient to cover:

   (i) a retention payment to the CMU equivalent to Eight Percent (8% of gross revenues, subject to reduction in the sole discretion of the City;

   (ii) all anticipated costs and expenses of the CMU for each fiscal year as well as appropriate reserves;

   (iii) all debt service for the Project Infrastructure; and

   (iv) a reasonable return on investment and operating profit of Provider.

EXHIBIT "H"

SERVICE FEE

Provider will provide the Project Infrastructure and all Project Services, O&M Services and Energy Services on the basis of a single turn-key provider fee equal to the revenue of the CMU for providing service within the NMU that is remaining each month after all costs and expenses of the CMU have been paid and the rate retention of the CMU has been retained. Provider acknowledges and agrees that the Service Fee is at-risk subject to the terms and conditions of this Agreement and the City does not guaranty any percentage of return or profit to Provider.

All debt service and repayment for financing obtained by Provider will be paid from its Service Fee.

The Service Fee will be payable in accordance with Section 7.3.

EXHIBIT "I"

LSE REQUIREMENTS

[to be inserted]

EXHIBIT "J"

INSURANCE REQUIREMENTS

See Attached

MINIMUM INSURANCE REQUIREMENTS
DEVELOPMENT & DESIGN PHASE

I. COVERAGE

Before the commencement of any significant design services, Provider shall procure and maintain Professional Liability (Errors & Omissions) insurance covering negligent acts, errors, and omissions arising out of Professional Services performed in connection with this Agreement, including design, engineering, planning, studies, modeling, and technical specifications, with a minimum required limit of $2,000,000 Per Claim and Aggregate.

When Provider retains a licensed architect, engineer or designer or any other Design Consultants (collectively "Consultants") such Consultants and their Subconsultants shall be required to maintain Professional Liability coverage in an amount not less than $5,000,000 Per Claim and Aggregate. This represents the minimum limit required and shall not be construed as confirmation that such limits are adequate to cover the risk.

All required Professional Liability coverage shall be maintained in full force and effect during the performance of the Professional Services and for a period of not less than four (4) years following the completion of such Professional Services, or two (2) years following Substantial Completion of the Project, whichever period is longer. The retroactive date of the Professional Liability policy must predate the beginning of any services provided under the contract and shall not be advanced during the period of time coverage is required to be maintained. Notwithstanding any provision to the contrary, Provider's maximum liability arising out of or related to Professional Services performed in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the available proceeds of insurance, excluding liability arising from gross negligence, willful misconduct, or fraud. Consequential, incidental, or indirect damages are excluded to the maximum extent permitted by law.

II. OPTION TO USE ALTERNATIVE INSURANCE PROGRAMS

Provider may, in lieu of the insurance policies otherwise required above, satisfy such requirements through the use of a project-specific insurance program, a master project insurance program, or any other consolidated or alternative insurance arrangement (collectively, an "Alternative Insurance Program"), provided that the coverage afforded by such Alternative Insurance Program is substantially equivalent to, or more comprehensive than, the coverage required under this Agreement.

To the extent an Alternative Insurance Program is used, Provider may require its Consultants and Subconsultants to participate in such program, which shall satisfy their corresponding insurance obligations under this Agreement. The City shall not require Consultants or Subconsultants to procure separate or duplicative insurance unless commercially necessary due to a material coverage gap.

MINIMUM INSURANCE REQUIREMENTS
CONSTRUCTION PHASE

Provider shall procure and maintain insurance of the types specified below, and shall cause each of its Contractors, Subcontractors and Consultants of every tier (collectively "Contractors") to procure and maintain the same. All coverage shall be placed with insurance companies licensed to do business in the state where the project is located with a minimum A.M. Best rating of A- VIII. A specific exception to this requirement will be the State Compensation Insurance Fund of California.

Unless otherwise approved in writing by the City of Coachella ("City"), these insurance obligations shall remain in effect from commencement of any Work until Final Acceptance and through any applicable warranty or maintenance period specified in the Agreement.

I. COVERAGE

1. Commercial General Liability (CGL) Insurance

Provider shall maintain Commercial General Liability (CGL) insurance with a limit of not less than $2,000,000 Per Occurrence and $4,000,000 Aggregate. If such CGL insurance contains a General Aggregate Limit, it shall apply separately to this project as evidenced by ISO Endorsement CG 25 03 or equivalent.

CGL insurance shall be written on the current version of the ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If the CGL policy does not contain standard ISO separation of insureds condition or substantially similar clause, there shall be an endorsement providing cross liability.

If the Scope of Work includes work within 50 feet of any railroad, the CGL policy shall be endorsed to delete the Contractual Liability exclusion for work performed within 50 feet of a railroad.

The City shall be included as an additional insured under the CGL using ISO additional insured endorsements CG 20 10 10/01 (ongoing) and CG 20 37 10/01 (completed operations) or their equivalents, to the extent commercially available. Coverage shall be primary to, and will not seek contribution from, any other insurance or self-insurance programs afforded to the City. Coverage shall be maintained in effect for a period of ten (10) years following completion.

2. Commercial Auto

Provider shall maintain Commercial Auto insurance for all owned, hired, and non-owned vehicles with limits of not less than $1,000,000 Each Accident.

Coverage shall be written on the current version of ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. The City shall be included as an additional insured, on a primary and non-contributory basis.

3. Workers Compensation and Employers Liability Insurance

Provider shall maintain Workers Compensation and Employers Liability insurance as required by statute. Employers Liability limits shall not be less than $1,000,000 Each Accident, $1,000,000 Each Employee by Disease, and $1,000,000 Policy Limit by Disease.

4. Umbrella/Excess Liability
Provider shall maintain Umbrella/Excess Liability coverage with a minimum limit of $25,000,000 Each Occurrence and $25,000,000 Aggregate. Such policy shall provide coverage over and above the CGL, Auto Liability, and Employers Liability required herein and shall be at least as broad as the underlying coverages. The Excess policy (or policies) shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

This insurance will name the City as additional insured for ongoing and completed operations on a primary and non-contributory basis.

5. Professional Liability (Errors and Omissions)
Provider shall maintain Professional Liability insurance covering negligent acts, errors, and omissions arising out of Professional Services in an amount not less than $10,000,000 Per Claim and Aggregate.

If Provider or Contractors, retain a licensed architect, engineer or designer ("Design Professional") such Design Professional shall be required to maintain Professional Liability coverage in an amount not less than $5,000,000 Per Claim and Aggregate. This represents the minimum limit required and shall not be construed as confirmation that such limits are adequate to cover the risk.

All required Professional Liability coverage shall be maintained in force throughout the life of the project and for a period of four (4) years following substantial completion of the project. The retroactive date of the Professional Liability policy must predate the beginning of any services provided under the contract and shall not be advanced during the period of time coverage is required to be maintained.

6. Pollution Liability
Provider shall maintain Pollution Liability in an amount not less than $10,000,000 Per Occurrence and $10,000,000 Aggregate.

If any Contractor, Subcontractor or supplier, regardless of tier, perform remediation of hazardous material, or if their operations create an exposure to hazardous materials as those terms are defined in federal, state, or local law, such parties shall maintain in force for the full period of this contract insurance covering losses caused by pollution incidents arising from the operations of such parties. This insurance shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $5,000,000 Per Occurrence and $5,000,000 Aggregate

The City shall be included as an additional insured, on a primary and non-contributory basis.

If any Contractor, Subcontractor or supplier, regardless of tier, haul hazardous material (including without limitation, waste) their Commercial Auto policy must include MCS 90 and ISO endorsement CA 99 48 or equivalent coverage.

8. Riggers Liability
If Contractors work involves the moving, lifting, lowering, rigging or hoisting of property or equipment, such Contractor (or Contractors) shall carry Rigger's Liability Insurance to insure against physical loss or damage to first party or third party property or equipment and third party bodily injury with a minimum limit of $10,000,000.

7. Builders Risk (All-Risk)

Provider shall procure and maintain Builders Risk insurance on an "all-risks" completed value or equivalent policy form with a limit sufficient to cover the total value of the entire Project on a replacement cost basis including all materials, equipment, machinery, fixtures, and supplies intended for incorporation into the Utility. The limit shall be no less than the initial contract value, plus the value of any subsequent modifications. Coverage shall include property in transit, and to the extent commercially available and affordable, Equipment Breakdown, Testing, Delay In Start Up, Earthquake and Flood. The City, Provider, Contractor, and all Subcontractors of every tier shall be included as Additional Named Insureds (or Additional Insureds) on the policy.

The requirement to maintain Builders Risk shall remain in full force at all times during the duration of project without any gaps, delays or breaks in coverage, until the Completion and Acceptance of the Work.

The City and Provider waive all rights against each other and any of their Contractors, Subcontractors, agents, and employees, each of the other, for damages caused by fire, or other causes of loss, to the extent those losses are covered by the Builders Risk required by this agreement or other Property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The City and Provider, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Exhibit shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. If during the Project construction period the City insures properties, real or personal or both, at or adjacent to the site, the City waives all rights in accordance with the terms of this Exhibit for damages caused by fire or other causes of loss covered by said separate Property insurance or any Self-Insurance Program.

II. ADDITIONAL PROVISIONS AND CONDITIONS

1. Waiver of Subrogation

Provider waives all rights against the City, its agents, and employees for recovery of damages to the extent these damages are covered by insurance (whether or not such insurance is required by this agreement) including but not limited to Commercial General Liability, Commercial Auto, Workers Compensation, and Pollution Liability. This waiver or subrogation shall not apply to the extent such damages arise out of any acts, omissions, negligence or willful misconduct of the City.

2. Cancellation of Insurance

If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium, Provider's insurer or insurer's representative will provide 30 days notice of such cancellation or nonrenewal.

3. Evidence of Insurance

Prior to commencement of the work, Provider shall furnish the City with a Certificate of Insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. Copies of all required endorsements shall be submitted with the Certificate of Insurance. If requested by the City, Provider shall furnish copies of policies for each coverage required.

4. Failure to Maintain Insurance

Failure to maintain the required insurance may result in termination of this contract at the City's option.

5. Lower Tier Insurance

With the exception of Builders Risk, Provider shall require all Contractors to maintain insurance consistent with these requirements and shall be responsible for ensuring compliance.

6. Continuation of Coverage
All policies, coverages, and limits required by this agreement shall be maintained for a period of at least four (4) years following completion of the project unless specified elsewhere in this Exhibit.

7. No Representation of Coverage Adequacy
This Exhibit K shall not be construed as a representation or guarantee that such coverage and limits are adequate to protect the City, Provider, or any other party to the project, nor shall such coverage and limits be deemed as a limitation of liability.

III. BOND AND FINANCIAL SECURITY REQUIREMENTS

Provider may be required to maintain security requirements that may be satisfied with insurance or surety bonds. Provider may also require surety bonds securing the Provider's obligations by subcontractors, vendors and suppliers.

IV. CHANGES

The Parties acknowledge that insurance markets, statutory requirements, utility standards, and project risk profiles may change over time. The Insurance Requirements applicable to the Construction Phase are therefore subject to adjustment in accordance with this Section. No Party shall be required to procure or maintain insurance coverage beyond what is commercially reasonable, available, and customary for comparable public-private utility projects.

Accordingly, the Parties shall, in good faith, review the Insurance Requirements for the Construction Phase set forth in this Exhibit and may amend such requirements upon mutual written agreement. Any amendment shall be reasonably and proportionately based upon: (a) a material change in the scope or nature of the Work, (b) a change in applicable law, regulation, code, or binding industry standard, (c) a change in the commercial availability, terms, or pricing of the relevant insurance coverage, or (d) prevailing prudent practices within the utility, construction, or renewable-energy space.

The City shall have no unilateral right to increase the required limits or impose new insurance obligations on the Provider or its Contractors, except as expressly allowed in this Section.

If any required coverage becomes commercially unavailable, the Parties shall work in good faith to agree on a commercially reasonable substitute.

V. OPTION TO USE ALTERNATIVE INSURANCE PROGRAMS

Provider may, in lieu of one or more of the insurance policies otherwise required under this Agreement, satisfy such requirements through the use of an Owner-Controlled Insurance Program ("OCIP"), a Contractor-Controlled Insurance Program ("CCIP"), a project-specific insurance program, a master project insurance program, or any other consolidated or alternative insurance arrangement (collectively, an "Alternative Insurance Program"), provided that the coverage afforded by such Alternative Insurance Program is substantially equivalent to, or more comprehensive than, the coverage required under this Agreement, as determined by City in its reasonable discretion.

To the extent an Alternative Insurance Program is used, Provider may require its Contractors and Subcontractors of every tier to participate in such program, which shall satisfy their corresponding

insurance obligations under this Agreement. The City shall not require Contractors or Subcontractors to procure separate or duplicative insurance unless commercially necessary due to a material coverage gap.

MINIMUM INSURANCE REQUIREMENTS
OPERATION, MAINTENANCE AND SERVICE PHASE

Provider shall procure and maintain insurance of the types specified below, and shall cause each of its Subcontractors and Subconsultants of every tier (collectively "Subcontractors") to procure and maintain the same. All coverage shall be placed with insurance companies licensed to do business in the state where the project is located with a minimum A.M. Best rating of A- VIII. A specific exception to this requirement will be the State Compensation Insurance Fund of California.

The insurance required herein shall remain in effect for the full term of the O&M Agreement, including any renewal terms, warranty periods, or transition periods required for turnover.

I. COVERAGE

1. Commercial General Liability (CGL) Insurance

Provider shall maintain Commercial General Liability (CGL) insurance with a limit of not less than $2,000,000 Per Occurrence and $4,000,000 Aggregate.

CGL insurance shall be written on the current version of the ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If the CGL policy does not contain standard ISO separation of insureds condition or substantially similar clause, there shall be an endorsement providing cross liability.

If the Scope of Services includes any work within 50 feet of any railroad, the CGL policy shall be endorsed to delete the Contractual Liability exclusion for work performed within 50 feet of a railroad.

The City of Coachella ("City") shall be included as an additional insured under the CGL using ISO additional insured endorsements CG 20 10 10/01 (ongoing) and CG 20 37 10/01 (completed operations) or their equivalents, to the extent commercially available. Coverage shall be primary to, and will not seek contribution from, any other insurance or self-insurance programs afforded to the City.

2. Commercial Auto

Provider shall maintain Commercial Auto insurance for all owned, hired, and non-owned vehicles with limits of not less than $1,000,000 Each Accident.

Coverage shall be written on the current version of ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. The City shall be included as an additional insured.

3. Workers Compensation and Employers Liability Insurance

Provider shall maintain Workers Compensation and Employers Liability insurance as required by statute. Employers Liability limits shall not be less than $1,000,000 Each Accident, $1,000,000 Each Employee by Disease, and $1,000,000 Policy Limit by Disease.

4. Umbrella/Excess Liability

Provider shall maintain Umbrella/Excess Liability coverage with a minimum limit of $25,000,000 Each Occurrence and $25,000,000 Aggregate. Such policy shall provide coverage over and above the CGL, Auto Liability, and Employers Liability required herein and shall be at least as broad as the underlying

coverages. The Excess policy (or policies) shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

This insurance will name the City as additional insured for ongoing and completed operations on a primary and non-contributory basis.

5. Professional Liability (Errors and Omissions)
If Provider provide engineering, design, supervision of interconnection systems, technical performance modeling, or similar Professional or Technical Services, Provider shall maintain Professional Liability insurance covering negligent acts, errors, and omissions arising out of such Professional Services in an amount not less than $10,000,000 Per Claim and Aggregate.

If Provider retain Subcontractors to provide Professional Services, Subcontractors shall be required to maintain Professional Liability coverage in an amount not less than $5,000,000 Per Claim and Aggregate. This represents the minimum limit required and shall not be construed as confirmation that such limits are adequate to cover the risk.

All required Professional Liability coverage shall be maintained in force throughout the life of the contract and for a period of four (4) years following completion of services. The retroactive date of the Professional Liability policy must predate the beginning of any services provided under the contract and shall not be advanced during the period of time coverage is required to be maintained.

6. Pollution Liability
Provider shall maintain Pollution Liability in an amount not less than $10,000,000 Per Occurrence and $10,000,000 Aggregate.

If any Subcontractors retained by Provider perform remediation of hazardous material, or if their operations create an exposure to hazardous materials as those terms are defined in federal, state, or local law (including but not limited to battery storage chemicals, herbicides, and transformer oils) such parties shall maintain in force for the full period of this contract insurance covering losses caused by pollution incidents arising from the operations of such parties. This insurance shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $5,000,000 Per Occurrence and $5,000,000 Aggregate.

The City shall be included as an additional insured, on a primary and non-contributory basis.
If Provider or Subcontractors, regardless of tier, haul hazardous material (including without limitation, waste) their Commercial Auto policy must include MCS 90 and ISO endorsement CA 99 48 or equivalent coverage.

7. Cyber Liability
Provider shall maintain Cyber Liability covering losses and claims arising from or related to unauthorized access to, or use of, Project data, SCADA systems, communications networks, monitoring platforms, or other IT systems; Data Breach; Network Security Failures; Cyber Extortion; and Business Interruption or Extra Expense resulting from a Cyber Incident. Coverage shall include third-party liability, regulatory actions, incident response costs, forensic investigation, data restoration, system restoration, and breach notification expenses. The limits maintained shall be no less than $5,000,000 Per Claim and Aggregate.

8. Property Insurance (All-Risk)

Beginning on the Utility Operations Date and continuing for the duration of the Operating Term, as defined in the agreement, the Provider shall procure and maintain Property Insurance covering all related infrastructure, equipment, facilities, and improvements owned by the CMU in connection with the NMU. Coverage shall be written on an "all-risk" basis including coverage for physical loss or damage caused by Windstorm, Hail, Flood, Earthquake, Collapse, Theft, Vandalism, and Equipment Breakdown (including electrical arcing, mechanical breakdown, and transformer failure), to the extent commercially available and affordable. Pursuant to Section 9 of the Agreement, the City will be responsible to provide wildfire coverage for the assets of the CMU. In addition, Property Insurance shall include: Business Interruption, Electrical Generation Interruption, and/or Loss of Income in amounts sufficient to cover loss of revenue, operating margin, and fixed expenses during the period of restoration; Extra Expense coverage to minimize interruption or expedited repair costs; coverage for Renewable Energy Equipment (as applicable) including but not limited to photovoltaic modules, trackers, inverters, transformers, communications equipment, SCADA systems, battery-energy storage components, and interconnection facilities owned by the Operating Entity; and Utility Service Interruption coverage to the extent commercially available and affordable.

Property Insurance shall be maintained for the full replacement cost. Unless otherwise agreed, replacement cost valuation shall be based on: the current replacement cost of solar generating equipment and balance of plant (i.e. non-panel infrastructure) at the time of loss, and the full replacement cost of batteries or other energy storage equipment (if applicable).

The City shall be named as a Loss Payee, but only to the extent of their insurable interest in the Property. If required by Loan or Finance Agreement, Lender shall be included as Loss Payee or Mortgagee pursuant to such agreement.

9. Equipment
Provider and Subcontractors are responsible for insuring their own tools, vehicles, drones, test equipment, SCADA laptops, and personal property. The City is not responsible for such equipment or property.

II. ADDITIONAL PROVISIONS AND CONDITIONS

1. Waiver of Subrogation
Nothing in this Section shall modify or expand the scope of indemnity, except to allocate responsibility between the Parties and their insurers consistent with the risk allocation set forth in this Agreement.

2. Cancellation of Insurance
If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Provider' insurer or insurer's representative will provide 30 days notice of such cancellation or nonrenewal.

3. Evidence of Insurance
Prior to commencement of services, Provider shall furnish the City with a Certificate of Insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. Copies of all required endorsements shall be submitted with the Certificate of Insurance. If requested by the City, Provider shall furnish copies of policies for each coverage required.

4. Failure to Maintain Insurance
Failure to maintain the required insurance may result in termination of this contract at the City's option.

5. Lower Tier Insurance

With the exception of Property Insurance, Provider shall require all Subcontractors to maintain insurance consistent with these requirements and shall be responsible for ensuring compliance.

6. Continuation of Coverage
All policies, coverages, and limits required by this agreement shall be maintained for a period of at least four (4) years following completion of services unless specified elsewhere in this Exhibit.

7. No Representation of Coverage Adequacy
Exhibit K shall not be construed as a representation or guarantee that such coverage and limits are adequate to protect the City, Provider, or any other party providing services in accordance with this Agreement, nor shall the requirement of such coverage and limits be deemed as a limitation of liability.

III. BOND AND FINANCIAL SECURITY REQUIREMENTS

The Provider may be required to maintain security requirements that may be satisfied with insurance or surety bonds. The Provider may also require surety bonds securing the Provider' obligations by subcontractors, vendors and suppliers.

IV. CHANGES

The Parties acknowledge that insurance markets, statutory requirements, utility standards, and project risk profiles may change over time. The requirements applicable to the Operational Phase are therefore subject to adjustment in accordance with this Section. No Party shall be required to procure or maintain insurance coverage, bonds, or financial instruments beyond what is commercially reasonable, available, and customary for comparable public-private utility projects.

Accordingly, the Parties shall, in good faith, review the requirements for the Operational Phase set forth in this Exhibit K and may amend such requirements upon mutual written agreement. Any amendment shall be reasonably and proportionately based upon: (a) a material change in the scope or nature of the Work, (b) a change in applicable law, regulation, code, or binding industry standard, (c) a change in the commercial availability, terms, or pricing of the relevant insurance coverage, or (d) prevailing prudent practices within the utility, construction, or renewable-energy space.

The City shall have no unilateral right to increase the required limits or impose new obligations on the Provider or its Subcontractors, except as expressly allowed in this Section.

If any required coverage becomes commercially unavailable, the Parties shall work in good faith to agree on a commercially reasonable substitute.

V. OPTION TO USE ALTERNATIVE INSURANCE PROGRAMS

Provider may, in lieu of one or more of the insurance policies otherwise required under this Agreement, satisfy such requirements through the use of a project-specific insurance program, a master project insurance program, or any other consolidated or alternative insurance arrangement (collectively, an "Alternative Insurance Program"), provided that the coverage afforded by such Alternative Insurance Program is substantially equivalent to, or more comprehensive than, the coverage required under this Agreement, as determined by City in its reasonable discretion.

REIMBURSEMENT AGREEMENT

Between

CITY OF COACHELLA
a California municipal corporation

and

Paul Pavao, Applicant

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement ("Agreement") is made this 25TH day of August 2021, by and between the City of Coachella, a California municipal corporation (the "City"), and Paul Pavao (the "Applicant").

RECITALS

This Agreement is made with respect to the following facts.

A. The Applicant is the owner of that certain real property ("Property") located within the City of Indio (proposed for annexation into the City of Coachella), County of Riverside, California. The Property is more particularly described in the legal description attached hereto as Exhibit "A".

B. The Applicant is contemplating the development of the Property as an owner-initiated Annexation of 38.68 acres of vacant land currently in the City of Indio to the City of Coachella, in order to subdivide the land into 25 industrial lots ranging in size from .077 acres to 4.60 acres with all the off-site improvements. The Applicant will pursue applications for various pre-incorporation legislative and discretionary land use approvals for development of the Property including, without limitation, General Plan Amendment (IL/UEC), Pre-Annexation Zone Change (CG-PD/MSIP), Development Agreement, Conditional Use Permits, Tentative Subdivision Maps (Industrial Park Overlay Zone amendment and zoning map amendment for cannabis uses, Hotel, Work Force Development, Substation), Architectural Reviews, and the related Mitigated Negative Declaration with technical documents pursuant to the California Environmental Quality Act ("CEQA") as outlined as part of Pre-Application Review No. 17-06. All of the above shall be referred to collectively as the "Project."

C. To provide the City with the planning, environmental and legal services, and other expertise and information necessary to the City's review process concerning the development of the Property, it is necessary for the City to access the services of planning / environmental peer review consultant Ron Goldman, LAFCO Consultant Kathleen Rollings-McDonald, TKE Engineering traffic consultant, NRO Engineering land surveyor/plan checker, and City Attorney for the Project ("Consultants").

D. As a condition to the City's completion of the review process, the Applicant has agreed to reimburse the City for the Consultants' costs and expenses related to the City's review process in the manner and amounts set forth in this Agreement. The Applicant's reimbursement of City under this Agreement will ensure that the City has the necessary resources to diligently and efficiently process the Applicant's Project.

AGREEMENT

NOW, THEREFORE, in consideration of the following mutual promises and agreements, City and Applicant agree as follows:

1 Incorporation of Recitals. The parties agree that the Recitals constitute the factual basis upon which the City and the Applicant have entered into this Agreement. The City and the Applicant each acknowledge the accuracy of the Recitals and agree that the Recitals are incorporated into this Agreement as though fully set forth at length.

2. City to Retain Consultants. As a necessary and indispensable part of its fact finding process relating to the review and processing of the Applicant's proposed Project, the City shall retain the services of Consultants as set forth in Section 4 of this Agreement to provide advice as the City may deem necessary in its reasonable and sole discretion. The scope of work of each Consultant for the Project is attached hereto as Exhibit "B". The City reserves the right, in its reasonable and sole discretion, to amend the scope of work as it deems necessary and appropriate where such amendments are reasonably necessary and related to the City's proper review and consideration of the Applicant's Project.

The Applicant agrees that, notwithstanding the Applicant's reimbursement obligations under this Agreement, Consultants shall be the contractors exclusively of the City and not of the Applicant. Except for those disclosures required by law including, without limitation, the California Public Records Act, all conversations, notes, memoranda, correspondence and other forms of communication by and between the City and its Consultants shall be, to the extent permissible by law, privileged and confidential and not subject to disclosure to the Applicant. The Applicant agrees that it shall have no claim to, nor shall it assert any right in any reports, correspondence, plans, maps, drawings, news releases or any and all other documents or work product produced by the Consultants.

3. Applicant to Cooperate with Consultants. The Applicant agrees to cooperate in good faith with the Consultants. The Applicant agrees that it will instruct its agents, employees, consultants, contractors and attorneys to reasonably cooperate with the Consultants and to provide all necessary documents or information reasonably requested of them by the City and/or the Consultants; provided, however, that the foregoing shall not require the disclosure of any documents or information of the Applicant which by law is privileged, proprietary, confidential, and exempt from disclosure under the Public Records Act.

4. City's Selection of Consultants. The City intends to retain the following as Consultants pursuant to this Agreement:

(i) Planning / Environmental Peer Review Consultant

(ii) LAFCO Consultant – Kathleen Rollings-McDonald

(iii) Traffic Consultant – TKE Engineering

(iv) Land Surveyor/Plan Checker – NRO Engineering

(v) Legal Counsel – Best Best & Krieger LLP

5. Applicant's Reimbursement of Costs and Expenditures. The Applicant shall reimburse the City for one hundred percent (100%) only of the actual costs and expenditures incurred by the City for identified Consultant costs ("Costs".) The City has preliminarily reviewed the scope of work required and has estimated the Costs to be approximately Twelve Thousand Dollars ($12,000.00) for planning / environmental consultant work, Three Thousand Five Hundred Dollars ($3,500) for LAFCO Consultant services, Five Thousand Five Hundred Dollars ($5,500) for Traffic Consultant services, Three Thousand Five Hundred ($3,500) for Land Surveyor/Plan Checker services, in addition to legal counsel's fees based on attached scope and hourly fees ("Estimated Costs"). before the City enters into any contractual obligation with or retains the services of any identified consultants, the Applicant shall submit the initial deposit in the amount of Twenty-Two Thousand Two Hundred dollars ($22,200.00) to cover 50% of the planning/environmental consultant, LAFCO consultant, traffic consultant, land surveyor/plan checker costs, plus $10,000 as an initial deposit for legal counsel (summary invoices only) costs. The City shall provide copies of monthly invoices prepared by consultants and legal counsel, and the applicant shall make additional deposits when requested by the City with the deposit balance to remain consistent with the initial deposit amount or remaining consultant contract/agreement balances whichever is less to adequately cover the anticipated consultant costs. The City will only enter into contractual obligations under this section once the City of Indio has approved or given a clear indication of approval of the project related annexation. In the event that the services specified in this section are necessary to determine the City of Indio's intent regarding the annexation, the City will consult the applicant before entering into any agreements under this section.

City shall not exceed the Estimated Consultants Costs without Applicant's prior written approval. The City may incur aggregate Costs up to the Estimated Costs, subject to the reasonable approval of the Applicant. The City shall use reasonable good faith efforts to consult with the Applicant prior to amending the scope of services to be provided by the Consultants and incurring Costs that exceed the Estimated Costs ("Excess Costs"). The Applicant's obligation to reimburse the City for Excess Costs which exceed the Estimated Costs shall be contingent upon, the City's providing the Applicant with written notice of the amendment of the scope of work to be performed by Consultants and the estimated Excess Costs prior to the commencement of work. The City shall not incur Excess Costs without the prior written approval of the Applicant.

For purposes of this Section, the City shall be deemed to have consulted with the Applicant when the City has provided written notice to the Applicant that the City reasonably anticipates that it will incur, or has incurred, Excess Costs. If, after consultation, the Applicant disagrees with the City's incurring of Excess Costs, then the Applicant's sole and exclusive remedy will be to terminate this Agreement pursuant to Section 9 of this Agreement, subject to the Applicant's obligation to reimburse the City for all Costs incurred by the City prior to the date of termination, whether or not yet paid by the City to the Consultants.

6. Evidence of Payment of Consultant Costs Immediately following the City's disbursement of funds to Consultant pursuant to an approved Professional Services Agreement or similar retainer agreement with the Consultant(s), the City shall provide the Applicant with such

reasonable documentation as the Applicant may request to substantiate any demands for payment by Consultant(s).

7. Applicant understands and agrees that City reserves complete discretion and authority regarding the (a) outcome of the Project, (b) contents, scope, analysis and conclusions of the Consultant(s) and Consultant documents, including plans, staff reports, ordinances, resolutions, maps, conditions, mitigation measures, and environmental review documents and findings, (c) and City determinations and decisions on the Project Nothing in this Agreement shall in any way commit or obligate City to approve any particular development project application or to support the development of the project site or any part of it.

8. Term. The term of this Agreement shall commence on the date that this Agreement is approved by the City Council and the City of Indio's approval of the resolution to allow the deannexation of project from the City of Indio and annexation to the City of Coachella fully executed by the parties and shall terminate when all work required has been completed to the City's reasonable satisfaction and the Applicant has satisfied all of its obligations under this Agreement including, without limitation, the obligation to reimburse the City for Estimated Costs and Excess Costs, whether or not paid by the City to Consultant(s) prior to the date of termination. The Applicant's obligation to reimburse the City as provided in this Agreement shall survive the termination of this Agreement pursuant to Section 9.

9. Early Termination. The City may terminate this Agreement prior to the term set forth in Section 8 above, without cost or liability to the City, upon thirty (30) days prior written notice to the Applicant. The Applicant may in its reasonable and sole discretion terminate this Agreement prior to the end of the term set forth in Section 8 above upon thirty (30) days' prior written notice to the City; provided, however, that the Applicant has satisfied all of its obligations under this Agreement to the date of termination regarding reimbursement to the City of both Estimated Costs and Excess Costs and, furthermore, that the Applicant has given City written notice withdrawing its application(s) for the Project.

Within two (2) City working days following either the City's decision to terminate this Agreement or the City's receipt of written notice indicating the Applicant's decision to terminate this Agreement, the City shall notify the Consultant(s) and instruct them to cease work. Consultant(s) shall be instructed to bill the City for any work completed prior to the date of termination.

10. Assignability. This Agreement may not be assigned by either party without the prior and express written consent of the other party, which consent shall not be unreasonably withheld. In determining whether to approve a request by the Applicant to assign this Agreement, the City may consider, among other things, the proposed assignee's financial status and commitment to the Project. Any attempted assignment of this Agreement not in compliance with the terms of this Agreement shall be null and void and shall confer no rights or benefits upon the assignee.

11. No Oral Modifications. This Agreement represents the entire understanding of the City and the Applicant and supersedes all other prior or contemporaneous written or oral agreements pertaining to the subject matter of this Agreement. This Agreement may be modified, only by a writing signed by both the authorized representatives of both the City and the Applicant. All modifications to this Agreement must be approved by the City Council of the City of Coachella.

12. Binding Upon Successors. This Agreement and each of its terms shall be binding upon the City, the Applicant and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

13. Legal Challenges. Nothing herein shall be construed to require City to defend any third party claims and suits challenging any action taken by the City with regard to any procedural or substantive aspect of the City's approval of development of the Property, the environmental process, or the proposed uses of the Property. The Applicant may, however, in its sole and absolute discretion appear as real party in interest in any such third party action or proceeding, and in such event, it and the City shall defend such action or proceeding and the Applicant shall be responsible and reimburse the City for whatever legal fees and costs, in their entirety, including actual attorneys' fees, which may be incurred by the City in defense of such action or proceeding. This City shall have the absolute right to retain such legal counsel as the City deems necessary and appropriate and the Applicant shall reimburse the City for any and all attorneys' fees and costs incurred by the City as a result of such third party action or proceeding; provided, however, Applicant may, at any time, notify City in writing of its decision to terminate such reimbursement obligation and, thereafter, in the event that the City decides to continue the defense of such third party action or proceeding, Applicant shall have no further obligation to reimburse City for its attorney fees and costs.

14. Attorneys' Fees. In the event that any action or proceeding, including arbitration, is commenced by either the City or the Applicant against the other to establish the validity of this Agreement or to enforce any one or more of its terms, the prevailing party in any such action or proceeding shall be entitled to recover from the other, in addition to all other legal and equitable remedies available to it, its actual attorneys' fees and costs of litigation, including, without limitation, filing fees, service fees, deposition costs, arbitration costs and expert witness fees, including actual costs and attorneys' fees on appeal.

15. Jurisdiction and Venue. This Agreement is executed and is to be performed in the City of Coachella, Riverside County, California, and any action or proceeding brought relative to this Agreement shall be heard in the appropriate court in the County of Riverside, California. The City and the Applicant each consent to the personal jurisdiction of the court in any such action or proceeding.

16. Severability. If any term or provision of this Agreement is found to be invalid or unenforceable, the City and the Applicant both agree that they would have executed this Agreement notwithstanding the invalidity of such term or provision. The invalid term or provision may be severed from the Agreement and the remainder of the Agreement may be enforced in its entirety.

17. Headings. The headings of each Section of this Agreement are for the purposes of convenience only and shall not be construed to either expand or limit the express terms and language of each Section.

18. Representations of Authority. Each party signing this Agreement on behalf of a party which is not a natural person hereby represents and warrants to the other party that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

19. Notices. Notices required under this Agreement shall be sent to the following:

If to the City:
Development Services Director
City of Coachella
53-990 Enterprise Way
Coachella, CA 92236

If to the Applicant:
Paul Pavao
84-851 Avenue 48
Coachella, CA 92236

Notices given pursuant to this Agreement shall be deemed received as follows:

(1) If sent by United States Mail - five (5) calendar days after deposit into the United States Mail, first class postage prepaid.

(2) If by facsimile - upon transmission and actual receipt by the receiving party.

(3) If by express courier service or hand delivery - on the date of receipt by the receiving party.

The addresses for notices set forth in this Section 19 may be changed upon written notice of such change to either the City or the Applicant, as appropriate.

[SIGNATURES ON FOLLOWING PAGE

Dated: _____

CITY OF COACHELLA
a California municipal corporation

By: _____
Gabriel Martin, City Manager

ATTEST:

By: _____
Angela M. Zepeda, City Clerk

APPROVED AS TO FORM:

By: _____
Carlos Campos, City Attorney

Dated: _____

APPLICANT

By:

_____ _____
Name: Paul Pavao Title: Owner

Exhibit "A"

Legal Description of the Property

A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER (SE ¼ SE ¼) OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 8 EAST, IN THE CITY OF INDIO, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA .

ASSESSOR PARCEL NUMBER: 603-090-008

Exhibit "B"
Scope of Services

Best Best & Krieger LLP – Legal Counsel

Best Best & Krieger LLP ("BBK") proposes to provide legal review services to the City of Coachella to assist the City in reviewing and processing the application by Paul Pavao to annex territory into the City of Coachella and procure entitlements and a Development Agreement to develop a 38-acre industrial park on the Property with up to 25 lots and a variety of commercial and industrial buildings, roadways, and related infrastructure. All legal review services shall be billed at BBK's current standard private client rates, minus ten percent (10%).

The attorneys anticipated to provide legal review services are as follows:

Amanda Daams	$365/hour less 10 percent (10%)
Carlos Campos	$465/hour less 10 percent (10%)
Charity Schiller	$530/hour less 10 percent (10%)

Other attorneys may also be used, provided their billing rates are less than those identified above.

Exhibit "B-1"
Scope of Services

Contract Planner Services (Hourly Rate - $150/hr)

The Services to be provided include the following:

1. Assist City of Coachella staff in a lead project management capacity with review, processing, and formulation of recommendations for applications for Pre-Annexation Zoning, General Plan Amendment, subdivision maps, and other related land use entitlements for the "Emerald Park" commercial/industrial project, located at the northwest corner of Avenue 48 and Harrison Street in the City of Coachella, California.

2. Attendance at project meetings with the project proponents and City staff as needed. Attendance at Planning Commission and City Council public hearings, and other meetings as directed by the City Manager or designee.

3. Completion of written reports and inter-departmental communications, as needed, to carry out the tasks of "project manager" for the Project. This includes but is not limited to, preparation of written memorandums, staff reports, public notices, notice of city actions, City Council resolutions and ordinances, for completion by City staff.

4. Assist city staff with proof-reading and editing of draft documents including the Emerald Park Design Guidelines and Draft CEQA documents.

Exhibit "B-2"
Scope of Services

TKE Engineering – Traffic Consultant

The Services to be provided include the following:

1) Scoping review of traffic impact analysis to be procured by the City's CEQA consultant on the project.

2) Peer review of the traffic impact analysis in the draft CEQA documents and preparation of written recommendations to the City of Coachella.

Exhibit "B-3"
Scope of Services

Kathleen Rollings-McDonald – LAFCO Consultant (Hourly Rate $125)

The Services to be provided include the following:

1) Assist with the City of Indio De-Annexation, concurrent Amendment to City of Indio / City of Coachella Sphere of Influence plans, and review of LAFCO Annexation documents and related resolutions and staff reports.

FPPC COMPLAINT 02

Stephanie Virgen — Council Member, City of Coachella Gov. Code §§87100, 87302

COMPLAINT TO THE FAIR POLITICAL PRACTICES COMMISSION
State of California
Alleged Violation of the Political Reform Act
California Government Code Sections 87100 et seq. and 87302
Filed: June 2026

COMPLAINANT INFORMATION
Name: Francisco Molina
City: Coachella, CA 92236
Capacity: Coachella Resident and Business Owner
RESPONDENT INFORMATION
Name: Stephanie Virgen
Title at Time of Violation: Council Member, City of Coachella
Address: Coachella, CA 92236
STATEMENT OF FACTS
Background — The February 11, 2026 Vote
On February 11, 2026, the Coachella City Council voted unanimously 5-0 to approve a Municipal Utility Development Agreement with Coachella Valley Power Services LLC, a subsidiary of Stronghold Power Systems Inc. The agreement grants Stronghold exclusive authority to develop, operate, and manage city electrical utility infrastructure for a term of 20 years with two optional 5-year extensions, as confirmed by the executed agreement on file with the City of Coachella (Supporting Document 9). The official minutes of the February 11, 2026 Coachella City Council meeting confirm that Council Member Stephanie Virgen made the motion to approve the agreement (Supporting Document 7). Virgen participated in and voted in favor of this agreement without recusing herself and without disclosing the financial relationships and dual-role conflicts described herein.
Documented Campaign Contribution from Supervisor Perez to Virgen
Campaign finance disclosure records on file with the Riverside County Registrar of Voters confirm that V. Manuel Perez for Supervisor 2022, Committee ID 1396909, contributed $4,900 to Stephanie Virgen for Coachella City Council 2022 on September 13, 2022, filed as Form 497P2 — Late Contributions Made (Supporting Document 2). This contribution is corroborated in Virgen's own Form 460 Pre-Election Statement, Committee ID 1452043, filed with the City of Coachella City Clerk, showing receipt of $4,900 from V. Manuel Perez for Supervisor 2022 on September 14, 2022, on Schedule A — Monetary Contributions Received (Supporting Document 1).
Virgen's Employment as Legislative Assistant for Riverside County
Virgen's own Form 460 Pre-Election Statement, Committee ID 1452043, filed with the City of Coachella City Clerk, lists her occupation as Legislative Assistant and her employer as Riverside County (Supporting Document 1). Supervisor Victor Manuel Perez represents a district of Riverside County. Virgen's employment as a Legislative Assistant for Riverside County establishes a direct employment relationship with the county whose supervisor funded her campaign and whose office she simultaneously represented.
Virgen's Dual Role as Perez's Official Representative
On May 26, 2026, the complainant attended the Thermal Oasis Community Council meeting at 87-229 Church Street, Thermal, CA — the regular meeting of Community Service Area 125. The complainant observed Council Member Stephanie Virgen present at the meeting in her capacity as Supervisor Victor Manuel Perez's official representative to CSA 125. The host of the meeting, an employee of the Desert Recreation District, verbally confirmed to the complainant that Virgen was present and that Virgen had signed in at the meeting. A sign-in sheet documenting Virgen's attendance and representative role is believed to exist and is in the possession of CSA 125 and the Desert Recreation District.
The complainant stated these observations on the public record at the Coachella City Council regular meeting on May 27, 2026, at timestamp 1:10:22, which is archived in the city's official

meeting recording (Supporting Document 6). That statement reads in relevant part: “Council member Virgen was present at that meeting, not as a Coachella Council member, but as the official representative of Riverside County Supervisor Victor Manuel Perez’s office to CSA 125.” Ernie Rios, Chair of the Thermal Oasis Community Council CSA 125, can confirm Virgen’s presence and representative role at the May 26, 2026 meeting. The CSA 125 meeting minutes and sign-in sheet from May 26, 2026 are expected to document who was present as Supervisor Perez’s official representative. The complainant intends to submit these records as supplemental evidence upon receipt (Supporting Document 8).

Documented Prior Financial Relationship with Mayor Hernandez

Riverside County NetFile campaign finance records confirm that Stephanie Virgen for CVUSD Trustee Area 1 2020 contributed $2,000 to Steven A. Hernandez For Mayor 2020 on October 21, 2020, filed as both F497P1 — Late contributions received — and F460A — Monetary contributions (Supporting Document 5). This establishes a documented prior financial relationship between Virgen and Steven Hernandez — the same mayor who voted yes on the February 11, 2026 Stronghold agreement without recusal. Virgen made the motion on February 11. Hernandez voted yes. Neither disclosed this prior financial relationship on the record at the February 11, 2026 meeting (Supporting Document 7).

Supervisor Perez’s Financial Relationship with Stronghold’s Principal

Beverly Bailey is identified in California Secretary of State Cal-Access records as the CEO and President of Stronghold Engineering Inc across 78 contributions totaling $124,100 in state-level campaign finance filings spanning from 2001 through 2026 (Supporting Document 3). Beverly Bailey is the principal of the Stronghold-affiliated entities that are party to the February 11, 2026 agreement. The executed Municipal Utility Development Agreement confirms that Stronghold Power Systems, Inc. formed and owns a majority interest in Coachella Valley Power Services LLC, the contracting entity named in the agreement (Supporting Document 9). Riverside County NetFile campaign finance records confirm that Beverly Bailey made at least $5,000 in documented contributions to V. Manuel Perez for Supervisor, including a $5,000 contribution on June 13, 2025 — ten days after the first documented land purchase by Stronghold-affiliated entities in the Coachella project area (Supporting Document 4), with additional contributions reflected in state-level Cal-Access filings (Supporting Document 3).

The Documented Financial Chain

The foregoing establishes the following documented financial chain in primary source records: Beverly Bailey, CEO of Stronghold Engineering Inc, contributed to Supervisor Perez’s campaign across multiple cycles. Supervisor Perez’s campaign contributed $4,900 to Virgen’s city council campaign on September 13, 2022. Virgen is employed as a Legislative Assistant for Riverside County — the county Perez represents. Virgen simultaneously served as Perez’s official representative to CSA 125. Virgen’s own 2020 campaign contributed $2,000 to Hernandez’s mayoral campaign in October 2020 — the same Hernandez who voted yes on the Stronghold agreement without recusal. On February 11, 2026, Virgen made the motion to approve the Stronghold agreement without disclosing any of these relationships and without recusing herself.

No Disclosure Was Made

There is no public record of Virgen disclosing her employment relationship with Riverside County, her role as Supervisor Perez’s official representative to CSA 125, or the $4,900 campaign contribution from Perez’s committee prior to making the February 11, 2026 motion to approve the Stronghold agreement (Supporting Document 7). The complainant raised the Virgen-Perez dual role conflict on the public record at the May 27, 2026 Coachella City Council meeting at timestamp 1:10:22 and called for its inclusion in the scope of the third party legal review ordered under Item 17 (Supporting Document 6). No council member or city attorney addressed or acknowledged the conflict at that meeting.

COMPLAINANT’S PERSONAL KNOWLEDGE

The complainant has personal knowledge of the facts alleged in this complaint as follows: The complainant personally attended the Thermal Oasis Community Council (CSA 125) meeting on May 26, 2026 at 87-229 Church Street, Thermal, CA, and personally observed

Council Member Stephanie Virgen present in her capacity as Supervisor Perez's official representative. The complainant personally spoke with the Desert Recreation District host who verbally confirmed Virgen's signed attendance.
The complainant personally attended the Coachella City Council regular meeting on May 27, 2026, and personally made the public statement at timestamp 1:10:22 placing Virgen's dual role on the public record for the first time.
The complainant personally conducted public records research and personally obtained Virgen's Form 460 filings from the City of Coachella City Clerk, Riverside County NetFile records, and California Secretary of State Cal-Access records. All source documents referenced in this complaint were personally reviewed by the complainant.

WITNESSES

The following individuals have direct knowledge of facts relevant to this complaint:
1. Ernie Rios, Chair, Thermal Oasis Community Council CSA 125 — can confirm Virgen's presence and representative role at the May 26, 2026 CSA 125 meeting. Address: 87-229 Church Street, Thermal CA 92274.
2. Desert Recreation District employee (meeting host) — verbally confirmed to the complainant that Virgen was present and had signed in at the May 26, 2026 CSA 125 meeting. Address: Desert Recreation District, 45-305 Oasis Street, Indio CA 92201.
3. Angela Zepeda, City Clerk, City of Coachella — custodian of the official February 11, 2026 meeting minutes confirming Virgen made the motion. Address: City of Coachella, 53990 Enterprise Way, Coachella CA 92236.
4. Steven A. Hernandez, Former Mayor, City of Coachella — voted yes on the February 11, 2026 agreement; had a documented prior financial relationship with Virgen that was not disclosed. Address: Coachella CA 92236.

ALLEGED VIOLATIONS

California Government Code Section 87100 prohibits a public official from making, participating in making, or attempting to use her official position to influence a governmental decision in which she has a financial interest. Council Member Virgen made the motion to approve the February 11, 2026 Stronghold agreement while maintaining the following undisclosed financial relationships and conflicts:
First — a documented $4,900 campaign contribution from Supervisor Perez's committee — whose campaign was funded by Stronghold's principal Beverly Bailey — received in September 2022 (Supporting Documents 1 and 2).
Second — a simultaneous employment relationship with Riverside County as a Legislative Assistant — the county whose supervisor funded her campaign (Supporting Document 1).
Third — a simultaneous role as Supervisor Perez's official representative to CSA 125 — the same supervisor whose campaign was funded by Stronghold's principal (Supporting Documents 6 and 8).
Fourth — a documented prior financial relationship with Mayor Steven Hernandez — the official who cast a deciding yes vote on February 11 — established through Virgen's own 2020 campaign contribution of $2,000 to Hernandez For Mayor 2020 on October 21, 2020 (Supporting Document 5).
California Government Code Section 87302 and related disclosure requirements obligate officeholders to disclose financial interests that may create conflicts prior to participating in governmental decisions. Virgen disclosed none of these relationships prior to making the February 11 motion.
The complainant respectfully requests that the FPPC investigate whether Council Member Stephanie Virgen's participation in the February 11, 2026 vote approving the Municipal Utility Development Agreement with Stronghold Power Systems violated California Government Code Sections 87100 and 87302, and whether any additional violations of the Political Reform Act apply based on the documented financial relationships and dual-role conflicts described herein.

SUPPORTING DOCUMENTS

The following primary source documents support this complaint and are available for submission:
1. E2-01 — Stephanie Virgen Form 460, July 1 – September 24, 2022, Schedule A — V. Manuel Perez for Supervisor 2022 $4,900, September 14, 2022. Filed with City of Coachella City Clerk, Committee ID 1452043. Note: The same filing documents Virgen's occupation as Legislative Assistant and employer as Riverside County.
2. E2-02 — V. Manuel Perez for Supervisor 2022 F497P2 — $4,900 to Stephanie Virgen for Coachella City Council 2022, September 13, 2022. Filed with Riverside County Registrar of Voters.
3. E2-03 — Beverly Bailey Cal-Access Advanced Search Results — 78 contributions totaling $124,100, employer listed as Stronghold Engineering Inc. California Secretary of State records current as of May 31, 2026.
4. E2-04 — Riverside County NetFile campaign finance records — Beverly Bailey $5,000 contribution to V. Manuel Perez for Supervisor 2026, June 13, 2025.
5. E2-05 — Riverside County NetFile — Steven Hernandez full transaction history — confirming Stephanie Virgen for CVUSD Trustee Area 1 2020 contributed $2,000 to Steven A. Hernandez For Mayor 2020 on October 21, 2020.
6. E2-06 — City of Coachella City Council regular meeting recording, May 27, 2026, timestamp 1:10:22 — complainant's on-record public statement regarding Virgen's dual role at CSA 125 meeting. YouTube: https://www.youtube.com/watch?v=FI1i-FUjboc
7. E2-07 — City of Coachella City Council Meeting Minutes, February 11, 2026, signed by City Clerk Angela Zepeda — confirming Virgen made the motion to approve the Stronghold agreement, Item 14, unanimous 5-0 vote.
8. E2-08 — CSA 125 Thermal Oasis Community Council meeting minutes and sign-in sheet, May 26, 2026 — to be submitted as supplemental evidence upon receipt from CSA 125 and Desert Recreation District.
9. E2-09 — Municipal Utility Development Agreement between City of Coachella and Coachella Valley Power Services LLC, dated February 2026. Confirms: (a) 20-year term running from Utility Operations Date through its twentieth anniversary; (b) two optional 5-year renewal periods by mutual agreement; (c) Stronghold Power Systems, Inc. formed and owns a majority interest in Coachella Valley Power Services LLC (Recital D). Source: City of Coachella agenda packet, February 11, 2026.

CERTIFICATION

I, Francisco Molina, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and belief, based on primary source public records research conducted by the complainant.

Signature: _____

Printed Name: Francisco Molina

Date: June 4, 2026

City: Coachella, CA 92236

Contact: cityofcoachellawatchdogs@gmail.com

Complaint Submitted

Thank you! Your complaint id is COM-06042026-02290

COVER PAGE

Recipient Committee Campaign Statement Cover Page

Date Stamp	CALIFORNIA FORM 460
RECEIVED SEP 29 2022	Page ____ of ____
	For Official Use Only

SEE INSTRUCTIONS ON REVERSE

Statement covers period
from 07/01/2022
through 09/24/2022

Date of election if applicable: (Month, Day, Year)
11/08/2022

1. Type of Recipient Committee: All Committees – Complete Parts 1, 2, 3, and 4.

- [x] Officeholder, Candidate Controlled Committee
  - ○ State Candidate Election Committee
  - ○ Recall
  - *(Also Complete Part 5)*
- [ ] General Purpose Committee
  - ○ Sponsored
  - ○ Small Contributor Committee
  - ○ Political Party/Central Committee
- [ ] Primarily Formed Ballot Measure Committee
  - ○ Controlled
  - ○ Sponsored
  - *(Also Complete Part 6)*
- [ ] Primarily Formed Candidate/ Officeholder Committee
  - *(Also Complete Part 7)*

2. Type of Statement:

- [x] Preelection Statement
- [ ] Semi-annual Statement
- [ ] Termination Statement (Also file a Form 410 Termination)
- [ ] Amendment (Explain below)
- [ ] Quarterly Statement
- [ ] Special Odd-Year Report

3. Committee Information

I.D. NUMBER: 1452043

COMMITTEE NAME (OR CANDIDATE'S NAME IF NO COMMITTEE)
Stephanie Virgen for Coachella City Council 2022

STREET ADDRESS (NO P.O. BOX)
[redacted]

CITY	STATE	ZIP CODE	AREA CODE/PHONE
Coachella	CA	92236	[redacted]

MAILING ADDRESS (IF DIFFERENT) NO. AND STREET OR P.O. BOX

CITY	STATE	ZIP CODE	AREA CODE/PHONE

OPTIONAL: FAX / E-MAIL ADDRESS

Treasurer(s)

NAME OF TREASURER
Stephanie Virgen

MAILING ADDRESS
[redacted]

CITY	STATE	ZIP CODE	AREA CODE/PHONE
Coachella	CA	92236	[redacted]

NAME OF ASSISTANT TREASURER, IF ANY

MAILING ADDRESS

CITY	STATE	ZIP CODE	AREA CODE/PHONE

OPTIONAL: FAX / E-MAIL ADDRESS

4. Verification

I have used all reasonable diligence in preparing and reviewing this statement and to the best of my knowledge the information contained herein and in the attached schedules is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoin[redacted]

Executed on 09/27/22 (Date) By [redacted] Treasurer

Executed on 09/27/22 (Date) By [redacted] ponent or Responsible Officer of Sponsor

Executed on ____ (Date) By ____ Signature of Controlling Officeholder, Candidate, State Measure Proponent

Executed on ____ (Date) By ____ Signature of Controlling Officeholder, Candidate, State Measure Proponent

Recipient Committee Campaign Statement Cover Page — Part 2

CALIFORNIA FORM 460

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5. Officeholder or Candidate Controlled Committee

NAME OF OFFICEHOLDER OR CANDIDATE
Stephanie Virgen

OFFICE SOUGHT OR HELD (INCLUDE LOCATION AND DISTRICT NUMBER IF APPLICABLE)
City Council

RESIDENTIAL/BUSINESS ADDRESS (NO. AND STREET)	CITY	STATE	ZIP
[redacted]	Coachella	CA	92236

Related Committees Not Included in this Statement: ***List any committees not included in this statement that are controlled by you or are primarily formed to receive contributions or make expenditures on behalf of your candidacy.***

COMMITTEE NAME	I.D. NUMBER
NAME OF TREASURER	CONTROLLED COMMITTEE? ☐ YES ☐ NO
COMMITTEE ADDRESS STREET ADDRESS (NO P.O. BOX)	
CITY STATE ZIP CODE AREA CODE/PHONE	

COMMITTEE NAME	I.D. NUMBER
NAME OF TREASURER	CONTROLLED COMMITTEE? ☐ YES ☐ NO
COMMITTEE ADDRESS STREET ADDRESS (NO P.O. BOX)	
CITY STATE ZIP CODE AREA CODE/PHONE	

6. Primarily Formed Ballot Measure Committee

NAME OF BALLOT MEASURE

BALLOT NO. OR LETTER	JURISDICTION	☐ SUPPORT ☐ OPPOSE

Identify the controlling officeholder, candidate, or state measure proponent, if any.

NAME OF OFFICEHOLDER, CANDIDATE, OR PROPONENT

OFFICE SOUGHT OR HELD	DISTRICT NO. IF ANY

7. Primarily Formed Candidate/Officeholder Committee *List names of officeholder(s) or candidate(s) for which this committee is primarily formed.*

NAME OF OFFICEHOLDER OR CANDIDATE	OFFICE SOUGHT OR HELD	☐ SUPPORT ☐ OPPOSE
NAME OF OFFICEHOLDER OR CANDIDATE	OFFICE SOUGHT OR HELD	☐ SUPPORT ☐ OPPOSE
NAME OF OFFICEHOLDER OR CANDIDATE	OFFICE SOUGHT OR HELD	☐ SUPPORT ☐ OPPOSE
NAME OF OFFICEHOLDER OR CANDIDATE	OFFICE SOUGHT OR HELD	☐ SUPPORT ☐ OPPOSE

Attach continuation sheets if necessary

Campaign Disclosure Statement
Summary Page

Amounts may be rounded to whole dollars.

SUMMARY PAGE

Statement covers period
from 07/01/2022
through 09/24/2022

CALIFORNIA FORM **460**

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SEE INSTRUCTIONS ON REVERSE

NAME OF FILER
Stephanie Virgen for Coachella City Council 2022

I.D. NUMBER
1452043

Contributions Received

		Column A TOTAL THIS PERIOD (FROM ATTACHED SCHEDULES)	Column B CALENDAR YEAR TOTAL TO DATE
1. Monetary Contributions	*Schedule A, Line 3*	$ 15,020.00	$ $15,020.00
2. Loans Received	*Schedule B, Line 3*	625.00	625.00
3. SUBTOTAL CASH CONTRIBUTIONS	*Add Lines 1 + 2*	$ 15,645.00	$ $15,645.00
4. Nonmonetary Contributions	*Schedule C, Line 3*	$650	$650
5. TOTAL CONTRIBUTIONS RECEIVED	*Add Lines 3 + 4*	$ 16,295.00	$ 16,295.00

Expenditures Made

6. Payments Made	*Schedule E, Line 4*	$ 2,013.53	$ 2,013.53
7. Loans Made	*Schedule H, Line 3*	0	0
8. SUBTOTAL CASH PAYMENTS	*Add Lines 6 + 7*	$ 2,013.53	$ 2,013.53
9. Accrued Expenses (Unpaid Bills)	*Schedule F, Line 3*	0	0
10. Nonmonetary Adjustment	*Schedule C, Line 3*	0	0
11. TOTAL EXPENDITURES MADE	*Add Lines 8 + 9 + 10*	$ 2,013.53	$ 2,013.53

Current Cash Statement

12. Beginning Cash Balance	*Previous Summary Page, Line 16*	$
13. Cash Receipts	*Column A, Line 3 above*	15,645.00
14. Miscellaneous Increases to Cash	*Schedule I, Line 4*	0
15. Cash Payments	*Column A, Line 8 above*	2,013.53
16. **ENDING CASH BALANCE**	*Add Lines 12 + 13 + 14, then subtract Line 15*	$ 13,631.47

If this is a termination statement, Line 16 must be zero.

17. LOAN GUARANTEES RECEIVED ..... *Schedule B, Part 2* $ 0

Cash Equivalents and Outstanding Debts

18. Cash Equivalents ..... *See instructions on reverse* $ 0

19. Outstanding Debts ..... *Add Line 2 + Line 9 in Column B above* $ 625.00

To calculate Column B, add amounts in Column A to the corresponding amounts from Column B of your last report. Some amounts in Column A may be negative figures that should be subtracted from previous period amounts. If this is the first report being filed for this calendar year, only carry over the amounts from Lines 2, 7, and 9 (if any).

Calendar Year Summary for Candidates Running in Both the State Primary and General Elections

	1/1 through 6/30	7/1 to Date
20. Contributions Received	$	$
21. Expenditures Made	$	$

Expenditure Limit Summary for State Candidates

22. **Cumulative Expenditures Made***
(If Subject to Voluntary Expenditure Limit)

Date of Election (mm/dd/yy)	Total to Date
___/___/___	$
___/___/___	$

*Amounts in this section may be different from amounts reported in Column B.

Schedule A
Monetary Contributions Received

Amounts may be rounded to whole dollars.

SCHEDULE A

Statement covers period
from 07/01/2022
through 09/24/2022

CALIFORNIA FORM 460

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SEE INSTRUCTIONS ON REVERSE

NAME OF FILER
Stephanie Virgen for Coachella City Council 2022

I.D. NUMBER
1452043

DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE *	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	AMOUNT RECEIVED THIS PERIOD	CUMULATIVE TO DATE CALENDAR YEAR (JAN. 1 - DEC. 31)	PER ELECTION TO DATE (IF REQUIRED)
09/11/22	Eduardo Garcia for State Assembly ID# 1435183 [redacted] Sacramento, CA 95815	☐ IND ☑ COM ☐ OTH ☐ PTY ☐ SCC		$2,000.00		
09/14/22	V. Manuel Perez for Supervisor 2022 ID# 1396909 [redacted] Coachella, CA 92236	☐ IND ☑ COM ☐ OTH ☐ PTY ☐ SCC		$4,900.00		
09/22/22	Democratic Women of the Desert ID# 1278348 P.O. Box 6207 La Quinta, CA 92248-6207	☐ IND ☑ COM ☐ OTH ☐ PTY ☐ SCC		$1,000.00		
09/24/22	Twenty-Nine Palms Band of Mission Indians 46200 Harrison PL Coachella, CA 92236	☐ IND ☐ COM ☑ OTH ☐ PTY ☐ SCC		$4,900.00		
09/24/22	Eduardo Garcia for State Assembly ID# 1435183 [redacted] Sacramento, CA 95815	☐ IND ☑ COM ☐ OTH ☐ PTY ☐ SCC		$2,000.00		
			SUBTOTAL $	15,020.00		

Schedule A Summary

1. Amount received this period – itemized monetary contributions.
(Include all Schedule A subtotals.) ..... $ 15,020.00

2. Amount received this period – unitemized monetary contributions of less than $100 ..... $ _____

3. Total monetary contributions received this period.
(Add Lines 1 and 2. Enter here and on the Summary Page, Column A, Line 1.) ..... **TOTAL $** 15,020.00

*Contributor Codes
IND – Individual
COM – Recipient Committee (other than PTY or SCC)
OTH – Other (e.g., business entity)
PTY – Political Party
SCC – Small Contributor Committee

Schedule A (Continuation Sheet)
Monetary Contributions Received

Amounts may be rounded to whole dollars.

SCHEDULE A (CONT.)

Statement covers period
from 07/01/2022
through 09/24/2022

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NAME OF FILER
Stephanie Virgen for Coachella City Council 2022

I.D. NUMBER
1452043

DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE *	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME) OF BUSINESS)	AMOUNT RECEIVED THIS PERIOD	CUMULATIVE TO DATE CALENDAR YEAR (JAN. 1 - DEC. 31)	PER ELECTION TO DATE (IF REQUIRED)
09/07/22	Stepahnie Virgen [redacted] Coachella CA 92236	☑ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC	Legislative Assistant Riverside County	$20.00	$20.00	$20.00
09/12/22	Greg Rodriguez [redacted] Palm Springs, CA 92262	☑ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC	Deputy Director Riverside County	$100.00	$100.00	$100.00
09/24/22	Manuel Arriaga [redacted] Coachella, CA 92236	☑ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC	Teacher CVUSD	$100.00	$100.00	$100.00
		☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC				
		☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC				
				SUBTOTAL $ 15,020.00		

*Contributor Codes
IND – Individual
COM – Recipient Committee (other than PTY or SCC)
OTH – Other (e.g., business entity)
PTY – Political Party
SCC – Small Contributor Committee

Schedule B – Part 1
Loans Received

Amounts may be rounded to whole dollars.

Statement covers period
from 07/01/2022
through 09/24/2022

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SEE INSTRUCTIONS ON REVERSE

NAME OF FILER
Stephanie Virgen for Coachella City Council 2022

I.D. NUMBER
1452043

FULL NAME, STREET ADDRESS AND ZIP CODE OF LENDER (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	(a) OUTSTANDING BALANCE BEGINNING THIS PERIOD	(b) AMOUNT RECEIVED THIS PERIOD	(c) AMOUNT PAID OR FORGIVEN THIS PERIOD*	(d) OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD	(e) INTEREST PAID THIS PERIOD	(f) ORIGINAL AMOUNT OF LOAN	(g) CUMULATIVE CONTRIBUTIONS TO DATE
Stephanie Virgen [redacted] Coachella, CA 92236 †☑ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC	Legislative Assistant Riverside County	$ 600.00	$ $600.00	☐ PAID $ 0 ☐ FORGIVEN $ 0	$ 600.00 DATE DUE	0 % RATE $	$ 600.00 08/17/22 DATE INCURRED	CALENDAR YEAR $ PER ELECTION** $
Stephanie Virgen [redacted] Coachella, CA 92236 †☑ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC	Legislative Assistant Riverside County	$ 25.00	$ 25.00	☐ PAID $ ☐ FORGIVEN $	$ 25.00 DATE DUE	0 % RATE $	$ 25.00 DATE INCURRED	CALENDAR YEAR $ PER ELECTION** $
†☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC		$	$	☐ PAID $ ☐ FORGIVEN $	$ DATE DUE	% RATE $	$ DATE INCURRED	CALENDAR YEAR $ PER ELECTION** $
		SUBTOTALS $	$	$	$ 625.00			

(Enter (e) on Schedule E, Line 3)

Schedule B Summary

1. Loans received this period ..... $ 625.00
   (Total Column (b) plus unitemized loans of less than $100.)
2. Loans paid or forgiven this period ..... $
   (Total Column (c) plus loans under $100 paid or forgiven.)
   (Include loans paid by a third party that are also itemized on Schedule A.)
3. Net change this period. (**Subtract** Line 2 from Line 1.) ..... NET $ 625.00
   Enter the net here and on the Summary Page, Column A, Line 2.

(May be a negative number)

†Contributor Codes
IND – Individual
COM – Recipient Committee (other than PTY or SCC)
OTH – Other (e.g., business entity)
PTY – Political Party
SCC – Small Contributor Committee

*Amounts forgiven or paid by another party also must be reported on Schedule A.
** If required.

Schedule B – Part 2
Loan Guarantors

Amounts may be rounded to whole dollars.

Statement covers period
from _____
through _____

CALIFORNIA FORM 460

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SEE INSTRUCTIONS ON REVERSE

NAME OF FILER

I.D. NUMBER

FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE*	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	LOAN	AMOUNT GUARANTEED THIS PERIOD	CUMULATIVE TO DATE	BALANCE OUTSTANDING TO DATE
	☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC		LENDER DATE		CALENDAR YEAR $ PER ELECTION (IF REQUIRED) $	
	☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC		LENDER DATE		CALENDAR YEAR $ PER ELECTION (IF REQUIRED) $	
	☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC		LENDER DATE		CALENDAR YEAR $ PER ELECTION (IF REQUIRED) $	
	☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC		LENDER DATE		CALENDAR YEAR $ PER ELECTION (IF REQUIRED) $	
			SUBTOTAL $		Enter on Summary Page, Line 17 only.	

Schedule C
Nonmonetary Contributions Received

Amounts may be rounded to whole dollars.

SCHEDULE C

CALIFORNIA FORM **460**

Statement covers period
from 07/01/2022
through 09/24/2022

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SEE INSTRUCTIONS ON REVERSE

NAME OF FILER
Stephanie Virgen for Coachella City Council 2022

I.D. NUMBER
1452043

DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE*	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	DESCRIPTION OF GOODS OR SERVICES	AMOUNT/ FAIR MARKET VALUE	CUMULATIVE TO DATE CALENDAR YEAR (JAN 1 - DEC 31)	PER ELECTION TO DATE (IF REQUIRED)
09/24/22	Salvador Virgen [redacted] Coachella, CA 92236	☑ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC	Assistant Director Westin Mission Hills Resort & Spa	Food for volunteers	$650	$650	
		☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC					
		☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC					
		☐ IND ☐ COM ☐ OTH ☐ PTY ☐ SCC					

Attach additional information on appropriately labeled continuation sheets. **SUBTOTAL $**

Schedule C Summary

1. Amount received this period – itemized nonmonetary contributions. (Include all Schedule C subtotals.) ..... $ 650.00
2. Amount received this period – unitemized nonmonetary contributions of less than $100 ..... $ 0
3. Total nonmonetary contributions received this period. (Add Lines 1 and 2. Enter here and on the Summary Page, Column A, Lines 4 and 10.) ..... **TOTAL $** 650.00

*Contributor Codes
IND – Individual
COM – Recipient Committee (other than PTY or SCC)
OTH – Other (e.g., business entity)
PTY – Political Party
SCC – Small Contributor Committee

Schedule D
Summary of Expenditures Supporting/Opposing Other Candidates, Measures and Committees

SEE INSTRUCTIONS ON REVERSE

Amounts may be rounded to whole dollars.

SCHEDULE D

Statement covers period
from _____
through _____

CALIFORNIA FORM **460**

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NAME OF FILER

I.D. NUMBER

DATE	NAME OF CANDIDATE, OFFICE, AND DISTRICT, OR MEASURE NUMBER OR LETTER AND JURISDICTION, OR COMMITTEE	TYPE OF PAYMENT	DESCRIPTION (IF REQUIRED)	AMOUNT THIS PERIOD	CUMULATIVE TO DATE CALENDAR YEAR (JAN. 1 - DEC. 31)	PER ELECTION TO DATE (IF REQUIRED)
	☐ Support ☐ Oppose	☐ Monetary Contribution ☐ Nonmonetary Contribution ☐ Independent Expenditure				
	☐ Support ☐ Oppose	☐ Monetary Contribution ☐ Nonmonetary Contribution ☐ Independent Expenditure				
	☐ Support ☐ Oppose	☐ Monetary Contribution ☐ Nonmonetary Contribution ☐ Independent Expenditure				
			SUBTOTAL $			

Schedule D Summary

1. Itemized contributions and independent expenditures made this period. (Include all Schedule D subtotals.) ..... $ 0
2. Unitemized contributions and independent expenditures made this period of under $100 ..... $ 0
3. Total contributions and independent expenditures made this period. (Add Lines 1 and 2. Do not enter on the Summary Page.) ..... **TOTAL** .. $ 0

Schedule D
(Continuation Sheet)
Summary of Expenditures Supporting/Opposing Other Candidates, Measures and Committees

Amounts may be rounded to whole dollars.

SCHEDULE D (CONT.)

Statement covers period
from _____
through _____

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NAME OF FILER

I.D. NUMBER

DATE	NAME OF CANDIDATE, OFFICE, AND DISTRICT, OR MEASURE NUMBER OR LETTER AND JURISDICTION, OR COMMITTEE	TYPE OF PAYMENT	DESCRIPTION (IF REQUIRED)	AMOUNT THIS PERIOD	CUMULATIVE TO DATE CALENDAR YEAR (JAN. 1 - DEC. 31)	PER ELECTION TO DATE (IF REQUIRED)
	☐ Support ☐ Oppose	☐ Monetary Contribution ☐ Nonmonetary Contribution ☐ Independent Expenditure				
	☐ Support ☐ Oppose	☐ Monetary Contribution ☐ Nonmonetary Contribution ☐ Independent Expenditure				
	☐ Support ☐ Oppose	☐ Monetary Contribution ☐ Nonmonetary Contribution ☐ Independent Expenditure				
	☐ Support ☐ Oppose	☐ Monetary Contribution ☐ Nonmonetary Contribution ☐ Independent Expenditure				
			SUBTOTAL $			

SCHEDULE E

Schedule E
Payments Made

Amounts may be rounded to whole dollars.

Statement covers period
from 07/01/2022
through 09/24/2022

CALIFORNIA FORM 460

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SEE INSTRUCTIONS ON REVERSE

NAME OF FILER
Stephanie Virgen for Coachella City Council 2022

I.D. NUMBER
1452043

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

CMP	campaign paraphernalia/misc.	MBR	member communications	RAD	radio airtime and production costs
CNS	campaign consultants	MTG	meetings and appearances	RFD	returned contributions
CTB	contribution (explain nonmonetary)*	OFC	office expenses	SAL	campaign workers' salaries
CVC	civic donations	PET	petition circulating	TEL	t.v. or cable airtime and production costs
FIL	candidate filing/ballot fees	PHO	phone banks	TRC	candidate travel, lodging, and meals
FND	fundraising events	POL	polling and survey research	TRS	staff/spouse travel, lodging, and meals
IND	independent expenditure supporting/opposing others (explain)*	POS	postage, delivery and messenger services	TSF	transfer between committees of the same candidate/sponsor
LEG	legal defense	PRO	professional services (legal, accounting)	VOT	voter registration
LIT	campaign literature and mailings	PRT	print ads	WEB	information technology costs (internet, e-mail)

NAME AND ADDRESS OF PAYEE (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CODE	OR DESCRIPTION OF PAYMENT	AMOUNT PAID
Xpress Graphics 42215 Washington St, Ste A Palm Desert, CA 92211	LIT	Campaign cards with candidate information	$86.93
Team Sports 82-227 HWY 111 Suite D-8 Indio, CA 92201	CMP	T-shirts	$352.08
Political Data Initiative	VOT	Voter information for phone banking	$900.00

* Payments that are contributions or independent expenditures must also be summarized on Schedule D.

SUBTOTAL $

Schedule E Summary

1. Itemized payments made this period. (Include all Schedule E subtotals.) ..... $ 2,013.53
2. Unitemized payments made this period of under $100 ..... $ 0
3. Total interest paid this period on loans. (Enter amount from Schedule B, Part 1, Column (e).) ..... $ 0
4. Total payments made this period. (Add Lines 1, 2, and 3. Enter here and on the Summary Page, Column A, Line 6.) ..... **TOTAL $** 2,013.53

Schedule E (Continuation Sheet) Payments Made

Amounts may be rounded to whole dollars.

Statement covers period
from 07/01/2022
through 09/24/2022

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SEE INSTRUCTIONS ON REVERSE

NAME OF FILER
Stephanie Virgen for Coachella City Council

I.D. NUMBER
1452043

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

CMP campaign paraphernalia/misc.
CNS campaign consultants
CTB contribution (explain nonmonetary)*
CVC civic donations
FIL candidate filing/ballot fees
FND fundraising events
IND independent expenditure supporting/opposing others (explain)*
LEG legal defense
LIT campaign literature and mailings
MBR member communications
MTG meetings and appearances
OFC office expenses
PET petition circulating
PHO phone banks
POL polling and survey research
POS postage, delivery and messenger services
PRO professional services (legal, accounting)
PRT print ads
RAD radio airtime and production costs
RFD returned contributions
SAL campaign workers' salaries
TEL t.v. or cable airtime and production costs
TRC candidate travel, lodging, and meals
TRS staff/spouse travel, lodging, and meals
TSF transfer between committees of the same candidate/sponsor
VOT voter registration
WEB information technology costs (internet, e-mail)

NAME AND ADDRESS OF PAYEE (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CODE	OR DESCRIPTION OF PAYMENT	AMOUNT PAID
Xpress Graphics 42215 Washington St, Ste A Palm Desert, CA 92211	LIT	Campaign literature	$671.22
ActBlue		Contribution processing fees	$3.30

* Payments that are contributions or independent expenditures must also be summarized on Schedule D.

SUBTOTAL $ 2,013.53

Schedule F
Accrued Expenses (Unpaid Bills)

Amounts may be rounded to whole dollars.

Statement covers period
from _____
through _____

CALIFORNIA FORM **460**

Page _____ of _____

SEE INSTRUCTIONS ON REVERSE

NAME OF FILER

I.D. NUMBER

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

CMP	campaign paraphernalia/misc.	MBR	member communications	RAD	radio airtime and production costs
CNS	campaign consultants	MTG	meetings and appearances	RFD	returned contributions
CTB	contribution (explain nonmonetary)*	OFC	office expenses	SAL	campaign workers' salaries
CVC	civic donations	PET	petition circulating	TEL	t.v. or cable airtime and production costs
FIL	candidate filing/ballot fees	PHO	phone banks	TRC	candidate travel, lodging, and meals
FND	fundraising events	POL	polling and survey research	TRS	staff/spouse travel, lodging, and meals
IND	independent expenditure supporting/opposing others (explain)*	POS	postage, delivery and messenger services	TSF	transfer between committees of the same candidate/sponsor
LEG	legal defense	PRO	professional services (legal, accounting)	VOT	voter registration
LIT	campaign literature and mailings	PRT	print ads	WEB	information technology costs (internet, e-mail)

NAME AND ADDRESS OF CREDITOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CODE OR DESCRIPTION OF PAYMENT	(a) OUTSTANDING BALANCE BEGINNING OF THIS PERIOD	(b) AMOUNT INCURRED THIS PERIOD	(c) AMOUNT PAID THIS PERIOD (ALSO REPORT ON E)	(d) OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
* Payments that are contributions or independent expenditures must also be summarized on Schedule D.	**SUBTOTALS $**	**$**	**$**	**$**	**$**

Schedule F Summary

1. Total accrued expenses incurred this period. (Include all Schedule F, Column (b) subtotals for accrued expenses of $100 or more, plus total unitemized accrued expenses under $100.) ..... **INCURRED TOTALS $** _____

2. Total accrued expenses paid this period. (Include all Schedule F, Column (c) subtotals for payments on accrued expenses of $100 or more, plus total unitemized payments on accrued expenses under $100.) ..... **PAID TOTALS $** _____

3. Net change this period. (**Subtract** Line 2 from Line 1. Enter the difference here and on the Summary Page, Column A, Line 9.) ..... **NET $** _____
   May be a negative number

Schedule F
(Continuation Sheet)
Accrued Expenses (Unpaid Bills)

Amounts may be rounded to whole dollars.

Statement covers period
from _____
through _____

CALIFORNIA FORM 460

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NAME OF FILER

I.D. NUMBER

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

CMP	campaign paraphernalia/misc.	MBR	member communications	RAD	radio airtime and production costs
CNS	campaign consultants	MTG	meetings and appearances	RFD	returned contributions
CTB	contribution (explain nonmonetary)*	OFC	office expenses	SAL	campaign workers' salaries
CVC	civic donations	PET	petition circulating	TEL	t.v. or cable airtime and production costs
FIL	candidate filing/ballot fees	PHO	phone banks	TRC	candidate travel, lodging, and meals
FND	fundraising events	POL	polling and survey research	TRS	staff/spouse travel, lodging, and meals
IND	independent expenditure supporting/opposing others (explain)*	POS	postage, delivery and messenger services	TSF	transfer between committees of the same candidate/sponsor
LEG	legal defense	PRO	professional services (legal, accounting)	VOT	voter registration
LIT	campaign literature and mailings	PRT	print ads	WEB	information technology costs (internet, e-mail)

*** Payments that are contributions or independent expenditures must also be summarized on Schedule D.**

NAME AND ADDRESS OF CREDITOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CODE OR DESCRIPTION OF PAYMENT	(a) OUTSTANDING BALANCE BEGINNING OF THIS PERIOD	(b) AMOUNT INCURRED THIS PERIOD	(c) AMOUNT PAID THIS PERIOD (ALSO REPORT ON E)	(d) OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD
	SUBTOTALS $		**$**	**$**	**$**

Schedule G
Payments Made by an Agent or Independent Contractor (on Behalf of This Committee)

Amounts may be rounded to whole dollars.

SCHEDULE G

Statement covers period
from _____
through _____

CALIFORNIA FORM **460**

Page _____ of _____

SEE INSTRUCTIONS ON REVERSE

NAME OF FILER

I.D. NUMBER

NAME OF AGENT OR INDEPENDENT CONTRACTOR

CODES: If one of the following codes accurately describes the payment, you may enter the code. Otherwise, describe the payment.

CMP	campaign paraphernalia/misc.	MBR	member communications	RAD	radio airtime and production costs
CNS	campaign consultants	MTG	meetings and appearances	RFD	returned contributions
CTB	contribution (explain nonmonetary)*	OFC	office expenses	SAL	campaign workers' salaries
CVC	civic donations	PET	petition circulating	TEL	t.v. or cable airtime and production costs
FIL	candidate filing/ballot fees	PHO	phone banks	TRC	candidate travel, lodging, and meals
FND	fundraising events	POL	polling and survey research	TRS	staff/spouse travel, lodging, and meals
IND	independent expenditure supporting/opposing others (explain)*	POS	postage, delivery and messenger services	TSF	transfer between committees of the same candidate/sponsor
LEG	legal defense	PRO	professional services (legal, accounting)	VOT	voter registration
LIT	campaign literature and mailings	PRT	print ads	WEB	information technology costs (internet, e-mail)

* Payments that are contributions or independent expenditures must also be summarized on Schedule D.

NAME AND ADDRESS OF PAYEE OR CREDITOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CODE	OR	DESCRIPTION OF PAYMENT	AMOUNT PAID

Attach additional information on appropriately labeled continuation sheets.

TOTAL* $

** Do not transfer to any other schedule or to the Summary Page. This total may not equal the amount paid to the agent or independent contractor as reported on Schedule E.*

Schedule H
Loans Made to Others*

Amounts may be rounded to whole dollars.

Statement covers period
from _____
through _____

CALIFORNIA FORM **460**

Page _____ of _____

SEE INSTRUCTIONS ON REVERSE

NAME OF FILER

I.D. NUMBER

FULL NAME, STREET ADDRESS AND ZIP CODE OF RECIPIENT (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	(a) OUTSTANDING BALANCE BEGINNING THIS PERIOD	(b) AMOUNT LOANED THIS PERIOD	(c) REPAYMENT OR FORGIVENESS THIS PERIOD*	(d) OUTSTANDING BALANCE AT CLOSE OF THIS PERIOD	(e) INTEREST RECEIVED	(f) ORIGINAL AMOUNT OF LOAN	(g) CUMULATIVE LOANS TO DATE
		$ _____	$ _____	☐ PAID $ _____ ☐ FORGIVEN $ _____	$ _____ DATE DUE	_____% RATE $ _____	$ _____ DATE INCURRED	CALENDAR YEAR $ _____ PER ELECTION** $ _____
		$ _____	$ _____	☐ PAID $ _____ ☐ FORGIVEN $ _____	$ _____ DATE DUE	_____% RATE $ _____	$ _____ DATE INCURRED	CALENDAR YEAR $ _____ PER ELECTION** $ _____
*Loans that are contributions to another candidate or committee must also be summarized on Schedule D. Loans forgiven must also be reported on Schedule E.		**SUBTOTALS**	$	$	$	$ (Enter (e) on Schedule I, Line 3)		

Schedule H Summary

1. Loans made this period ..... $ _____
   (Total Column (b) plus unitemized loans of less than $100.)
2. Payments received on loans ..... $ _____
   (Total Column (c) plus unitemized payments of less than $100.)
3. Net change this period. (**Subtract** Line 2 from Line 1.) ..... **NET** $ _____
   (Enter the net here and on the Summary Page, Column A, Line 7.)

(May be a negative number)

**If Required

Schedule I
Miscellaneous Increases to Cash

Amounts may be rounded to whole dollars.

SCHEDULE I

Statement covers period
from _____
through _____

CALIFORNIA FORM **460**

Page _____ of _____

SEE INSTRUCTIONS ON REVERSE

NAME OF FILER

I.D. NUMBER

DATE RECEIVED	FULL NAME AND ADDRESS OF SOURCE (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	DESCRIPTION OF RECEIPT	AMOUNT OF INCREASE TO CASH

Attach additional information on appropriately labeled continuation sheets.

SUBTOTAL $

Schedule I Summary

1. Itemized increases to cash this period. ..... $ _____
2. Unitemized increases to cash of under $100 this period. ..... $ _____
3. Total of all interest received this period on loans made to others. (Schedule H, Column (e).) ..... $ _____
4. Total miscellaneous increases to cash this period. (Add Lines 1, 2, and 3. Enter here and on the Summary Page, Line 14.) ..... **TOTAL** $ _____

Campaign Menu

Campaign Transactions

Search by Filer, Payee, Employer...

Manuel Perez

Search

Download

Search Help

ACTIVE FILTERS: Date 01/01/2021 - 12/01/2023 ×

Filter

SEARCH RESULTS

Date	Filer Name	Amount	Type	Entity / Payee
2/22/2023	V. Manuel Perez for Supervisor 2026	$52.55	F460E (Payments made) SCH: 460E	Bank of America
2/20/2023	V. Manuel Perez for Supervisor 2026	$567.11	F460E (Payments made) SCH: 460E	El Mexicali II Caf I
2/16/2023	V. Manuel Perez for Supervisor 2026	$374.96	F460E (Payments made) SCH: 460E	WalMart
2/13/2023	V. Manuel Perez for Supervisor 2026	$425.10	F460E (Payments made)	Extra Space Storage

Date	Filer Name	Amount	Type	Entity / Payee
			SCH: 460E	
2/7/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F460E (Payments made) SCH: 460E	Brian Nestande
2/4/2023	V. Manuel Perez for Supervisor 2026	$300.35	F460E (Payments made) SCH: 460E	Original Joe's
2/2/2023	V. Manuel Perez for Supervisor 2026	$565.96	F460E (Payments made) SCH: 460E	LGS Prime Steakhouse
1/29/2023	V. Manuel Perez for Supervisor 2026	$1,924.68	F460E (Payments made) SCH: 460E	Spotlight Casino
1/25/2023	V. Manuel Perez for Supervisor 2026	$6,200.00	F460E (Payments made) SCH: 460E	Troast & Associates
1/13/2023	Perez for College of the Desert Board of Trustees 2026	$500.00	F460A (Monetary contributions) SCH: 460A	V Manuel Perez for Supervisor
1/13/2023	V. Manuel Perez for Supervisor 2026	$5,000.00	F460E (Payments made) SCH: 460E	Brian Nestande
1/13/2023	V. Manuel Perez for Supervisor 2026	$500.00	F460D (Summary of expenditures) SCH: 460D	Ruben Perez for Desert Community College District
1/13/2023	V. Manuel Perez for Supervisor 2026	$500.00	F460E (Payments made) SCH: 460E	Ruben Perez for Desert Community College District
1/13/2023	V. Manuel Perez for Supervisor 2026	$425.10	F460E (Payments made) SCH: 460E	Extra Space Storage

Date	Filer Name	Amount	Type	Entity / Payee
12/31/2022	V. Manuel Perez for Supervisor 2022	$20,000.00	F497P1 (Late contributions received) SCH: 497P1	Majestic Freeway Business Center, LLC (Edward Roski, Jr.)
12/31/2022	V. Manuel Perez for Supervisor 2022	$20,000.00	F460A (Monetary contributions) SCH: 460A	Majestic Freeway Business Center, LLC (Edward Roski, Jr.)
12/15/2022	V. Manuel Perez for Supervisor 2022	$500.00	F460D (Summary of expenditures) SCH: 460D	Latinas Lead California
12/15/2022	V. Manuel Perez for Supervisor 2022	$500.00	F460E (Payments made) SCH: 460E	Latinas Lead California
12/13/2022	V. Manuel Perez for Supervisor 2022	$2,000.00	F460D (Summary of expenditures) SCH: 460D	Latinas Lead California
12/13/2022	V. Manuel Perez for Supervisor 2022	$425.10	F460E (Payments made) SCH: 460E	Extra Space Storage
12/13/2022	V. Manuel Perez for Supervisor 2022	$2,000.00	F460E (Payments made) SCH: 460E	Latinas Lead California
12/9/2022	V. Manuel Perez for Supervisor 2022	$20.30	F460E (Payments made) SCH: 460E	Anedot
12/6/2022	V. Manuel Perez for Supervisor 2022	$110.71	F460E (Payments made) SCH: 460E	The Historic Mission Inn
12/1/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460E (Payments made) SCH: 460E	Brian Nestande

Date	Filer Name	Amount	Type	Entity / Payee
11/30/2022	V. Manuel Perez for Supervisor 2022	$130.02	F460E (Payments made) SCH: 460E	Cafe at Shields
11/17/2022	V. Manuel Perez for Supervisor 2022	$475.52	F460E (Payments made) SCH: 460E	Naples
11/13/2022	V. Manuel Perez for Supervisor 2022	$425.10	F460E (Payments made) SCH: 460E	Extra Space Storage
11/10/2022	V. Manuel Perez for Supervisor 2022	$750.00	F460E (Payments made) SCH: 460E	Troast & Associates
11/8/2022	V. Manuel Perez for Supervisor 2022	$137.83	F460E (Payments made) SCH: 460E	Heroes Restaurar & Brewery
10/27/2022	Committee to Elect Jacob Alvarez for DSUD 2022	$3,000.00	F460A (Monetary contributions) SCH: 460A	V. Manuel Perez for Supervisor 2022
10/24/2022	V. Manuel Perez for Supervisor 2022	$3,000.00	F497P2 (Late contributions made) SCH: 497P2	Committee to Elect Jacob Alvarez for DSUI 2022 Trustee Are 2
10/24/2022	V. Manuel Perez for Supervisor 2022	$3,000.00	F460D (Summary of expenditures) SCH: 460D	Committee to Elect Jacob Alvarez for DSUI 2022 Trustee Are 2
10/24/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460E (Payments made) SCH: 460E	Brian Nestande
10/24/2022	V. Manuel Perez for Supervisor 2022	$3,000.00	F460E (Payments made) SCH: 460E	Committee to Elect Jacob Alvarez for DSUI 2022 Trustee Are 2

Date	Filer Name	Amount	Type	Entity / Payee
10/18/2022	V. Manuel Perez for Supervisor 2022	$337.50	F460E (Payments made) SCH: 460E	Campaign Financ Services
10/17/2022	Dr. Noemi Hernandez Alexander for Riverside Unified School District, Area 1, 2022	$2,500.00	F497P1 (Late contributions received) SCH: 497P1	V Manuel Perez for Supervisor 2022
10/17/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460A (Monetary contributions) SCH: 460A	Harold Matzner
10/17/2022	V. Manuel Perez for Supervisor 2022	$494.50	F460E (Payments made) SCH: 460E	San Diego Padres
10/17/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F497P1 (Late contributions received) SCH: 497P1	Harold Matzner
10/17/2022	Dr. Noemi Hernandez Alexander for Riverside Unified School District, Area 1, 2022	$2,500.00	F460A (Monetary contributions) SCH: 460A	V Manuel Perez for Supervisor 2022
10/13/2022	V. Manuel Perez for Supervisor 2022	$425.10	F460E (Payments made) SCH: 460E	Extra Space Storage
10/12/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460D (Summary of expenditures) SCH: 460D	Democratic Women of the Desert
10/12/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460E (Payments made) SCH: 460E	Democratic Women of the Desert

Date	Filer Name	Amount	Type	Entity / Payee
10/12/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Dr. Noemi Hernandez Alexander for Riverside Unified School District, Area 1, 2022
10/12/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F497P2 (Late contributions made) SCH: 497P2	Jonathan Becerra for Indio City Council 2022
10/12/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Dr. Noemi Hernandez Alexander for Riverside Unified School District, Area 1, 2022
10/12/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F497P1 (Late contributions received) SCH: 497P1	Harold Matzner
10/12/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460D (Summary of expenditures) SCH: 460D	Jonathan Becerra for Indio City Council 2022
10/12/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460E (Payments made) SCH: 460E	Jonathan Becerra for Indio City Council 2022
10/12/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F497P2 (Late contributions made) SCH: 497P2	Democratic Women of the Desert
10/12/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460A (Monetary contributions) SCH: 460A	Harold Matzner
10/12/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Dr. Noemi Hernandez Alexander for Riverside Unified School District, Area 1, 2022

Date	Filer Name	Amount	Type	Entity / Payee
10/6/2022	V. Manuel Perez for Supervisor 2022	$260.72	F460E (Payments made) SCH: 460E	Hampton Inn
9/24/2022	Acuna 4 CVUSD Trustee 2022	$2,500.00	F460A (Monetary contributions) SCH: 460A	V. Manuel Perez for Supervisor 2022
9/24/2022	Acuna 4 CVUSD Trustee 2022	$2,500.00	F460A (Monetary contributions) SCH: 460A	V. Manuel Perez for Supervisor 2022
9/24/2022	Acuna 4 CVUSD Trustee 2022	$2,500.00	F497P1 (Late contributions received) SCH: 497P1	V. Manuel Perez for Supervisor 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Acuna 4 CVUSD 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Acuna 4 CVUSD 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Kimberly Barraza for Desert Health Care District, Zone 6 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Hurtado for Mayo 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Californians for a Better Futre
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Kimberly Barraza for Desert Health Care District, Zone 6 2022

Date	Filer Name	Amount	Type	Entity / Payee
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Acuna 4 CVUSD 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Californians for a Better Futre
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Californians for a Better Futre
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Hurtado for Mayo 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Hurtado for Mayo 2022
9/23/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Kimberly Barraza for Desert Health Care District, Zone 6 2022
9/21/2022	V. Manuel Perez for Supervisor 2022	$173.91	F460E (Payments made) SCH: 460E	Casuelas Cafe
9/21/2022	Re-Elect Aurora Wilson to COD Board 2022	$2,500.00	F460A (Monetary contributions) SCH: 460A	V. Manuel Perez For Supervisor 2022
9/21/2022	Re-Elect Aurora Wilson to COD Board 2022	$2,500.00	F497P1 (Late contributions received) SCH: 497P1	V. Manuel Perez For Supervisor 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460E (Payments made) SCH: 460E	Stephanie Virgen for Coachella City Council 2022

Date	Filer Name	Amount	Type	Entity / Payee
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Grace Garner for Palm Springs City Council, District 1 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$10,000.00	F460E (Payments made) SCH: 460E	Brian Nestande
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Committee to Elect Natalia Gonzalez for Desert Recreatior Board 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Committee to Elect Natalia Gonzalez for Desert Recreatior Board 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$1,000.00	F497P2 (Late contributions made) SCH: 497P2	Jan Pye for Deser Hot Springs City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Rick Saldivar for City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Grace Garner for Palm Springs City Council, District 1 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460D (Summary of expenditures) SCH: 460D	Steven Hernande for Mayor 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460D (Summary of expenditures) SCH: 460D	Stephanie Virgen for Coachella City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$1,000.00	F460D (Summary of expenditures) SCH: 460D	Jan Pye for Deser Hot Springs City Council 2022

Date	Filer Name	Amount	Type	Entity / Payee
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460D (Summary of expenditures) SCH: 460D	Josie Gonzalez fo Coachella City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Rick Saldivar for City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Re-Elect Aurora Wilson to College of the Desert Board 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F497P2 (Late contributions made) SCH: 497P2	Stephanie Virgen for Coachella City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$425.10	F460E (Payments made) SCH: 460E	Extra Space Storage
9/13/2022	V. Manuel Perez for Supervisor 2022	$1,000.00	F460E (Payments made) SCH: 460E	Jan Pye for Deser Hot Springs City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F497P2 (Late contributions made) SCH: 497P2	Steven Hernande for Mayor 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Rick Saldivar for City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460E (Payments made) SCH: 460E	Steven Hernande for Mayor 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460D (Summary of expenditures) SCH: 460D	Re-Elect Aurora Wilson to College of the Desert Board 2022

Date	Filer Name	Amount	Type	Entity / Payee
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Re-Elect Aurora Wilson to College of the Desert Board 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460E (Payments made) SCH: 460E	Josie Gonzalez fo Coachella City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Committee to Elect Natalia Gonzalez for Desert Recreatior Board 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F497P2 (Late contributions made) SCH: 497P2	Josie Gonzalez fo Coachella City Council 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F497P2 (Late contributions made) SCH: 497P2	Grace Garner for Palm Springs City Council, District 1 2022
9/12/2022	V. Manuel Perez for Supervisor 2022	$5,500.00	F460E (Payments made) SCH: 460E	Jesus Gonzalez
9/7/2022	V. Manuel Perez for Supervisor 2022	$2,500.00	F460E (Payments made) SCH: 460E	Troast & Associates
8/23/2022	V. Manuel Perez for Supervisor 2022	$579.78	F460E (Payments made) SCH: 460E	Hotel Lulu

Displaying 100 of 650 matching results

Results per page: 100

« ‹ Prev Page 2 of 7 Next › »

Advanced Search Results

Results Summary

$124,100.00 in 78 contributions (help/#results)

Important - Adjustments may apply for ballot measures. **Find out more. (help/prop-adj.php)**

BEVERLY BAILEY has contributed
Employee Contributions
$89,600.00 to **candidates**
$5,000.00 to **ballot measures**
$18,000.00 to **other committees**

Organizational Contributions
$11,000.00 to **candidates**
$500.00 to **other committees**

Contributions

Show 100 rows Sort by Date Descending **Update**

Download CSV (download_csv.php?w=WHERE+%28MATCH%28contributions_search_donors.DonorWords%29+AGAINST%28%3F+IN+BOOLEAN+MODE%29%29&d=a%3A1%3A%7Bi%3A0%3Bs%3A

(help/#results)

Showing **1** to **78** of **78** rows **Show more fields** (help/#results)

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
WALLIS, GREG	Greg Wallis for Assembly 2026	1477044	State Assembly		Bailey, Beverly		$1,000.00	Apr 2, 2026	Stronghold Engineering, Inc.	Chief Executive Officer
CASTILLO, LETICIA	Leticia Castillo for Assembly 2026	1477348	State Assembly		Bailey, Beverly		$2,500.00	Feb 15, 2026	Stronghold Engineering, Inc.	CEO
DELGADO, ED	Ed Delgado for Assembly 2026	1482140	State Assembly		Bailey, Beverly		$2,500.00	Nov 4, 2025	Stronghold Engineering, Inc.	CEO
CASTILLO, LETICIA	Leticia Castillo for Assembly 2026	1477348	State Assembly		Bailey, Beverly		$250.00	Nov 4, 2025	Stronghold Engineering, Inc.	CEO
STRICKLAND, TONY	Tony Strickland for Senate 2026	1467958	State Senate		Bailey, Beverly		$1,000.00	Oct 1, 2025	Stronghold Engineering	President/CEC
STRICKLAND, TONY	Tony Strickland for Senate 2026	1467958	State Senate		Bailey, Beverly		$500.00	Aug 22, 2025	Stronghold Engineering	President/CEC
BIANCO, CHAD	Bianco for Governor 2026	1479095	Governor		Beverly Bailey	1252771	$10,000.00	Jun 13, 2025		
STRICKLAND, TONY	Tony Strickland for Senate 2026	1467958	State Senate		Bailey, Beverly		$1,000.00	Sep 18, 2024	Stronghold Engineering Inc	President/CEC
ESSAYLI, BILL	Essayli for Assembly 2024	1457485	State Assembly		Bailey, Beverly		$1,000.00	Oct 20, 2023	Stronghold Engineering	President and CEO

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
	Rescue California-To Support the Recall of Gavin Newsom	1434853			Bailey, Beverly		$500.00	Jul 23, 2021	Stronghold Engineering Inc.	CEO
	LINCOLN CLUB OF RIVERSIDE COUNTY	1047832			BAILEY, BEVERLY		$500.00	Apr 8, 2021	STRONGHOLD ENGINEERING INC.	PRESIDENT
	Californians for a Better Future	1420444			The Bailey Family Trust		$500.00	Mar 22, 2021	Owner/Stronghold Engineering	Beverly Bailey/Trustee
	Assoc Builders & Contractors of SoCal (ABC So-Cal PAC)	1282257			Bailey, Beverly		$250.00	Jun 22, 2020	Stronghold Engineering	President/CEC
MELENDEZ, MELISSA	Melissa Melendez for Senate 2020	1422643	State Senate		Bailey, Beverly		$500.00	Feb 7, 2020	Stronghold Engineering, Inc.	President/CEC
	LINCOLN CLUB OF RIVERSIDE COUNTY	1047832			BAILEY, BEVERLY		$500.00	Jul 1, 2019	STRONGHOLD ENGINEERING INC.	PRESIDENT
ESSAYLI, BILL	Bill Essayli for Assembly 2018	1402831	State Assembly		Bailey, Beverly		$500.00	Sep 12, 2018	Stronghold Engineering	President/CEC
BAILEY, STEVEN	Judge Steven Bailey - Attorney General 2018	1389776	Attorney General		Bailey, Beverly		$1,000.00	Jul 26, 2018	Stronghold Engineering	President & CEO
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2018	1392806	State Assembly		Bailey, Beverly		$250.00	Jun 8, 2018	Stronghold Engineering, Inc.	President/CEC
ESSAYLI, BILL	Essayli for Assembly 2018	1402831	State Assembly		The Bailey Family Trust		$1,000.00	Apr 4, 2018	CEO/Stronghold Engineering	Beverly Bailey/Trustee
ALLEN, TRAVIS	Travis Allen for Governor 2018	1397257	Governor		Bailey, Beverly		$500.00	Oct 20, 2017	Stronghold Engineering	Owner
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2018	1392806	State Assembly		Bailey, Beverly		$500.00	May 3, 2017	Stronghold Engineering, Inc.	President/CEC
MAYES, CHAD	Chad Mayes for Assembly 2016	1374095	State Assembly		Bailey, Beverly		$250.00	Oct 26, 2016	Stronghold Engineering	President
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2016	1373799	State Assembly		Bailey, Beverly		$1,000.00	Apr 23, 2016	Stronghold Engineering, Inc.	President/CEC
LINDER, ERIC	Eric Linder for Assembly 2016	1374752	State Assembly		Bailey, Beverly		$1,000.00	Nov 14, 2015	Stronghold Engineering	President CEC
MAYES, CHAD	Chad Mayes for Assembly 2016	1374095	State Assembly		Bailey, Beverly		$100.00	Sep 29, 2015	Stronghold Engineering	President
ROTH, RICHARD D.	Major General Richard D. Roth, USAF (Ret.) for Senate 2016	1353520	State Senate		Bailey, Beverly		$250.00	Jun 12, 2015	Stronghold Engineering	Chief Executive Officer

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2014	1353839	State Assembly		Bailey, Beverly		$500.00	Sep 26, 2014	Stronghold Engineering	President/CEC
KASHKARI, NEEL	Neel Kashkari for Governor 2014	1362971	Governor		Bailey, Beverly		$10,000.00	Sep 10, 2014	Stronghold Engineering, Inc.	President / CEO
NGUYEN, JANET	JANET NGUYEN FOR SENATE 2014	1355589	State Senate		BAILEY, BEVERLY		$100.00	May 13, 2014	STRONGHOLD ENGINEERING	EXECUTIVE
STONE, JEFFREY E.	Jeff Stone for State Senate 2014	1360219	State Senate		Bailey, Mrs. Beverly		$250.00	Apr 10, 2014	Stronghold Engineering	President & CEO
MELENDEZ, MELISSA	Melissa Melendez for Assembly 2014	1353839	State Assembly		Bailey, Beverly		$500.00	Apr 4, 2014	Stronghold Engineering	President/CEC
LINDER, ERIC	ERIC LINDER FOR ASSEMBLY 2014	1355645	State Assembly		BAILEY, BEVERLY		$250.00	Mar 18, 2014	STRONGHOLD ENGINEERING	PRES.
MAYES, CHAD	Chad Mayes for Assembly 2014	1351732	State Assembly		Bailey, Beverly		$1,000.00	Feb 19, 2014	Stronghold Engineering	CEO
ROTH, RICHARD D.	Major General Richard D. Roth, USAF (Ret.) for Senate 2016	1353520	State Senate		Bailey, Beverly		$250.00	Oct 21, 2013	Stronghold Engineering	Chief Executive Officer & President
MANN, CHRIS	Chris Mann for State Assembly 2014	1353549	State Assembly		Bailey, Beverly		$250.00	Jun 24, 2013	Stronghold Engineering	President/CEC
	LINCOLN CLUB OF RIVERSIDE COUNTY	1047832			BAILEY, BEVERLY		$500.00	Mar 4, 2013	STRONGHOLD ENGINEERING INC.	PRESIDENT
	LINCOLN CLUB OF RIVERSIDE COUNTY	1047832			BAILEY, BEVERLY		$500.00	Jan 14, 2013	STRONGHOLD ENGINEERING INC.	PRESIDENT
ALLEN, TRAVIS	Travis Allen for Assembly 2012	1345986	State Assembly		Bailey, Beverly		$500.00	Nov 8, 2012	VP	Stronghold Engineering
	California Republican Party	1030435			Bailey, Beverly Anne		$5,000.00	Oct 12, 2012	STRONGHOLD ENGINEERING INC.	PRESIDENT & C.E.O.
ALLEN, TRAVIS	Travis Allen for Assembly 2012	1345986	State Assembly		Bailey, Beverly		$500.00	Aug 16, 2012		
MILLER, JEFF	Jeff Miller For Senate 2012	1340614	State Senate		Bailey, Beverly		$500.00	Apr 5, 2012	Stronghold Engineering, Inc.	CEO
ROTH, RICHARD D.	Major General Richard D. Roth, USAF (Ret.) for Senate 2012	1343709	State Senate		Bailey, Beverly		$250.00	Feb 24, 2012	Lamb Energy, Inc.	President
	ActBlue	1287846			BAILEY, BEVERLY		$250.00	Feb 24, 2012	LAMB ENERGY, INC	PRESIDENT
MILLER, JEFF	Jeff Miller For Senate 2012	1340614	State Senate		Bailey, Beverly		$500.00	Nov 7, 2011	Stronghold Engineering, Inc.	CEO

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
MILLER, JEFF	Friends of Jeff Miller For Assembly 2012	1334299	State Assembly		Bailey, Beverly		$500.00	May 31, 2011	Stronghold Engineering, Inc.	CEO
EMMERSON, BILL	ReElect Bill Emmerson for Senate 2012	1328303	State Senate		Bailey, Beverly		$250.00	Apr 11, 2011	Stronghold Engineering Inc	COO
WHITMAN, MARGARET C.	Meg Whitman for Governor 2010	1315455	Governor		Bailey, Beverly		$5,000.00	Sep 14, 2010	Stronghold Engineering	President/CEC
WHITMAN, MARGARET C.	Meg Whitman for Governor 2010	1315455	Governor		Bailey, Beverly		$5,000.00	Aug 23, 2010	Stronghold Engineering	President/CEC
WARREN, ACQUANETTA H.	WARREN FOR ASSEMBLY 2010, ACQUANETTA	1315947	State Assembly		Bailey, Beverly		$250.00	Apr 6, 2010	Stronghold Engineering, Inc.	President/CEC
BOGH, RUSSELL V.	Russ Bogh for Senate 2010	1323129	State Senate		Bailey, Mrs. Beverly		$3,900.00	Apr 3, 2010	Stronghold Engineering, Inc.	CEO
WARREN, ACQUANETTA H.	WARREN FOR ASSEMBLY 2010, ACQUANETTA	1315947	State Assembly		Bailey, Beverly		$1,000.00	Dec 20, 2009	Stronghold Engineering, Inc.	President/CEC
MILLER, JEFF	Friends of Jeff Miller for Assembly 2010	1314129	State Assembly		Bailey, Beverly		$500.00	Sep 12, 2009	Stronghold Engineering, Inc.	CEO
WHITMAN, MARGARET C.	Meg Whitman for Governor 2010	1315455	Governor		Bailey, Beverly		$1,250.00	Jun 24, 2009	Stronghold Engineering	President/CEC
HAGMAN, CURT	Hagman for Assembly	1297721	State Assembly		Bailey, Beverly		$100.00	May 13, 2008	Stronghold Engineering, Inc.	CEO/Presiden
GIRARD, ROSARIO	Friends of Rose Girard	1295155	State Assembly		Bailey, Beverly		$3,450.00	Jun 29, 2007	Stronghold Engineering	Owner
GIRARD, ROSARIO	Friends of Rose Girard	1295155	State Assembly		Bailey, Beverly		$150.00	Jun 5, 2007	Stronghold Engineering	Owner
SCHWARZENEGGER, ARNOLD	Californians for Schwarzenegger - 2006	1261585	Governor		Bailey, Ms. Beverly A.		$10,000.00	Apr 6, 2006	Stronghold Engineering, Inc.	CEO/COO
BOGH, RUSSELL V.	Russ Bogh Leadership Committee	1273784	State Senate		Bailey, Mrs. Beverly		$3,300.00	Mar 17, 2006	Stronghold Engineering, Inc.	President & CEO
SIMON JR., WILLIAM E.	Simon for Treasurer, Inc.	1264895	State Treasurer		Bailey, Mr. Beverly		$-250.00	Jan 25, 2006	Stronghold Engineering Inc.	President/CEC
SIMON JR., WILLIAM E.	Simon for Treasurer, Inc.	1264895	State Treasurer		Bailey, Mr. Beverly		$0.00	Nov 10, 2005	Stronghold Engineering Inc.	President/CEC

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
SCHWARZENEGGER, ARNOLD	Governor Schwarzenegger's California Dream Team	1261406	Governor	SUPPORTED: PROP 74 - PUBLIC SCHOOL TEACHERS. WAITING PERIOD FOR PERMANENT STATUS. DISMISSAL. INITIATIVE STATUTE. SUPPORTED: PROP 75 - PUBLIC EMPLOYEE UNION DUES. REQUIRED EMPLOYEE CONSENT FOR POLITICAL CONTRIBUTIONS. INITIATIVE STATUTE. SUPPORTED: PROP 76 - SCHOOL FUNDING. STATE SPENDING. INITIATIVE CONSTITUTIONAL AMENDMENT. SUPPORTED: PROP 77 - REAPPORTIONMENT. INITIATIVE CONSTITUTIONAL AMENDMENT.	Bailey, Scott & Beverly		$5,000.00	Oct 5, 2005	Stronghold Engineering, Inc.	Vice President & President
SIMON JR., WILLIAM E.	Simon for Treasurer, Inc.	1264895	State Treasurer		Bailey, Mr. Beverly		$250.00	Mar 15, 2005	Stronghold Engineering Inc.	President/CEC
SCHWARZENEGGER, ARNOLD	Governor Schwarzenegger's California Recovery Team	1261406	Governor		Bailey, Scott & Beverly		$10,000.00	Oct 7, 2004	Stronghold Engineering, Inc.	Vice President & President
BOGH, RUSSELL V.	Taxpayers for Russ Bogh	1254526	State Assembly		Bailey, Mrs. Beverly		$1,000.00	Aug 24, 2004	Stronghold Engineering, Inc.	President & CEO
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$50.00	Feb 17, 2004	Hospice of Petaluma	Special Events Coordinator
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$250.00	Jan 13, 2004	Hospice of Petaluma	Special Events Coordinator
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$1,000.00	Dec 10, 2003	Hospice of Petaluma	Special Events Coordinator
CRISTICH, CRISTI L.	Friends of Cristi Cristich	1253257	State Assembly		Bailey, Beverly A.		$1,000.00	Nov 6, 2003	Stronghold Engineering Inc.	President
BOGH, RUSSELL V.	Russ Bogh for Assembly 2000	1075463	State Assembly		Bailey, Mrs. Beverly		$3,200.00	Nov 4, 2003	Stronghold Engineering, Inc.	President & CEO
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$100.00	Sep 1, 2003	Hospice of Petaluma	Special Events Coordinator

Recipient Name	Recipient Committee	Recipient Committee ID	Office Sought	Ballot Measure(s)	Contributor Name	Contributor ID	Amount	Date	Contributor Employer	Contributor Occupation
BOGH, RUSSELL V.	Russ Bogh for Assembly 2000	1075463	State Assembly		Bailey, Mrs. Beverly		$1,000.00	Jun 30, 2003	Stronghold Engineering, Inc.	Self employed
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$100.00	May 30, 2003	Hospice of Petaluma	Special Events Coordinator
LEDDY, JIM	Friends of Jim Leddy	1250574	State Assembly		Bailey, Beverly		$500.00	Apr 16, 2003	Hospice of Petaluma	Special Events Coordinator
SIMON JR., WILLIAM E.	Bill Simon for Governor	1233478	Governor		Bailey, Mr. Beverly		$2,500.00	Oct 24, 2002	Stronghold Engineering Inc.	President/CEC
SIMON JR., WILLIAM E.	Bill Simon for Governor	1233478	Governor		Bailey, Mr. Beverly		$500.00	Sep 30, 2002	Stronghold Engineering Inc.	President/CEC
SIMON JR., WILLIAM E.	Bill Simon for Governor	1233478	Governor		Bailey, Mr. Beverly		$10,000.00	Sep 26, 2002	Stronghold Engineering Inc.	President/CEC
SIMON JR., WILLIAM E.	Bill Simon for Governor	1233478	Governor		Bailey, Mr. Beverly		$2,500.00	Jun 13, 2002	Stronghold Engineering Inc.	President/CEC
BOGH, RUSSELL V.	Friends of Russ Bogh	1236337	State Assembly		Bailey, Mrs. Beverly		$300.00	Nov 15, 2001	Stronghold Engineering, Inc.	Self employed

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Contributions data is current as of May 31, 2026.

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Manuel Perez

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SEARCH RESULTS

Date	Filer Name	Amount	Type	Entity / Payee
6/18/2025	V. Manuel Perez for Supervisor 2026	$150.00	F460A (Monetary contributions) SCH: 460A	Andres Coronel
6/18/2025	V. Manuel Perez for Supervisor 2026	$277.76	F460E (Payments made) SCH: 460E	Anedot
6/18/2025	V. Manuel Perez for Supervisor 2026	$250.00	F460A (Monetary contributions) SCH: 460A	Arreola for CVUSI Trustee 2024
6/17/2025	V. Manuel Perez for Supervisor 2026	$250.00	F460A (Monetary contributions) SCH: 460A	Keith Ross

Date	Filer Name	Amount	Type	Entity / Payee
6/16/2025	V. Manuel Perez for Supervisor 2026	$841.18	F460G (Payment made by agent) SCH: 460G	Amazon
6/13/2025	V. Manuel Perez for Supervisor 2026	$25,000.00	F497P1 (Late contributions received) SCH: 497P1	Harold Matzner
6/13/2025	V. Manuel Perez for Supervisor 2026	$5,000.00	F497P1 (Late contributions received) SCH: 497P1	Beverly Bailey

6/13/2025	V. Manuel Perez for Supervisor 2026	$10,000.00	(Monetary contributions) SCH: 460A	Alexander Haage
6/13/2025	V. Manuel Perez for Supervisor 2026	$25,000.00	F460A (Monetary contributions) SCH: 460A	Harold Matzner
6/13/2025	V. Manuel Perez for Supervisor 2026	$5,000.00	F460A (Monetary contributions) SCH: 460A	Beverly Bailey
6/13/2025	V. Manuel Perez for Supervisor 2026	$1,600.90	F460E (Payments made) SCH: 460E	Anedot
6/12/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	Greg Scott
6/12/2025	V. Manuel Perez for Supervisor 2026	$20.30	F460E (Payments made) SCH: 460E	Anedot
6/11/2025	V. Manuel Perez for Supervisor 2026	$620.34	F460E (Payments made) SCH: 460E	Jaime Alonso

Date	Filer Name	Amount	Type	Entity / Payee
6/1/2025	V. Manuel Perez for Supervisor 2026	$910.96	F460G (Payment made by agent) SCH: 460G	The Venetian Resort
5/23/2025	V. Manuel Perez for Supervisor 2026	$40.60	F460E (Payments made) SCH: 460E	Anedot
5/23/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	Fred Bell
5/22/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	Mark Feilers
5/22/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	Aftab Dada
5/22/2025	V. Manuel Perez for Supervisor 2026	$200.00	F460A (Monetary contributions) SCH: 460A	Ready for Council 5th District - 202
5/21/2025	V. Manuel Perez for Supervisor 2026	$2,500.00	F497P1 (Late contributions received) SCH: 497P1	Molly Woods
5/21/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	Aaron Leider
5/21/2025	V. Manuel Perez for Supervisor 2026	$2,500.00	F460A (Monetary contributions) SCH: 460A	Molly Woods
5/21/2025	V. Manuel Perez for Supervisor 2026	$161.20	F460E (Payments made) SCH: 460E	Anedot
5/21/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	Logan Adermatt

Date	Filer Name	Amount	Type	Entity / Payee
5/21/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	**Ron DeHarte**
5/20/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	**Kevin Farrenkopf**
5/17/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460A (Monetary contributions) SCH: 460A	**Stephen Nichols**
5/17/2025	V. Manuel Perez for Supervisor 2026	$20.30	F460E (Payments made) SCH: 460E	**Anedot**
5/15/2025	V. Manuel Perez for Supervisor 2026	$4.30	F460E (Payments made) SCH: 460E	**Anedot**
5/15/2025	V. Manuel Perez for Supervisor 2026	$100.00	F460A (Monetary contributions) SCH: 460A	**John Monahan**
5/2/2025	V. Manuel Perez for Supervisor 2026	$10,000.00	F460A (Monetary contributions) SCH: 460A	**Laborer's Union Local No. 777 Political Action Committee**
5/2/2025	V. Manuel Perez for Supervisor 2026	$10,000.00	F497P1 (Late contributions received) SCH: 497P1	**Laborer's Union Local No. 777 Political Action Committee**
5/1/2025	V. Manuel Perez for Supervisor 2026	$252.10	F460E (Payments made) SCH: 460E	**Restaurant San Miguel**
4/24/2025	V. Manuel Perez for Supervisor 2026	$1,995.65	F460E (Payments made) SCH: 460E	**Desert Promotions**
4/21/2025	V. Manuel Perez for Supervisor 2026	$576.00	F460G (Payment made by agent) SCH: 460G	**Wix.com**

Date	Filer Name	Amount	Type	Entity / Payee
4/21/2025	Laborer's Union Local No. 777 Political Action Committee	$10,000.00	F497P2 (Late contributions made) SCH: 497P2	PEREZ FOR SUPERVISOR 2026; V. MANUEL
4/21/2025	Laborer's Union Local No. 777 Political Action Committee	$10,000.00	F460E (Payments made) SCH: 460E	PEREZ FOR SUPERVISOR 2026; V. MANUEL
4/21/2025	Laborer's Union Local No. 777 Political Action Committee	$10,000.00	F460D (Summary of expenditures) SCH: 460D	PEREZ FOR SUPERVISOR 2026; V. MANUEL
4/18/2025	V. Manuel Perez for Supervisor 2026	$117.28	F460E (Payments made) SCH: 460E	Vallarta Supermarket
4/16/2025	V. Manuel Perez for Supervisor 2026	$20,000.00	F460A (Monetary contributions) SCH: 460A	Frederick Noble and Affiliated Entities
4/16/2025	V. Manuel Perez for Supervisor 2026	$20,000.00	F497P1 (Late contributions received) SCH: 497P1	Frederick Noble and Affiliated Entities
4/15/2025	V. Manuel Perez for Supervisor 2026	$21,219.00	F460B1 (Loans received) SCH: 460B1	V. Manuel Perez
4/15/2025	V. Manuel Perez for Supervisor 2026	$0.00	F460B1 (Loans received) SCH: 460B1	V. Manuel Perez
4/15/2025	V. Manuel Perez for Supervisor 2026	$21,219.00	F497P1 (Late contributions received) SCH: 497P1	V. Manuel Perez
4/15/2025	V. Manuel Perez for Supervisor 2026	$0.00	F460B1 (Loans received) SCH: 460B1	V. Manuel Perez
4/15/2025	V. Manuel Perez for Supervisor 2026	$0.00	F460B1 (Loans received) SCH: 460B1	V. Manuel Perez

Date	Filer Name	Amount	Type	Entity / Payee
4/14/2025	V. Manuel Perez for Supervisor 2026	$267.93	F460E (Payments made) SCH: 460E	Southwest Airlines
4/14/2025	V. Manuel Perez for Supervisor 2026	$324.27	F460E (Payments made) SCH: 460E	The Venetian Resort
4/14/2025	V. Manuel Perez for Supervisor 2026	$267.93	F460E (Payments made) SCH: 460E	Southwest Airlines
4/8/2025	V. Manuel Perez for Supervisor 2026	$10,000.00	F460A (Monetary contributions) SCH: 460A	Michael Scott
4/8/2025	V. Manuel Perez for Supervisor 2026	$20,000.00	F497P1 (Late contributions received) SCH: 497P1	Michael Scott
4/7/2025	V. Manuel Perez for Supervisor 2026	$16,328.47	F460E (Payments made) SCH: 460E	Troast & Associates
4/7/2025	V. Manuel Perez for Supervisor 2026	$1,500.00	F460A (Monetary contributions) SCH: 460A	Angelenos for Safe Transportation PAC Sponsored b L.A. Taxi Cooperative Inc. and South Bay Cooperative, Inc.
4/7/2025	V. Manuel Perez for Supervisor 2026	$5,000.00	F460A (Monetary contributions) SCH: 460A	Angelenos for Safe Transportation PAC Sponsored b L.A. Taxi Cooperative Inc. and South Bay Cooperative, Inc.
4/7/2025	V. Manuel Perez for Supervisor 2026	$5,000.00	F460A (Monetary contributions) SCH: 460A	Morongo Band of Mission Indians

Date	Filer Name	Amount	Type	Entity / Payee
4/7/2025	V. Manuel Perez for Supervisor 2026	$5,000.00	F497P1 (Late contributions received) SCH: 497P1	Angelenos for Safe Transportation PAC Sponsored b L.A. Taxi Cooperative Inc. and South Bay Cooperative, Inc.
4/7/2025	V. Manuel Perez for Supervisor 2026	$1,500.00	F497P1 (Late contributions received) SCH: 497P1	Angelenos for Safe Transportation PAC Sponsored b L.A. Taxi Cooperative Inc. and South Bay Cooperative, Inc.
4/7/2025	V. Manuel Perez for Supervisor 2026	$5,000.00	F497P1 (Late contributions received) SCH: 497P1	Morongo Band of Mission Indians
4/3/2025	V. Manuel Perez for Supervisor 2026	$2,500.00	F460A (Monetary contributions) SCH: 460A	Schuyler Joyner
4/3/2025	V. Manuel Perez for Supervisor 2026	$100.30	F460E (Payments made) SCH: 460E	Anedot
4/3/2025	V. Manuel Perez for Supervisor 2026	$2,500.00	F497P1 (Late contributions received) SCH: 497P1	Schuyler Joyner
4/1/2025	V. Manuel Perez for Supervisor 2026	$3,452.39	F460G (Payment made by agent) SCH: 460G	Los Angeles Dodgers
3/25/2025	V. Manuel Perez for Supervisor 2026	$313.67	F460E (Payments made) SCH: 460E	Pedro Aceves
3/20/2025	Wintec Energy Ltd; Frederick W. Noble; SRG; DD Land Company, LLC DE Land Company, LLC	$20,000.00	F461P5 (Contributions and expenditures made) SCH: 461P5	V. Manuel Perez For Supervisor 2026

Date	Filer Name	Amount	Type	Entity / Payee
	and Affiliated Entities			
3/5/2025	V. Manuel Perez for Supervisor 2026	$6,984.16	F460E (Payments made) SCH: 460E	Troast & Associates
3/3/2025	V. Manuel Perez for Supervisor 2026	$528.50	F460E (Payments made) SCH: 460E	Old Ebbitt Grill
2/28/2025	V. Manuel Perez for Supervisor 2026	$539.00	F460G (Payment made by agent) SCH: 460G	Viator
2/26/2025	V. Manuel Perez for Supervisor 2026	$12,000.00	F460G (Payment made by agent) SCH: 460G	Los Angeles Dodgers
2/5/2025	V. Manuel Perez for Supervisor 2026	$964.42	F460E (Payments made) SCH: 460E	Costco
1/10/2025	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Pablo Ivan Vargas
1/2/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460E (Payments made) SCH: 460E	Steven Hernande
12/26/2024	V. Manuel Perez for Supervisor 2026	$114.19	F460E (Payments made) SCH: 460E	Desert Promotions
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Guillermo Gonzalez
12/19/2024	V. Manuel Perez for Supervisor 2026	$150.00	F460E (Payments made) SCH: 460E	Grace Gardner
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made)	Pedro Aceves

Date	Filer Name	Amount	Type	Entity / Payee
			SCH: 460E	
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Victoria Perez
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Margarita Felix
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Esmeralda Perez
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Amy Cuen
12/19/2024	V. Manuel Perez for Supervisor 2026	$406.92	F460E (Payments made) SCH: 460E	Costco
12/19/2024	V. Manuel Perez for Supervisor 2026	$380.61	F460I (Misc Increases to cash) SCH: 460I	Costco
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Olga Rojas
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Alexis Perez
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Pat Cooper
12/19/2024	V. Manuel Perez for Supervisor 2026	$500.00	F460E (Payments made) SCH: 460E	Steven Hernande

Date	Filer Name	Amount	Type	Entity / Payee
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Darin Schemmer
12/19/2024	V. Manuel Perez for Supervisor 2026	$300.00	F460E (Payments made) SCH: 460E	Stephanie Virgen
12/19/2024	V. Manuel Perez for Supervisor 2026	$200.00	F460E (Payments made) SCH: 460E	Clara Dominguez
12/19/2024	V. Manuel Perez for Supervisor 2026	$1,200.00	F460E (Payments made) SCH: 460E	Eevaan Tre (Ivan Garcia)
12/16/2024	V. Manuel Perez for Supervisor 2026	$10,000.00	F497P1 (Late contributions received) SCH: 497P1	Kali Chaudhuri
12/16/2024	V. Manuel Perez for Supervisor 2026	$10,000.00	F460A (Monetary contributions) SCH: 460A	Kali Chaudhuri
12/3/2024	V. Manuel Perez for Supervisor 2026	$420.00	F460E (Payments made) SCH: 460E	Riverside County Executive Office
11/24/2024	V. Manuel Perez for Supervisor 2026	$7,500.00	F460E (Payments made) SCH: 460E	JPM&M Inc.
11/5/2024	Gonzalez Beatriz for Desert Community College Board Trustee 2024	$2,000.00	F497P1 (Late contributions received) SCH: 497P1	V. Manuel Perez for Supervisor 2022
11/5/2024	Gonzalez Beatriz for Desert Community College Board Trustee 2024	$2,000.00	F460A (Monetary contributions) SCH: 460A	V. Manuel Perez for Supervisor 2022

Date	Filer Name	Amount	Type	Entity / Payee
11/5/2024	Gonzalez Beatriz for Desert Community College Board Trustee 2024	$2,000.00	F460A (Monetary contributions) SCH: 460A	**V. Manuel Perez for Supervisor 2022**
11/4/2024	V. Manuel Perez for Supervisor 2026	$2,000.00	F497P2 (Late contributions made) SCH: 497P2	**Beatriz Gonzalez for Desert Community College Board Trustee 2024**
11/4/2024	V. Manuel Perez for Supervisor 2026	$2,000.00	F460D (Summary of expenditures) SCH: 460D	**Beatriz Gonzalez for Desert Community College Board Trustee 2024**

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Campaign Transactions

Search by Filer, Payee, Employer...

Steven Hernandez

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SEARCH RESULTS

Date	Filer Name	Amount	Type	Entity / Payee
1/2/2025	V. Manuel Perez for Supervisor 2026	$500.00	F460E (Payments made) SCH: 460E	Steven Hernande
12/19/2024	V. Manuel Perez for Supervisor 2026	$500.00	F460E (Payments made) SCH: 460E	Steven Hernande
11/5/2024	Gonzalez Beatriz for Desert Community College Board Trustee 2024	$1,000.00	F497P1 (Late contributions received) SCH: 497P1	Steven Hernande for Mayor 2024
11/5/2024	Gonzalez Beatriz for Desert Community College Board Trustee 2024	$1,000.00	F460A (Monetary contributions) SCH: 460A	Steven Hernande for Mayor 2024

Date	Filer Name	Amount	Type	Entity / Payee
11/5/2024	Gonzalez Beatriz for Desert Community College Board Trustee 2024	$1,000.00	F460A (Monetary contributions) SCH: 460A	Steven Hernande for Mayor 2024
11/1/2024	V. Manuel Perez for Supervisor 2026	$3,500.00	F460E (Payments made) SCH: 460E	Steven Hernande for Mayor 2024
11/1/2024	V. Manuel Perez for Supervisor 2026	$3,500.00	F460D (Summary of expenditures) SCH: 460D	Steven Hernande for Mayor 2024
11/1/2024	V. Manuel Perez for Supervisor 2026	$3,500.00	F497P2 (Late contributions made) SCH: 497P2	Steven Hernande for Mayor 2024
10/30/2024	Re-Elect Jocelyn Vargas for Coachella Valley Unified School District Area 4 2024	$428.00	F460C (Nonmonetary contributions) SCH: 460C	Steven Hernande for Mayor 2024
10/26/2024	Re-Elect Jocelyn Vargas for Coachella Valley Unified School District Area 4 2024	$327.00	F460C (Nonmonetary contributions) SCH: 460C	Steven Hernande for Mayor 2024
10/22/2024	Community Education PAC for a Better Imperial & Coachella Valley	$1,106.80	F460D (Summary of expenditures) SCH: 460D	Steven Hernande for Mayor 2024
9/28/2024	Gonzalez Beatriz for Desert Community College Board Trustee 2024	$1,000.00	F497P1 (Late contributions received) SCH: 497P1	Steven Hernande for Mayor 2024
9/28/2024	Gonzalez Beatriz for Desert Community College Board Trustee 2024	$1,000.00	F460A (Monetary contributions) SCH: 460A	Steven Hernande for Mayor 2024
9/28/2024	Gonzalez Beatriz for Desert Community	$1,000.00	F460A (Monetary contributions)	Steven Hernande for Mayor 2024

Date	Filer Name	Amount	Type	Entity / Payee
	College Board Trustee 2024		SCH: 460A	
9/22/2024	Arreola for CVUSD Trustee 2024	$1,000.00	F497P1 (Late contributions received) SCH: 497P1	Steven Hernande for Mayor 2024
9/21/2024	Arreola for CVUSD Trustee 2024	$1,000.00	F460A (Monetary contributions) SCH: 460A	Steven Hernande for Mayor 2024
9/21/2024	Arreola for CVUSD Trustee 2024	$1,000.00	F497P1 (Late contributions received) SCH: 497P1	Steven Hernande for Mayor 2024
7/27/2023	V. Manuel Perez for Supervisor 2026	$765.98	F460E (Payments made) SCH: 460E	Steven Hernande
6/28/2023	V. Manuel Perez for Supervisor 2026	$10,000.00	F460E (Payments made) SCH: 460E	Steven Hernande
11/2/2022	Kimberly Barraza for Desert Health Care District Zone 6 2022	$1,000.00	F497P1 (Late contributions received) SCH: 497P1	Steven Hernande for Mayor 2022
11/2/2022	Kimberly Barraza for Desert Health Care District Zone 6 2022	$1,000.00	F460A (Monetary contributions) SCH: 460A	Steven Hernande for Mayor 2022
10/21/2022	Irving Azoff & Affiliated Entities	$4,900.00	F497P2 (Late contributions made) SCH: 497P2	STEVEN HERNANDEZ FOR MAYOR 2022
10/21/2022	Irving Azoff & Affiliated Entities	$4,900.00	F461P5 (Contributions and expenditures made) SCH: 461P5	STEVEN HERNANDEZ FOR MAYOR 2022
10/10/2022	Acuna 4 CVUSD Trustee 2022	$2,000.00	F460D (Summary of expenditures)	Steven Hernande for Mayor 2022

Date	Filer Name	Amount	Type	Entity / Payee
			SCH: 460D	
10/10/2022	Acuna 4 CVUSD Trustee 2022	$2,000.00	F497P2 (Late contributions made) SCH: 497P2	Steven Hernande for Mayor 2022
10/10/2022	Acuna 4 CVUSD Trustee 2022	$2,000.00	F460D (Summary of expenditures) SCH: 460D	Steven Hernande for Mayor 2022
10/10/2022	Acuna 4 CVUSD Trustee 2022	$2,000.00	F460E (Payments made) SCH: 460E	Steven Hernande for Mayor 2022
10/10/2022	Acuna 4 CVUSD Trustee 2022	$2,000.00	F460E (Payments made) SCH: 460E	Steven Hernande for Mayor 2022
9/24/2022	Castulo Estrada for CVWD Director 2022	$4,000.00	F460E (Payments made) SCH: 460E	Steven Hernande for Mayor 2022
9/24/2022	Castulo Estrada for CVWD Director 2022	$4,000.00	F497P2 (Late contributions made) SCH: 497P2	Steven Hernande for Mayor 2022
9/24/2022	Castulo Estrada for CVWD Director 2022	$4,000.00	F460D (Summary of expenditures) SCH: 460D	Steven Hernande for Mayor 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460D (Summary of expenditures) SCH: 460D	Steven Hernande for Mayor 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F497P2 (Late contributions made) SCH: 497P2	Steven Hernande for Mayor 2022
9/13/2022	V. Manuel Perez for Supervisor 2022	$4,900.00	F460E (Payments made) SCH: 460E	Steven Hernande for Mayor 2022
9/8/2022	Brian Nestande for College of the Desert	$4,500.00	F460E (Payments made)	Steven Hernande for Mayor

Date	Filer Name	Amount	Type	Entity / Payee
	Board of Trustees 2022		SCH: 460E	
9/8/2022	Brian Nestande for College of the Desert Board of Trustees 2022	$4,500.00	F460D (Summary of expenditures) SCH: 460D	Steven Hernande
9/8/2022	Brian Nestande for College of the Desert Board of Trustees 2022	$4,500.00	F497P2 (Late contributions made) SCH: 497P2	Steven Hernande for Mayor
8/12/2022	Acuna 4 CVUSD Trustee 2022	$150.00	F460A (Monetary contributions) SCH: 460A	Steven Hernande
8/12/2022	Acuna 4 CVUSD Trustee 2022	$150.00	F460A (Monetary contributions) SCH: 460A	Steven Hernande
5/1/2021	Committee to Elect Dr. Edwin Gomez for Riverside County Superintendent of Schools 2022	$200.00	F460A (Monetary contributions) SCH: 460A	Steven Hernande
10/26/2020	Acuna 4 CVUSD Trustee 2022	$500.00	F460A (Monetary contributions) SCH: 460A	Steven A Hernandez for Mayor 2020
10/21/2020	Stephanie Virgen for CVUSD Trustee Area 1 2020	$2,000.00	F497P1 (Late contributions received) SCH: 497P1	Steven A Hernandez For Mayor 2020
10/21/2020	Stephanie Virgen for CVUSD Trustee Area 1 2020	$2,000.00	F460A (Monetary contributions) SCH: 460A	Steven A Hernandez For Mayor 2020
10/9/2020	Laborers' Local 1184 Political Campaign Fund	$300.00	F450P5 (Payments made) SCH: 450P5	Steven Hernande

Date	Filer Name	Amount	Type	Entity / Payee
10/2/2020	V. Manuel Perez for Supervisor 2022	$1,500.00	F460E (Payments made) SCH: 460E	Steven Hernande for Mayor 2020
10/2/2020	V. Manuel Perez for Supervisor 2022	$1,500.00	F460D (Summary of expenditures) SCH: 460D	Steven Hernande for Mayor 2020
10/2/2020	V. Manuel Perez for Supervisor 2022	$1,500.00	F497P2 (Late contributions made) SCH: 497P2	Steven Hernande for Mayor 2020
10/2/2020	Cástulo R. Estrada for CVWD Director 2014	$750.00	F460E (Payments made) SCH: 460E	Steven Hernande for Mayor 2020
10/2/2020	Cástulo R. Estrada for CVWD Director 2014	$750.00	F460D (Summary of expenditures) SCH: 460D	Steven Hernande for Mayor 2020
10/2/2020	Cástulo R. Estrada for CVWD Director 2014	$750.00	F460D (Summary of expenditures) SCH: 460D	Steven Hernande for Mayor 2020
10/2/2020	Cástulo R. Estrada for CVWD Director 2014	$750.00	F460E (Payments made) SCH: 460E	Steven Hernande for Mayor 2020
2/7/2020	Cástulo R. Estrada for CVWD Director 2014	$1,000.00	F460E (Payments made) SCH: 460E	Steven Hernande for Mayor 2020
2/7/2020	Cástulo R. Estrada for CVWD Director 2014	$1,000.00	F460D (Summary of expenditures) SCH: 460D	Steven Hernande for Mayor 2020
12/9/2016	Marion Ashley for Supervisor 2014	$249.00	F460E (Payments made) SCH: 460E	STEVEN HERNANDEZ

Date	Filer Name	Amount	Type	Entity / Payee
11/7/2016	Jaime Hurtado for Supervisor 2018	$100.00	F460A (Monetary contributions) SCH: 460A	Steven Hernande
10/28/2016	Jaime Hurtado for Supervisor 2018	$1,000.00	F497P1 (Late contributions received) SCH: 497P1	Steven Hernande for Mayor 2016
10/28/2016	Jaime Hurtado for Supervisor 2018	$1,000.00	F460A (Monetary contributions) SCH: 460A	Steven Hernande for Mayor 2016
10/1/2016	Jaime Hurtado for Supervisor 2018	$1,000.00	F460A (Monetary contributions) SCH: 460A	Steven Hernande for Mayor 2016
10/1/2016	Jaime Hurtado for Supervisor 2018	$1,000.00	F497P1 (Late contributions received) SCH: 497P1	Steven Hernande for Mayor 2016
12/4/2014	Marion Ashley for Supervisor 2014	$249.00	F460E (Payments made) SCH: 460E	STEVEN HERNANDEZ
10/9/2014	Laborer's Union Local No. 777 Political Action Committee	$1,000.00	F497P2 (Late contributions made) SCH: 497P2	Steven Hernande for Mayor 2014
10/9/2014	Laborer's Union Local No. 777 Political Action Committee	$1,000.00	F460E (Payments made) SCH: 460E	Steven Hernande for Mayor 2014
10/9/2014	Laborer's Union Local No. 777 Political Action Committee	$1,000.00	F460D (Summary of expenditures) SCH: 460D	Steven Hernande for Mayor 2014
10/9/2014	Cástulo R. Estrada for CVWD Director 2014	$1,000.00	F460A (Monetary contributions) SCH: 460A	STEVEN HERNANDEZ FOR MAYOR 2014,

Date	Filer Name	Amount	Type	Entity / Payee
12/2/2013	Marion Ashley for Supervisor 2014	$249.00	F460E (Payments made) SCH: 460E	STEVEN HERNANDEZ
12/2/2013	Marion Ashley for Supervisor 2014	$249.00	F460E (Payments made) SCH: 460E	STEVEN HERNANDEZ
12/2/2013	Marion Ashley for Supervisor 2014	$249.00	F460E (Payments made) SCH: 460E	STEVEN HERNANDEZ
12/2/2013	Marion Ashley for Supervisor 2014	$249.00	F460E (Payments made) SCH: 460E	STEVEN HERNANDEZ
12/2/2011	Marion Ashley for Supervisor 2014	$249.00	F460E (Payments made) SCH: 460E	STEVEN HERNANDEZ
12/31/2010	Marion Ashley for Supervisor 2014	$249.00	F460E (Payments made) SCH: 460E	STEVEN HERNANDEZ

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EXHIBIT E2-06

VIDEO REFERENCE — CITY OF COACHELLA CITY COUNCIL REGULAR MEETING

FPPC Complaint — Stephanie Virgen

Meeting:	City of Coachella City Council Regular Meeting
Date:	May 27, 2026
Source:	YouTube (City of Coachella official channel)
URL:	https://www.youtube.com/watch?v=FI1i-FUjboc
Accessed:	June 3, 2026

PURPOSE OF THIS EXHIBIT

This exhibit identifies the specific timestamp within the May 27, 2026 City of Coachella City Council Regular Meeting recording at which the complainant, Francisco Molina, made an on-record public statement regarding Council Member Stephanie Virgen's dual role as Supervisor Victor Manuel Perez's official representative to CSA 125 (Community Service Area 125 / Thermal Oasis Community Council). This statement constitutes on-record documentation that Virgen's dual role was raised publicly and that no council member or city attorney acknowledged or addressed the conflict at that meeting.

RELEVANT TIMESTAMP AND STATEMENT

Timestamp 1:10:22
Speaker: Francisco Molina, Complainant (public comment)

Summary: Complainant states on the public record that Council Member Virgen was present at the May 26, 2026 Thermal Oasis Community Council (CSA 125) meeting not as a Coachella Council Member, but as the official representative of Riverside County Supervisor Victor Manuel Perez's office to CSA 125. Complainant calls for this dual-role conflict to be included in the scope of the third party legal review ordered under Item 17.

Relevant Quoted Language: "Council member Virgen was present at that meeting, not as a Coachella Council member, but as the official representative of Riverside County Supervisor Victor Manuel Perez's office to CSA 125."

Relevance to Complaint: Establishes that the Virgen-Perez dual role conflict was raised on the public record at the May 27, 2026 council meeting and that no response or acknowledgment was made by any council member or city attorney, supporting the allegation that no disclosure or recusal analysis has

been conducted.

NOTE: The complete video recording is publicly accessible at the URL above. Complainant reserves the right to submit a full transcript or certified copy of the recording upon request by the Commission.

Prepared by: Francisco Molina, Complainant

Date Prepared: June 3, 2026

Contact: cityofcoachellawatchdogs@gmail.com

City Hall Council Chamber
1515 Sixth Street, Coachella, California
(760) 398-3502 ◆ www.coachella.org

MINUTES

CITY COUNCIL CLOSED SESSION AND
REGULAR MEETING
OF THE CITY OF COACHELLA
THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY
AND COACHELLA PARKS AND RECREATION FOUNDATION

February 11, 2026
4:00 PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

In-Person Meeting Location: Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA	**If you would like to attend the meeting via Zoom, here is the link:** **https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09** Or One tap mobile : 16699006833,,88457271898#,,,,*606140# Or Telephone: US: +1 669 900 6833 **Webinar ID: 884 5727 1898** **Passcode: 606140** **Spanish:** El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla

- Public comments may be received **either in person, via email, or via Zoom.**
  - **In Person:**

    Anyone wishing to speak in person during the public comment period or on a particular item is required to fill out a Request to Speak Form. In order to be recognized, a Request to Speak Form must be turned in to the City Clerk prior to the start of the public comment period or before the agenda item is taken up by Council on which you wish to provide a comment.
  - **In Real Time via Zoom:**

    If participating in real time via Zoom, during the public comment period, participants must be visible on camera and use the **"raise hand"** function on Zoom.
  - **In Writing via Email:**

    If providing a written comment by email, you may submit your public comment to the City Council by emailing cityclerk@coachella.org. To comment by email, submit your comments no later than 12 p.m. on the day of the meeting by emailing your name, agenda item (if applicable), and your comment. Any correspondence received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter, during the meeting and upon request one (1) hard copy of the written

public comments will be available for the public's view, and written comments will be retained for the official records. Written comments will not be read aloud at City Council meetings.

- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

CALL TO ORDER: - 4:00 P.M.

Mayor Hernandez called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 4:01 p.m.

ROLL CALL:

Present: Councilmember Perez, Councilmember Delgado (arrived at 4:15 p.m.), Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez

City Clerk

Absent: City Treasurer

APPROVAL OF AGENDA:

"At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda"

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)
   One (1) or More Potential Cases

2. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
   Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
   Two (2) or More Potential Cases

3. PUBLIC EMPLOYEE APPOINTMENT (Govt. Code Section 54957(b)(1))
   Title: Interim City Manager

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(1)
   Juan Ayala v. City of Coachella, Riverside County Superior Court, Case No. CVPS250281

RECONVENE REGULAR MEETING: - 6:00 P.M.

The City Council reconvened into open session at 6:02 p.m.

PLEDGE OF ALLEGIANCE:

City Manager Pattison led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

5. Presentation of Proclamation to Coachella Valley Little Arabs
6. Naming Options for the Sixth Street Seniors Apartments by Chelsea Investment Corporation

Mayor Hernandez abstained on item #6 and steps away at 6:01 p.m. and returned at 6:07 p.m.

WRITTEN COMMUNICATIONS:

None

PUBLIC COMMENTS (NON-AGENDA ITEMS) (LIMITED TO A MAXIMUM OF 30 MINUTES. IF ADDITIONAL TIME IS REQUIRED FOR PUBLIC COMMENTS, THEY WILL BE HEARD AFTER ITEM NO. 15. PUBLIC HEARING CALENDAR):

The public may address the City Council/Board/Corporation/ Authority on any item of interest to the public that is not on the agenda but is in the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.

None

CONSENT CALENDAR:

(It is recommended that Consent Items be acted upon simultaneously unless separate discussion and/or action is requested by a Council Member.)

7. Regular City Council Meeting Minutes of January 28, 2026, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
8. Quarterly Reports - Second Quarter (October - December) FY2025-2026
9. Voucher Listing- EFT's/Utility Billing Refunds/FY 2025-26 Expenditures as of February 11, 2026, $5,790,399.04

10. Authorize the City Manager to Execute Service Agreement Addendum with Vestis Services, LLC. to provide uniform and workplace supplies for a three year term

11. Approve Resolution No. 2026-09 Approving a Professional Services Agreement for Consulting Services with Roukema Consulting LLC for Assistance with the Development and Implementation of the Funding Program for Critical Electric Infrastructure in the City with a Not To Exceed Amount of $50,000

12. Approve Resolution No. 2026-10 Approving a Professional Services Agreement for Financial Advisory Services with Urban Futures, Inc. for Assistance with the Issuance of Bonds in Conjunction with the Formation of the Coachella Electric Financing Authority with a Not To Exceed Amount of $75,000

13. Approve Resolution No. 2026-11, Resolution WA-2026-01, Resolution SD-2026-01, and Resolution SA-2026-01 Approving a Professional Services Agreement with Urban Futures, Inc. to Provide Continuing Disclosure and Post-Issuance Compliance Services with a Total Five Year Not To Exceed Amount of $92,500 Distributed between the City of Coachella, the Coachella Water Authority, the Coachella Sanitary District, and the Successor Agency to the Coachella Redevelopment Agency

Motion: To approve the Consent Calendar

Made by: Mayor Pro Tem Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 5-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: None

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

14. Approve Municipal Utility Development Agreement with Coachella Valley Power Services, LLC for Implementation of the City's Municipal Electric Utility

Motion: To approve Municipal Utility Development Agreement with Coachella Valley Power Services, LLC for Implementation of the City's Municipal Electric Utility

Made by: Councilmember Virgen
Seconded by: Mayor Pro Tem Figueroa
Approved: 5-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: None

15. Authorize the City Manager to Execute Amendment #1 with the Following Consultants for On Call Engineering Services Project No. 082522: AKEL Engineering Group, Inc., BSE Engineering Inc, Dudek, Heptagon Seven, Kimley-Horn, Michael Baker International, SVA Architects Inc., TKE Engineering Inc.

Motion: To authorize the City Manager to Execute Amendment #1 with the Following Consultants for On Call Engineering Services Project No. 082522: AKEL Engineering Group, Inc., BSE Engineering Inc, Dudek, Heptagon Seven, Kimley-Horn, Michael Baker International, SVA Architects Inc., TKE Engineering Inc

Made by: Mayor Pro Tem Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 5-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: None

16. Approve Lease Agreement with El Tranvia, Inc. for the City-Owned Building Located at 1258 Sixth Street in the Downtown Pueblo Viejo District and Authorize the City Attorney to Approve Minor Changes to the Lease Agreement Prior to its Execution

Motion: To approve Lease Agreement with El Tranvia, Inc. for the City-Owned Building Located at 1258 Sixth Street in the Downtown Pueblo Viejo District and Authorize the City Attorney to Approve Minor Changes to the Lease Agreement Prior to its Execution

Mayor Hernandez abstains on item #16 and steps away at 6:50 p.m. and returns at 6:50 p.m.

Made by: Councilmember Delgado
Seconded by: Councilmember Perez
Approved: 4-0:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, and Mayor Pro Tem Dr. Figueroa
NOES: None
ABSTAIN: Mayor Hernandez
ABSENT: None

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

Mayor Hernandez adjourned the meeting at 7:26 p.m.

Angela Zepeda
City Clerk

EXHIBIT E2-08

SUPPLEMENTAL EVIDENCE — PENDING SUBMISSION

CSA 125 Thermal Oasis Community Council Meeting — May 26, 2026

FPPC Complaint — Stephanie Virgen

Meeting:	Thermal Oasis Community Council (CSA 125) Regular Meeting
Date:	May 26, 2026
Location:	87-229 Church Street, Thermal, CA
Host Organization:	Desert Recreation District
Status:	SUPPLEMENTAL EVIDENCE — NOT YET OBTAINED

PURPOSE OF THIS EXHIBIT

This exhibit is a placeholder for supplemental evidence documenting Council Member Stephanie Virgen's attendance at the May 26, 2026 Thermal Oasis Community Council (CSA 125) regular meeting in her capacity as Supervisor Victor Manuel Perez's official representative. This evidence is directly relevant to the dual-role conflict alleged in this complaint and will be submitted to the Commission upon receipt.

ANTICIPATED FORMS OF EVIDENCE

One or more of the following documents are expected to confirm Virgen's attendance and representative role at the May 26, 2026 CSA 125 meeting:

• Sign-in sheet from the May 26, 2026 CSA 125 meeting documenting Virgen's attendance and representative capacity, believed to be in the possession of CSA 125 and/or the Desert Recreation District.

• Written statement from a CSA 125 council member confirming Virgen's presence and role at the meeting. Ernie Rios, Chair of the Thermal Oasis Community Council CSA 125, is identified as a potential confirming witness.

• Official meeting minutes of the May 26, 2026 CSA 125 regular meeting, expected to document the identity of Supervisor Perez's official representative in attendance.

CORROBORATING ON-RECORD STATEMENT

Pending receipt of the above documents, the complainant's on-record public statement at the May 27, 2026 Coachella City Council regular meeting (timestamp 1:10:22, YouTube: https://www.youtube.com/watch?v=FI1i-FUjboc) constitutes corroborating documentation. At that meeting the complainant stated on the public record that Virgen was present at the May 26 CSA 125 meeting as Supervisor Perez's official representative, and verbally informed the council and city attorney of Virgen's employment relationship with Supervisor Perez's office. No council member or city attorney acknowledged or addressed the conflict at that meeting. See Exhibit E2-06.

STATUS AND TIMELINE

A formal records request to CSA 125 and the Desert Recreation District has not yet been submitted as of the date of this filing. The complainant anticipates submitting the request within the near term and expects to receive responsive documents within 7 to 10 business days of submission. Supplemental evidence will be provided to the Commission by email or by whatever method the Commission requires upon receipt.

NOTE: The complainant respectfully requests that the Commission accept this placeholder as notice of pending supplemental evidence and reserves the right to supplement this exhibit upon receipt of the requested records.

Prepared by: Francisco Molina, Complainant

Date Prepared: June 3, 2026

Contact: cityofcoachellawatchdogs@gmail.com

MUNICIPAL UTILITY DEVELOPMENT AGREEMENT

THIS MUNICIPAL UTILITY DEVELOPMENT AGREEMENT ("***Agreement***"), dated as of February [__], 2026 (the "***Effective Date***"), is entered into by and between the City of Coachella, a municipal corporation and general law city, hereinafter referred to as the "***City***," and Coachella Valley Power Services, LLC, a California limited liability company, sometimes hereinafter referred to as "***Provider***". City and Provider are hereinafter sometimes referred to individually as a "***Party***" and together as "***Parties***".

RECITALS

A. The Coachella City Council adopted Resolution No. 2019-62 authorizing the formation of a municipally owned electric utility ("***CMU***") for the purpose of providing electrical power to greenfield areas in the Eastern portion of the City ("***Greenfield Service Area***") that lack the necessary facilities and energy infrastructure needed for commercial and industrial development.

B. Imperial Irrigation District ("***IID***") provides limited electrical service within the Greenfield Service Area, but for various reasons and financing limitations, this service is not sufficient to support the level of economic development envisioned by the City to attract and incentivize growing energy intensive industries such as data centers and technology driven industries. The purpose of the CMU is to establish a new utility that can be responsive and flexible to meet the City's energy needs on the Eastside.

C. The City issued that certain Request for Proposals for Public-Private Partnership Development Team for Implementation of Energy Delivery System for Municipal Electric Utility on January 31, 2025 ("***RFP***"). The purpose of the RFP was to identify a private partner who could bring the capital investment and development expertise necessary to jump start the City's effort to develop electrical infrastructure for the CMU and thereafter operate and expand this infrastructure to serve the commercial and industrial energy demand of CMU customers pursuant to a turn-key service provider agreement with CMU.

D. Stronghold Power Systems, Inc. ("***SPSI***"), responded to the RFP and was selected to negotiate a public-private partnership agreement on May 7, 2025. SPSI's proposal coupled energy infrastructure development with the development of significant customer load in the form of a technology campus to be developed in phases and to include anchor tenants operating data centers with an immediate need for electrical service. The combination of energy demand and a commitment to infrastructure to meet that demand is critical to the success of the SPSI proposal and the economic development of the City. SPSI has formed and owns a majority interest in Provider as a project entity that will be responsible for the development and operation of the CMU.

E. The City desires to engage Provider as its private development partner and turn-key operator for the CMU within the area designated as the New Municipal Utility Phase 1 Area which is shown on the map attached hereto as ***Exhibit "A"*** ("***NMU***"). It is contemplated that the NMU may be expanded to incorporate a second stage within property that is adjacent to the NMU within the unincorporated County of Riverside subject to the success of the phase 1 development.

F. As part of the engagement of Provider pursuant to this Agreement, Provider will provide the following services: (i) site permitting for phase 1 of the technology campus within the NMU and design and permitting for the electrical infrastructure to serve the NMU; (ii) the construction of all electrical infrastructure necessary for the CMU to act as the load serving entity for the NMU, all of which electrical infrastructure will be either be transferred or leased to the CMU following construction (with any lease

being a financing vehicle with eventual ownership transferred to the CMU at the end of the Term); (iii) the management of energy procurement and contracting for the CMU to serve load within the NMU, including interconnections with IID and Southern California Edison ("***SCE***") pursuant to existing open access transmission tariffs ("***OATT***"), as necessary to import energy to meet the demands of NMU customers; (iv) all applicable compliance activities necessary in connection with the operation of the CMU within the NMU, including compliance with state resource adequacy and renewables portfolio standard requirements and federal and state reporting obligations; (v) all day to day operations and system maintenance on behalf of the CMU as the turn-key operator; and (vi) all financing and capital investment necessary to carry out the foregoing obligations.

G. City and Provider desire to document the terms and conditions upon which City will engage Provider to provide the services set forth herein and Provider will provide such services to the City.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

1. Scope of Agreement.

1.1. Scope of the Project. For the purposes of this Agreement, the "***Project***" will be the design, permitting and construction of all electrical infrastructure necessary for the CMU to serve electrical load for the NMU. A description of the infrastructure that is currently contemplated for the NMU is attached as ***Exhibit "B"*** ("***Project Infrastructure Plan***"). The Project Infrastructure Plan will be finalized in connection with the issuance of the Notice to Proceed (as defined in Section 2.1) and the infrastructure included within the final Project Infrastructure Plan will be referred to herein as the "***Project Infrastructure***". The services necessary for the completion of the Project in accordance with the Project Infrastructure Plan are referred to herein as the "***Project Services***".

1.2. Scope of Operation and Maintenance Services. For the purposes of this Agreement, "***O&M Services***" means the services necessary to operate and maintain the Project and all Project infrastructure, including all maintenance and repair of the Project Infrastructure, handling all customer service requests, reading meters and providing all information necessary for the City to do monthly billing and collection of utility bills for service provided by the CMU. A more detailed list of O&M Services is attached hereto as ***Exhibit "C"***, which list will be finalized prior to the Utility Operations Date (as defined in Section 3.6). Provider may enter into an agreement with a qualified subcontractor that is owned or controlled by Provider, including CMU Operations, LLC ("***CMU Operations***"), pursuant to which such qualified subcontractor will perform O&M Services. Any subcontractor that is not owned or controlled by Provider will be subject to the prior written approval of City. Provider will be responsible for the faithful performance of any subcontractor, including CMU Operations, with the requirements of this Agreement.

1.3. Scope of Energy Services. For the purposes of this Agreement, "***Energy Services***" means (i) the procurement and scheduling of all electrical energy needed to serve customer load within the NMU; (ii) the procurement of all regulatory products such as resource adequacy and renewable energy to meet the California Renewable Portfolio Standard; (iii) the preparation of all required regulatory compliance reports for review by CMU counsel prior to filing; and (iv) the posting of all collateral or credit assurance required by energy providers in connection with the procurement of electrical energy and regulatory products ("***Credit Support***") by the CMU. A more detailed list of Energy Services is attached hereto as ***Exhibit "D"***, which list will be finalized prior to the Commencement of Operations. It is contemplated that certain of the Energy Services may be subcontracted by Provider with the prior consent

of the City to specialist consultants such as the roles of scheduling coordinator and energy portfolio management.

1.4. Status of Provider. The Provider will act as a project developer and service provider for the CMU in accordance with the terms of this Agreement and pursuant to the authority of the CMU as an instrumentality of the City. At no time will Provider engage in providing electrical utility service as a private party to customers within the NMU, nor shall Provider be deemed to be a private utility in connection with the services provided pursuant to this Agreement. Neither Provider, nor the CMU, shall be deemed to dedicate any of Provider's separate property or the Project Infrastructure for public use. The Project Infrastructure will be owned or controlled by the CMU on behalf of the City in accordance with the terms of this Agreement.

2. Development Period.

2.1. Development Period.

(a) This Agreement shall be effective as of the Effective Date, but the obligations of the Parties to proceed with the Project in accordance with the terms of this Agreement shall be conditioned upon the assumptions, contingencies and conditions precedent for the development, design and financing of the Project which are set forth in Sections 2.3 through 2.7 (collectively, the "***Conditions Precedent***") and which are waivable only upon mutual agreement of the Parties. It is anticipated that the development, design and approval of the Project will take place over a period of [twelve (12)] months commencing with the Effective Date and as it may be extended pursuant to Section 2.2 (the "***Development Period***"). The purpose of the Development Period will be to ensure the feasibility of the Project and the ability of Provider to fulfill and finance its obligations hereunder. The decision to proceed is intended to be taken no later than the end of the Development Period. If all of the Conditions Precedent have been satisfied to the reasonable satisfaction of the City and Provider has given written notice to the City of its intent to proceed prior to the end of the Development Period, then the City will provide a written notice to proceed with the Project ("***Notice to Proceed***"). The Notice to Proceed will include the attachments set forth in Section 2.10. The Notice to Proceed will serve as the authorization by the City for the implementation of the Project and the commencement of construction of the Project Infrastructure. If Provider does not give written notice of its intent to proceed by 5:00 p.m. on the last business day of the Development Period, then City will have the right to terminate this Agreement. Notwithstanding the foregoing, if at any time during the Development Period, Provider does not believe, in its sole discretion, that the Project is feasible to proceed, then Provider may terminate this Agreement on thirty (30) days written notice to City and neither Provider nor City will have any further obligations hereunder, except as provided in this Section 2.1 and for any indemnity obligations of pursuant to this Agreement.

(b) In the event that the City elects not to issue a Notice to Proceed for reasons unrelated to any Event of Default by Provider or a failure of the Conditions Precedent, or if Provider terminates this Agreement during the Developer Period as a result of any material breach of the City's obligations under this Agreement. The costs incurred by Developer during the Development Period are fully at risk to Developer and City will have no obligation to reimburse same. Payment shall be made within thirty (30) days following submission of reasonable documentation of costs by Provider. The City acknowledges that Provider's Development Period activities are undertaken in good faith reliance on City's cooperation and representations set forth in this Agreement.

2.2. Development Schedule. An initial Project development schedule is attached hereto as ***Exhibit E*** ("***Development Schedule***"). The Parties will work together in good faith during the Development Period to complete milestones in accordance with the Development Schedule set forth herein. City and Provider agree that the timeframes reflected in the Development Schedule are intended to keep

the Project on track for the Project to commence construction in the [4th calendar quarter of 2026], with the Project commencing operations in the [first calendar quarter of 2029]. During the Development Period, Provider will provide a detailed monthly report to the Working Group on all activities undertaken in the prior month with respect to the development of the Project, including a copy of all documents or applications submitted in connection with meeting the LSE Requirements. Except as expressly set forth in this Section 2.2, timeframes for completion of a task in the Development Schedule are intended to be a guideline and delays in particular tasks will not be cause for default or termination provided that a Party is performing under this Agreement in good faith and with reasonable diligence. Notwithstanding the foregoing, any extension of the Development Period will be subject to the approval of City, which approval will not be unreasonably withheld if there are circumstances outside of the control of Provider that have caused a delay in the development process, including without limitation, delays by third parties to process permits or approvals, delays in obtaining electric interconnection and transmission service or gas interconnection, transmission and supply arrangements, delays in the approval of the Project by City as a result of third party litigation or threats of litigation and delays in the ability of the Provider to complete milestones as a result of City's failure to review or approve Project development deliverables in accordance with the timeframes set forth herein. Notwithstanding the foregoing, Provider will have a one-time option to extend, in its sole discretion, the Development Period for a period one hundred eighty (180) days. If either Party believes that the other is not proceeding in accordance with its obligations under this Section 2 and such failure is causing a delay in the Development Schedule, the concerned Party will give written notice to the other Party along with any requested extension in the Development Schedule as a result of the delay. A Party who receives such a notice will provide a written response along with a revised timeframe for completion of the task. If the Party causing the delay is City, then the Development Period will be extended by the duration of the delay.

2.3. Development Assumptions. Except as may be agreed by City and Provider pursuant to Section 2.4, the development process will proceed on the basis of the following assumptions ("***Development Assumptions***"):

(a) The Project will initially serve a 240 acre technology campus within the NMU ("***Technology Campus***") with a minimum of 270 MW of electrical capacity to serve a data center project comprised of six buildings and associated infrastructure that is expected to utilize the available energy capacity as shown on the map attached hereto as ***Exhibit F***;

(b) It is currently contemplated that the Project Infrastructure Plan will include one or more microgrids with fuel cells located adjacent to buildings on the Technology Campus (collectively, the "***Project Microgrid***"). The purpose of the Project Microgrid will be to meet a portion of the demand on-site as well as to provide backup power and enhance reliability. A permanent easement will be granted on behalf of the CMU within the Technology Campus to allow for the ownership and operation of the Project Microgrid;

(c) The Project Infrastructure Plan will constitute all of the infrastructure necessary for the operation of the Project within the NMU for the Technology Campus;

(d) The Project will be able to interconnect with IID and/or SCE to obtain access pursuant to the applicable OATT for the import of electrical energy to serve demand within the NMU;

(e) City and Provider intend that the CMU will provide electrical service within the NMU service territory by exercising the City's legal authority under California law. Notwithstanding the foregoing, City may enter into a cooperative arrangement with IID with respect to the rights of the CMU and IID to provide service within the NMU as contemplated in Section 13.2;

(f) Concurrent with the execution of this Agreement, Provider has delivered to the City a preliminary financial plan for the funding of the Project. City acknowledges that this plan is subject to change over the course of the Development Period. No later than the end of the Development Period, Provider will have determined whether there is a viable final financial plan for the Project that provides (i) sufficient funding for the construction of the Project; (ii) operation of the CMU by Provider; and (iii) a rate structure that is consistent with section 2.3(g). If Provider has made such determination, it will deliver a copy of such final financial plan for the Project ,to City along with reasonable documentation of its details and assumptions, all of which will be subject to verification by the City;

(g) The rate structure for electrical service within the NMU and customers within the Technology Campus will be consistent with the assumptions set forth on ***Exhibit "G"*** ("***Rate Assumptions***");

(h) The compensation of Provider for the Project Services, O&M Services and Energy Services provided pursuant to this Agreement will be consistent with the assumptions set forth on ***Exhibit "H"*** ("***Service Fee***");

(i) Provider will be able to demonstrate the ability to fund all of its obligations under this Agreement, including the construction of the Project Infrastructure, including any necessary financing commitments from private lenders or investors, on terms which are acceptable to Provider in its sole discretion;

(j) The Technology Campus will have sufficient water rights and access to water distribution infrastructure necessary to support process water for cooling and fire suppression and domestic water service will be provided by City of Coachella Water Division and Coachella Valley Water District;

(k) City will be the local permitting agency for the Project, subject to compliance with applicable federal, state and local laws, rules and regulations, and it is expected that the City will be the lead agency for the purposes of environmental compliance under the California Environmental Quality Act ("***CEQA***"); and

(k) The Project will be subject to compliance with City building and planning codes, provided that (1) the City will use its best efforts to expedite the planning process and the issuance of necessary building permits and approvals; and (2) the City will waive all fees for planning and building permits to the extent permitted by law.

No later than the end of the Development Period, Provider will confirm with City whether it believes that the Project is feasible based on the Development Assumptions pursuant to the written notice described in Section 2.2. If Provider determines that a material change in the scope of the Development Assumptions is necessary as a result of its analysis during the Development Period, then Provider will provide to City written notice of the proposed change in scope ("***Project Change Notice***") and the City and Provider will work together in good faith to agree on a reasonable change in scope for the Project and a corresponding amendment to the Agreement. If City and Provider, each in its sole discretion, cannot agree on a change in scope within ninety (90) days of the Project Change Notice, then either Party may terminate this Agreement.

2.4. Design Phase. Provider and City will move forward with the design phase of the Project ("***Design Phase***"), with the goal of accomplishing the following milestones within six (6) months following the Effective Date:

(a) Provider will deliver a 70% design of the Project Infrastructure, which design will be subject to review and approval by the City, which approval will not be unreasonably withheld provided it is consistent with the terms of this Agreement;

(b) Provider will deliver all CEQA Documentation (as defined in Section 2.7) that is necessary for City to complete its CEQA review of the Project in accordance with the requirements of City; and

(c) Provider and City, as applicable, will commence the application process for any permits and approvals that are required by any third party, government agency or regulatory authority with respect to the construction and operation of the Project, including any interconnection agreement or transmission application required for the import of energy into the NMU. Provider will be responsible for preparing all such applications for review and approval by the City prior to filing with the applicable third party, government agency or regulatory authority.

2.5. Pre-Construction Phase. Subject to successful completion of the Design Phase as set forth in Section 2.4, Provider and City will move forward with the "***Pre-Construction Phase***" of the Project, with the goal of accomplishing the following milestones prior to the end of the Development Period:

(a) Provider will complete the final design of the Project, which will be incorporated into Exhibit "B", and will commence negotiation of contracts for the construction of the Project Infrastructure;

(b) The City, in consultation with Provider, will develop rules and regulations for the operation of the CMU and the City and Provider will agree on a technical protocol for the delivery of the O&M Services by Provider;

(c) Provider and the City will agree on the final scope of Energy Services as set forth in Exhibit "D" and which, if any, of such Energy Services will be subcontracted by Provider;

(d) City will complete the CEQA review pursuant to Section 2.7 and to the extent City approves CEQA with mitigation conditions, City and Provider shall agree in writing on the schedule for the satisfaction of all such conditions. In the event that City does not approve the Project pursuant to Section 2.7, then City and Provider will meet and confer on such changes to the Project as may be necessary to satisfy the requirements of CEQA and the Development Period will be extended to allow for agreement on such changes and any appropriate mitigation conditions; and

(e) Provider, with the cooperation of City, will have obtained firm commitments or agreement for any interconnection agreements or transmission applications with IID and/or SCE which are necessary to establish electrical service for the NMU. If such commitments have not been obtained or have been challenged by IID and/or SCE during the Development Period, then Provider and City will meet and confer to determine whether it is feasible to proceed, whether to challenge or defend any actions taken by IID and/or SCE in connection with such applications or agreements, and to explore any alternatives that may be available, including the negotiation of a three-Party agreement between Provider, the CMU and the applicable transmission provider, regarding the scope of services provided to the CMU.

2.6. Development Agreements for the Technology Campus. During the Development Period, Provider shall have obtained firm commitments from developers and/or anchor tenants for the Technology Campus. The terms and conditions for such development will be in the sole discretion of

Provider, provided, however, that such commitments must demonstrate sufficient load for the viability of commencement of construction of the Project Improvements and the eventual operation of the CMU.

2.7. CEQA.

(a) City will be the lead agency for evaluating the environmental impact of the Project under CEQA. Provider will be responsible for the preparation of all reports and other documentation necessary for CEQA compliance, including an environmental impact report and all technical studies necessary for City to properly evaluate the environmental impact of the Project (collectively, the "***CEQA Documents***") and the submission of those proposed documents to the City for its independent review, as well as complying with any mitigation measures that may be required in connection with the Project.

(b) The submission of the CEQA Documents and the completion of the CEQA process and any approval by the City's governing board will be a condition precedent to moving forward with the Project beyond the Development Period, and the Parties agree that nothing herein constitutes a commitment by the City to issue any such approvals or otherwise restricts the City's ability to impose feasible mitigation measures or consider or adopt feasible alternatives (including the "no project" alternative) as part of its CEQA process.

2.8. Litigation Indemnity and Cooperation Agreement. Provider will indemnify and cooperate in the defense of City from any claim or lawsuit which is filed challenging and right of the CMU to serve customers within the NMU and any permit or approval required in connection therewith, including the approval of the Project by City pursuant to CEQA. Notwithstanding the foregoing, in the event of any such legal challenge, City and Provider will meet and confer to discuss the feasibility of defending such challenge and moving forward with the Agreement. If the Parties cannot agree on a strategy to move forward, including the allocation of the costs of such defense, then either Party may terminate this Agreement. However, the obligation by Provider to indemnify and cooperate in the defense of the City shall survive any termination of this Agreement or rescission of any approvals. The City and Provider are parties to an existing Joint Defense/Common Interest Agreement that will remain in effect during the Term of this Agreement as the Parties may mutually agree to modify it from time to time.

2.9. Development Period Costs. Except as otherwise expressly set forth in this Section 2, Provider will be responsible for all costs incurred in connection with the activities described herein. Provider acknowledges and agrees that it is entirely at-risk with respect to the completion of the Conditions Precedent applicable to it that are necessary for the issuance of the Notice to Proceed and that the City is not obligated to incur any cost or expense beyond what is set forth in this Section 2, or as otherwise agreed by the City during the Development Period, to mitigate any impediment to the satisfaction of the Conditions Precedent. The City shall be responsible for the actual cost of the City's third party consultants (including legal, engineering and energy industry professionals) incurred in connection with carrying out the City's obligations under this Section 2, as well as all costs associated with staff time. Furthermore, to the extent that the City commissions its own independent review of the feasibility of any aspect of the Project, the City will pay the cost of such review and the legal fees or costs in connection therewith.

2.10. Effect of Termination. If this Agreement is terminated by the City or Provider during the Development Period as provided in this Section 2, then the obligations of Provider and City will terminate (other than any indemnity obligations of Provider pursuant to Section 2.8) and neither Party will have any remaining obligation to the other. In no event shall the City be responsible to reimburse Provider for any cost or expense incurred by Provider in connection with the activities of the Parties during the Development Period. Provider will remain the owner of all designs and engineering drawings prepared in connection with the Project Infrastructure. The City will have the right to use any consulting report, study

or analysis prepared in connection with feasibility studies prepared by Provider in connection with the Project or any interconnection agreement or transmission application. The City will remain the owner of any independent consulting report, study or analysis prepared by the City or its consultants.

2.11. Notice to Proceed. The Notice to Proceed will include (i) a final agreed version of the Project Infrastructure Plan; (ii) the final scope of the Energy Services and any agreed change to the Project Services and/or the O&M Services; (iii) the final Project financial plan, Rate Assumptions and Service Fee; (iv) the agreed rules and regulations for the operation of the CMU and technical protocol for O&M Services; and (v) any mutually agreed Project Change Notice or amendment to this Agreement in connection with the issuance of the Notice to Proceed. Exhibit "E" of this Agreement will be updated from the Development Schedule to the "***Project Implementation Schedule***" showing all milestones from the Notice to Proceed to the projected date for the commencement of operations of the CMU.

2.12. Agreement Commencement. The Term of this Agreement will commence as of the date of the Notice to Proceed ("***Commencement Date***"). Provider shall thereafter commence construction of the Project Infrastructure in accordance with the requirements of Section 3.

3. Construction of Project Infrastructure.

3.1. Construction Period. The period from the Commencement Date through the Utility Operations Date will be referred to herein as the "***Construction Period***".

3.2. Construction Documents. Within forty-five (45) days of the Commencement Date, Provider shall provide the City with a complete set of final designs, plans and specifications for the Project Infrastructure as agreed during the Development Period (***"Construction Documents"***). Provider shall have a one-time option to extend for thirty (30) days, in its sole discretion, the delivery of the Construction Documents.

3.3. Permits. Provider is solely responsible for procuring all required building and other permits and approvals required for the construction of the Project Infrastructure, including without limitation, compliance with the requirements of the City ("***Project Permits***").

3.4. Obligations of Provider. The construction of Project Infrastructure shall be in a good and workmanlike manner and otherwise in accordance with the provisions of this Agreement and the Construction Documents and the Project Permits. Provider, or its construction contractor(s), will obtain and deliver to City one or more performance bond(s) in the amount of the cost of the construction of the Project Infrastructure in accordance with the requirements of Section 5956.6(b)(2) of the Government Code. The scope of such performance bonds will be limited to ensuring that the City can take control of the completion of construction of Project Infrastructure following an Event of Default by Provider under this Agreement. To the extent required by applicable law, all improvements and work must be inspected and approved by the applicable governmental agency. All work will be subject to City inspection and approval, subject to providing reasonable notice to Provider and its contractors. City will reasonably cooperate with Provider as necessary for the application process for any permits and approvals that were not obtained during the Development Period. All of Provider's contractors shall carry the insurance required by this Agreement while working on within the NMU and shall name City as an additional insured. Provider shall have the sole responsibility for the construction of the Project Infrastructure and may perform the same itself or through agents, contractors and others selected by it, and may make or issue such contracts, orders, receipts and instructions, and in general do or cause to be done all such other things, as it may in its sole discretion consider requisite or advisable for the construction of the Project Infrastructure and fulfilling its obligations under this Section. All improvements required or permitted by this Agreement will be constructed by licensed contractors. Each contractor that performs work on the Project Infrastructure

pursuant to an agreement with Provider shall be bound by the terms of this Agreement related to indemnity and insurance and Provider shall further be responsible for all acts of such contractors while working on the Project within the NMU. Upon reasonable notice to Provider, City will have the right to enter upon and inspect all construction activities of Provider and its contractors, provided, however, that City will comply with all safety requirements in connection with the presence of its agents or employees on the applicable work site while construction activities are ongoing, and will not interfere with such activities. City shall indemnify and hold Provider harmless pursuant to Section 10(b) for any losses or claims for personal injury, death or property damage to the Project or the Project site to the extent caused by City agents' or employees' negligence or willful misconduct during such access.

3.5. Prevailing Wage. To the extent required by applicable law, Provider will be responsible for complying with the prevailing wage requirements of the State of California in the construction of all of the Project Infrastructure and will indemnify and hold harmless City for any failure to comply with such requirements.

3.6. Completion of Construction. It is anticipated that the construction of the Project Improvements will require approximately twenty-four months (24) months to complete as set forth in the Project Implementation Schedule. Provider shall have a one-time option in its sole discretion, to extend the completion of construction up to six (6) months. The date upon which the Project Infrastructure is ready to commence utility operations shall be referred to herein as the "***Utility Operations Date***". For the purposes of this Agreement, "***utility operations***" shall mean that the Project Infrastructure is capable of accepting delivery of electrical load from the interconnection point with IID and/or SCE and distribute such electrical load to customers within the NMU generally and more specifically, the Technology Campus. Provider shall promptly notify City of the cause of any delay in construction and the expected impact on the projected Utility Operations Date. Provider will actively manage the construction of the Project and will monitor Provider's contractor(s) work for compliance with their obligations under any contracts for the construction of the Project Infrastructure. In the event of a delay in the projected Utility Operations Date, Provider will work with City to mitigate such delay so as not to delay the delivery of electrical service to customers in the NMU. If such delay continues for a period in excess of six (6) months, then City shall be entitled to deliver a notice of default to Provider. If utility operations have not commenced within six (6) months following the date of such notice of default, then the City may terminate the Agreement. The City will have the right to inspect and approve all of the Project Infrastructure prior to the commencement of utility operations and Provider will promptly remedy any work on the Project Infrastructure that the City reasonably deems non-conforming with the Construction Documents and Project Permits. Approval by the City will not relieve Provider of any of its obligations with respect to the O&M Services. Provider will deliver the following documents to City promptly after the Project Infrastructure has been completed: (i) copies of the "as built" plans for the Facility and the Solar System, including CAD drawings if requested by City; (ii) final lien waivers and all permits, certificates, and sign-offs required to be issued by applicable governmental agencies in connection with the Project Permits; and (iii) if applicable, copies of any approvals of Project Infrastructure that is built in connection with an interconnection agreement with IID and/or SCE.

3.7. Ownership and Risk of Loss. During the Construction Period, Provider shall at all times remain the owner of the Project Infrastructure and all improvements, facilities and equipment used therein. Provider shall bear the risk of loss of the Project Infrastructure as a result of any casualty during such period. As of the Utility Operations Date, all Project Infrastructure and the real property upon which it is located may be transferred to the CMU or leased to the CMU by Provider to the CMU and the City will accept same, subject to its right of inspection and acceptance in Section 3.6. The terms of any lease will be subject to the approval of City, in its reasonable discretion. With respect to any lease that is used for financing purposes of the Project Infrastructure, in no event will such lease create any obligation of the City for the repayment of any debt or financing except as otherwise contemplated in this Agreement and at the

end of the Term, the Project Infrastructure will be transferred to the CMU at no cost or expense. During the remainder of the Term, Provider will retain the risk of loss for the Project Infrastructure as the turn-key operator for purposes of the O&M Services, provided, however, that Provider will not be responsible for any damage to the Project Infrastructure that is directly caused by the negligent acts or willful misconduct of the City, its agents, employees and contractors.

3.8. Real Property. As of the Commencement Date, Provider will have acquired all real property rights necessary for the Project Infrastructure.

3.9. Project Infrastructure Easements. Within thirty (30) days of the Commencement Date, City will grant to the CMU a non-exclusive easement and right of way for the Term of the Agreement to install, use, maintain and repair Project Infrastructure within the NMU to provide electrical and telecommunications service to customers within the NMU. To the extent that any easements or rights of way are required across private land, Provider will acquire such easements or rights of way on behalf of the CMU in a form that is acceptable to Provider and the City. The term of all easements described herein will be perpetual.

4. Commencement of Utility Operations.

4.1. Pre-Operation Activities. It is the intent of Provider and the City that the commencement of utility operations by the CMU will occur on the Utility Operations Date. In connection therewith, Provider, with the cooperation of the City, will take all steps necessary to prepare the CMU as a load serving entity, including registration with all governmental agencies or authorities with jurisdiction over the activities of the CMU, including its ability to schedule and receive electrical deliveries through the OATT, and all regulatory filings that are necessary prior to the commencement of utility operations. A list of such filings as of the Effective Date of this Agreement is attached hereto as ***Exhibit "I"*** ("***LSE Requirements***"). Provider will prepare all such filings for review and approval of the City and will coordinate with City to ensure that filings are made in accordance with the advance reporting and notifications necessary under applicable law. Provider will provide City with no less than thirty (30) days for the review of all filings prior to the required filing date and the City will provide any comments or feedback to Provider no later than ten (10) days prior to the required filing date. Provider will further develop an energy procurement and operations plan no less than [twelve (12)] months prior to the projected Utility Operations Date and commence procurement of energy in connection with such plan. Provider agrees that the goal of the CMU with respect to procurement will be to be fully hedged for projected energy requirements during the first two (2) years of operations as of the Utility Operations Date.

4.2. Operating Budget. Provider shall prepare an initial operating budget for the CMU based on the final financial plan no less than twelve (12) months prior to the projected Utility Operations Date that includes all anticipated revenue and expenses of the CMU during the first two (2) years of operations. The budget will include categories for energy procurement, general expenses payable by the City to the extent the City is required to be the contracting Party, general expenses payable by Provider as the turn-key operator and anticipated maintenance and repair expenses for the Project Infrastructure. Provider will thereafter prepare annual operating budgets for the CMU during the Term, which budgets will be subject to review and verification by the CMU that the budget is consistent with the approved rate structure of the CMU. The operating budget will be updated after the first year of operations and each year thereafter.

4.3. O&M Services; Utility Operations Center.

(a) Following the Utility Operations Date, Provider will provide turn-key services for the operation of the CMU within the NMU for the duration of the Term. Such services will be

provided pursuant to the scope of O&M Services on Exhibit "C", as well as the rules and regulations of the CMU and the technical protocol adopted pursuant to Section 2.5(b).

(b) Provider and CMU will cooperate on the development of a utility administration and operations center for the CMU. The City currently owns two parcels located on Industrial Way, south of 52d Avenue, Assessor's Parcel Numbers 763400017 and 763400016, comprising a combined approximately seven (7) acres, that the Provider has identified as desirable locations. Said parcels are currently included in a feasibility study concerning potential sites for a new rail hub within the City, but in the event that the parcels are not selected for that purpose, the City will discuss with Provider the fair market value of the parcels and the potential for the City's transfer of such parcels for CMU administration and operations.

4.4. CMU Working Group; Risk Management Committee.

(a) The operation and management of the CMU will be coordinated between Provider, CMU and the City through a management committee designated as the "Working Group". The Working Group is intended to include the following individuals (or such other individuals as Provider and City may agree): (i) the general manager of Provider with respect to CMU operations; (ii) two management level representatives of Provider directly involved in the day to day activities of Provider with respect to the CMU; (iii) the general manager or director of the CMU appointed by the City to oversee CMU operations; and (iv) the City Manager or his or her designee. The members of the Working Group may invite employees and third parties who are under contract with Provider, CMU or the City to attend Working Group meetings from time to time to report on or discuss various topics relevant to the development and operation of the CMU, provided that any third party attending a meeting must be subject to a duty of confidentiality. If legal counsel for Provider or City/CMU is invited to attend a meeting of the Working Group, then advance notice will be given to the members so that the other party may have legal counsel attend as well. The Working Group will meet as often as the members believe is necessary to carry out their responsibilities under this Section 4.4, but in no event less than once per month. The Working Group is intended to be a collaborative body for cooperation amongst Provider, City and CMU and does not change any of the respective rights or obligations of the parties pursuant to this Agreement. The Working Group not does not have the authority to modify or amend the terms of this Agreement, but may make recommendations to Provider and the City Council regarding modifications.

(b) The primary purpose of the Working Group will be to discuss operations and where appropriate, make decisions with respect to carrying out the development and operation of the CMU within the framework of the terms and conditions set forth in this Agreement and the policies and regulations adopted by the CMU pursuant to Section 2.5(b), as the same may be amended from time to time. It is expected that the Working Group will formalize strategy and performance criteria for CMU operations, subject to the oversight of the City Council in its role as the governing board of the CMU. On matters requiring governing board approval, such as rate setting pursuant to Section 7.1, the Working Group may make recommendations to the City Council.

(c) The Working Group will further provide a mechanism to resolve differences of opinion and disputes regarding the operation of the CMU or the interpretation of this Agreement at the management level. Disputes that cannot be resolved by the Working Group will be subject to dispute resolution pursuant to Section 29.

(d) The City Council may appoint one or more ad-hoc committees to provide oversight of CMU operations, including a risk management committee that will meet periodically to review the energy portfolio of the CMU, operating risks due to changes in the energy market and such other matters as the City Council may determine. It is intended that such committees will be informational in nature,

allowing the Working Group to keep the City Council appraised of the status of CMU development and operational activities on a periodic basis.

4.5. Changes in Law. Provider, as the turn-key operator of the CMU within the NMU will be responsible for compliance with all changes in federal, state or local law regarding the operation of the CMU. Notwithstanding the foregoing, the City will not adopt any ordinance that would expand the obligations or limit the compensation of Provider pursuant to this Agreement.

4.6. Audit. The City, or its designated accounting firm, at the City's expense, will have the right to perform an annual audit of the operation of the CMU that are conducted by Provider and Provider will reasonably cooperate with such audit.

5. Expansion of the NMU.

5.1. Campus Expansion. The Project will be planned and permitted (to the extent possible prior to annexation) with the intent of expanding the Technology Campus on 210 acres of property adjacent to the NMU that is located on unincorporated land of the County of Riverside ("***Campus Expansion***"). Such stage two expansion is intended to require an additional approximately 300 MW of electrical capacity to serve additional data centers or other technology businesses. The Campus Expansion will require annexation of the adjacent property into the boundaries of the City.

5.2. Process for Campus Expansion. The expansion of the NMU for the Campus Expansion will be within the scope of this Agreement and subject to all of the terms hereof. At such time as SPSI desires to proceed with the Campus Expansion, it will provide written notice to the City of its intent and the timing for the development of the infrastructure required for such expansion, as well as all requirements necessary for the CMU to expand its service territory to meet the needs of the Campus Expansion. The City will cooperate with SPSI for the annexation of the Campus Expansion into the boundaries of the City and the subsequent service of the Campus Expansion by the CMU provided that the following requirements are satisfied:

(i) SPSI is not in breach of any of its obligations under this Agreement;

(ii) SPSI has procured financing for the infrastructure necessary for the CMU to serve the Campus Expansion;

(iii) SPSI has firm commitments with developers and/or anchor tenants for the Campus Expansion; and

(iv) SPSI will indemnify and defend the City and the CMU from any claim arising in connection with the permits and approvals for the expansion in the same manner as Section 2.8.

5.3. Future Expansion. Provider will have the first right of refusal to serve the expansion of the CMU to serve areas outside of the NMU (except for the Campus Expansion) within the Greenfield Service Area. The actual terms and conditions of such expansion will be subject to mutual agreement of Provider and the City. If Provider and the City cannot agree on the terms of any such expansion following good faith negotiation, then the City reserves its right for the CMU to undertake such expansion separate and apart from the obligations of the Parties pursuant to this Agreement provided that no such action will interfere with the ongoing provision of utility service to the NMU for the duration of the Term. Provider acknowledges and agrees that its obligations under this Agreement are not contingent upon any future promise or agreement to provide services on behalf of the City outside of the NMU.

6. Term.

6.1. Term of Agreement. The "***Term***" of this Agreement will initially be the Development Period; provided, however, that this Agreement may be terminated during the initial Term pursuant to Section 2. Following the issuance of the Notice to Proceed, the Term will be that period of time commencing upon the Commencement Date and continuing until the twentieth (20th) anniversary of the Utility Operations Date.

6.2. Renewal. The City and Provider, upon mutual agreement, may extend the Term of this Agreement for two (2) additional five (5) year periods (each, a "***Renewal Term***") upon the terms set forth herein or as otherwise mutually agreed.

6.3. Expiration. The last day of the Term (as extended by any Renewal Term) is referred to herein as the "***Expiration Date***".

7. CMU Rates, Revenue and Expenses.

7.1. CMU Rates. The CMU will set rates for service to customers in the NMU consistent with the rate assumptions that are set forth in Exhibit "G", subject to the compliance by the CMU and the City with the requirements of applicable law. Notwithstanding the participation of Provider in making recommendations with respect to rates, the final authority to set rates for the CMU will at all times be in the final discretion of the governing board of the CMU.

7.2. CMU Revenue. During the Term, all revenue earned by the CMU from the provision of electrical service to customers within the NMU will be deposited into a separate lockbox account owned and controlled by the CMU ("***Utility Lockbox Account***"). Such lockbox account will provide that such revenue may only be withdrawn from the lockbox account in accordance with the payment priorities set forth in Section 7.3. CMU shall ensure that distributions from the Utility Lockbox Account occur in such a manner that CMU payment obligations, whether managed by the City or Provider, are timely met and CMU operations are not interrupted or adversely affected.

7.3. Distributions of Revenue. The revenue of the CMU that is held in the Utility Lockbox Account will be distributed in the following order of priority:

(i) obligations due to energy providers for the CMU;

(ii) obligations for general expenses of the CMU which are fiscal obligations of the CMU;

(iii) obligations for general expenses of the CMU that are administered by Provider pursuant to the O&M Services;

(iv) the rate retention payable to the CMU as set forth in Exhibit "H";

(v) the funding of operating and uncollectible reserve funds as agreed by the City and Provider; and

(vi) all remaining revenue will be distributed to Provider for the Service Fee.

7.4 Payment of Expenses. It is anticipated that the revenue of the CMU will be sufficient for the payment of all expenses, including the rate retention payable to the CMU and the Service

Fee of Provider. Notwithstanding the foregoing, to the extent that the revenue is insufficient to cover the items set forth in clauses (i) through (iv) of Section 7.3, the City and Provider shall meet and confer to implement recommendations on rate adjustments to cover such shortfall or to the extent that the shortfall is temporary, to draw upon reserves. The City and the CMU will cooperate with Provider to avoid operating shortfalls and subject to the authority of the governing board of the CMU to set rates, the foundational principle for setting rates will be to ensure that the costs and expenses of operating the CMU are provided for in good faith. Notwithstanding the foregoing, it is the primary responsibility of Provider to anticipate costs and make recommendations on any necessary rate adjustments and Provider shall be responsible to the extent that there is a revenue shortfall. To the extent that the shortfall is the result of energy procurement expenses exceeding anticipated revenues due to changes in the market or demand that were not anticipated in Provider's hedging strategy for the CMU, then Provider and the City will meet and confer to discuss a change in applicable rates.

8. Compensation for Project Infrastructure and Services.

8.1. Service Fee. Provider will be compensated for all of its obligations under this Agreement, including the construction and financing of the Project Infrastructure and the provision of the Project Services, O&M Services and the Energy Services, pursuant to the Service Fee that is described on Exhibit "H".

8.2. No Cost Reimbursement. Provider will not be entitled to any cost reimbursement by the City for the acquisition and construction of the Project Infrastructure. Provider will be solely responsible for the repayment of all financing procured by Provider for the Project and the fulfillment of its obligations under this Agreement. To the extent that any lender or investor requires a pledge of revenues or fees from Provider, such pledge shall come solely from the payment of the Service Fee and will perfected by Provider and its lenders or investors through the use of a separate lockbox account into which Service Fee is paid from the Utility Lockbox Account.

9. Insurance. During the Term, Provider shall procure and maintain insurance of the types and in the amounts described on ***Exhibit "J"***. The City shall procure and maintain wildfire insurance at the City's sole cost and expense through the City's joint powers insurance authority and Provider shall have no obligation to procure or maintain such insurance.

10. Indemnification.

(a) Provider shall defend, indemnify and hold harmless City, its elected officials, officers, employees, and agents, from any and all actual or alleged claims, demands, causes of action, liability, loss, damage or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state or local governmental body or agency ("***Claims***"), arising out of any acts, omissions, negligence or willful misconduct of Provider, its personnel, employees, agents or subcontractors in connection with this Agreement, including Provider, the construction of the Project Infrastructure and the performance of the Project Services, O&M Services or the Energy Services. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, reasonable attorney's fees and related costs or expenses, and the reimbursement of City, its elected officials, officers, employees, and/or agents for all reasonable legal expenses and costs incurred by each of them. This indemnification will not apply to the extent that a Claim is caused by the negligence or willful misconduct of City or its employees or agents. Provider's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, officers, employees, or agents.

(b) City shall defend, indemnify and hold harmless Provider, its directors, officers, employees, and agents, from any and all third party Claims arising out of the negligent acts or willful misconduct of City, its personnel, employees, agents or subcontractors in connection with the operation of the Project Infrastructure or while present on any sites that are operated by Provider, as well as any damage to the Project Infrastructure that is caused by such negligent acts or willful misconduct. This indemnification will not apply to the extent that a Claim is caused by the negligence or willful misconduct of Provider or its employees or agents. City's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by Provider, its elected officials, officers, employees, or agents.

11. No Consequential Damages. EXCEPT FOR THE INDEMNIFICATION OF THIRD PARTY CLAIMS, NEITHER PARTY HEREUNDER SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, INCIDENTIAL, EXEMPLARY, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE OR IN TORT OR CONTRACT.

12. Inspection. Upon at least twenty-four (24) hours prior written notice to Provider (or, in the case of emergency, such notice as shall be practicable under the circumstances), Provider shall permit City and its agents to enter into and upon the Project Infrastructure at all reasonable times for the purpose of inspecting the same. City shall indemnify and hold Provider harmless pursuant to Section 10(b) for any losses or claims for personal injury, death or property damage to the Project or the Project site to the extent caused by City agents' or employees' negligence or willful misconduct during such access.

13. Cooperation.

13.1 Cooperation Regarding Agreement. The Parties shall negotiate with one another fairly and in good faith and shall cooperate with one another to effectuate the purposes of the Agreement. In particular, the Parties recognize and agree that Provider shall be obtaining project finance to support the development and construction of the Project Infrastructure. City shall cooperate with Provider and its financing parties to assist and support that process. Additionally, City shall support and cooperate with Provider's efforts to develop the Project and secure federal, state and local permits. All approvals required to be given by any Party shall be given or denied on good faith and may not be unreasonably denied. Each Party shall use due diligence in its attempt to accomplish any act required to be accomplished by that Party. City shall cooperate with Provider in mitigating adverse impacts from force majeure and other events beyond either Party's reasonable control that can impede Provider's performance of its obligations under this Agreement. City shall also reasonably cooperate with Provider in mitigating adverse impacts to the Project from condemnation, eminent domain, and local resistance. City shall reasonably cooperate with Provider to contact regulatory agencies and obtain information that Provider deems necessary or advisable for development of the Project; *provided, however*, that (a) the costs for obtaining such permits, licenses, instruments and approvals, including the reasonable out-of-pocket costs and expenses incurred by City in cooperating with Provider, will be paid by Provider; and (b) in no event will City be required to agree to covenants or conditions of approval which would have a material adverse effect on the City. City understands and agrees that its cooperation in this regard is essential to successful development of the Project.

13.2 Cooperation Regarding NMU Service Area. City hereby authorizes Provider to jointly, with the City Manager, negotiate with IID regarding the acquisition by or transfer to the City, or coordination with the City, of IID's facilities within the NMU and surrounding areas. Provider shall coordinate such negotiations with the City Manager and shall provide regular status reports to CMU. Provider shall not have the authority to, nor shall it, bind the City to any agreement with IID, but it will be

authorized to act as a representative of the City in discussions with IID as necessary to advance the objectives of this Agreement. Provider will provide City with notice of meetings with IID in advance and an opportunity to participate. To the extent that the City does not participate in a meeting, Provider will provide the City Manager with a summary of the discussions. If IID declines to negotiate, materially delays or will not enter into an Agreement substantially consistent with the Development Assumptions, the Parties shall meet and confer to (a) determine if the Project remains feasible; and (b) to the extent necessary, modify the Development Schedule to allow for additional discussions with IID.

14. Maintenance and Repair.

14.1. At all times during the Term, Provider, at its sole cost and expense, shall maintain the Project Infrastructure and any additional infrastructure that is developed for the CMU by Provider in connection with any expansion.

14.2. If any Project Infrastructure is damaged or destroyed by a risk that is covered by the insurance Provider is required to obtain and maintain pursuant to Section 11, then Provider shall restore such facilities to substantially the same condition as they were immediately before the destruction, to the extent covered by such insurance and pursuant to codes and requirements at the time. If the insurance provided by Provider does not cover the damage, then the City will attempt to use its insurance coverage. The City shall be solely responsible for restoration of any Project Infrastructure damaged or destroyed due to wildfire.

14.3. If the Project Infrastructure is damaged or destroyed by a risk that is not covered by Provider or City insurance, then Provider and City will mutually agree on a funding mechanism to repair or replace such infrastructure, provided, however, that Provider and its affiliates will provide the necessary labor for such repairs at cost.

15. Alterations and Expansion. Provider shall not make any material alterations, additions or improvements to or of the Project Infrastructure, or any part thereof without the prior approval of City, which will not be unreasonably withheld provided that such alterations, additions or improvements are necessary for or will increase the operational efficiency of the CMU and will be provided at the sole cost of Provider unless otherwise agreed by the CMU.

16. Taxes. To the extent applicable, City shall be responsible for the timely payment of all property taxes and assessments, including without limitation, any and all utility, city or county assessments which are assessed, levied, confirmed or imposed on the Project Infrastructure.

17. Assignment. Except as provided below, Provider shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of City, which consent shall not be unreasonably withheld, conditioned or delayed provided that the proposed assignee or transferee has financial support and capabilities equal to or better than Provider and the requisite expertise and experience to carry out Provider's obligations under this Agreement. Any attempt to do so shall be null and void, and any assignee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. Notwithstanding the foregoing, Provider may, without the City's consent, transfer or assign this Agreement to (a) a subsidiary or affiliate under common ownership or control with Provider provided such subsidiary or affiliate assumes in writing all of the obligations under this agreement and Provider remains responsible for the performance of such obligations by the subsidiary or affiliate; or (b) any lender, investor, financing party or project company established for purposes of financing the Project, provide, however, that any mortgage or assignment does not relieve Provider of its obligations under this Agreement.

18. Events of Provider's Default and City's Remedies.

18.1. Events of Default. If one or more of the following events ("***Event of Default***") occurs, such occurrence constitutes a breach of this Agreement by Provider:

(a) Except in circumstances where the City fails to timely distribute monies to Provider from the Utility Lockbox Account, Provider fails to pay any sum, cost or expense that is the responsibility of Provider when the same becomes due and payable, and such failure continues for more than sixty (60) days after City gives written notice thereof to Provider;

(b) Provider fails to comply with any legal or regulatory requirement, permit obligation of Provider pursuant to this Agreement and such failure is not remedied within thirty (30) days after City gives written notice thereof to Provider or, if such default cannot be cured within said thirty (30) day period but Provider has commenced action to cure, then Provider shall have up to an additional sixty (60) days to cure such default, provided, however, that if the continued operation of the Project Infrastructure and CMU is in imminent danger as a result of such failure to comply, then the City may step in and cure such default at the cost of Provider until such time as Provider has remedied the default;

(c) Provider fails to perform or observe any covenant, condition or provision of this Agreement hereof to be performed by Provider as and when performance is due, and such failure continues for more than sixty (60) days after City gives written notice thereof to Provider or, if such default cannot be cured within said sixty (60) day period but Provider has commenced action to cure, then Provider shall have up to an additional sixty (60) days to cure such default, provided, however, that if the continued operation of the Project Infrastructure and CMU is in imminent danger as a result of such failure to comply, then the City may step in and cure such default at the cost of Provider until such time as Provider has remedied the default; and

(d) Provider becomes subject to an action for bankruptcy or insolvency or a receiver is appointed for the benefit of Provider's creditors, unless within ninety (90) days of the filing of such action, Provider is successful in having the action dismissed.

18.2. City's Remedies. If an Event of Default occurs, City at any time thereafter has the right to terminate this Agreement or to commence an action for the enforcement of this Agreement at law or equity.

18.3. Right to Operate. In the event of any termination of this Agreement by reason of Provider's default, City has the immediate right to take over operation of the CMU and the Project Infrastructure.

19. Events of City's Default and Provider's Remedies.

19.1. If one or more of the following events (each a "***City Event of Default***") occurs, such occurrence constitutes a breach of this Agreement by City:

(a) If City fails to disburse funds in accordance with Section 7.3 and such failure continues for more than five (5) business days after Provider gives written notice thereof to City;

(b) If City fails to perform or observe any agreement, covenant, condition or provision of this Agreement to be performed or observed by City as and when performance or observance is due, and such failure continues for more than sixty (60) days after Provider gives written notice thereof to City; and

(c) The City becomes subject to an action for bankruptcy or insolvency or a receiver is appointed for the benefit of City's creditors, unless within ninety (90) days of the filing of such action, City is successful in having the action dismissed.

18.2 Provider's Remedies. Upon the occurrence of a City Event of Default set forth in 18.1, Provider will have all the rights and remedies available to it at law, in equity, by statute or otherwise.

20. Rights and Obligations on Expiration of the Term or Termination.

20.1. Notice of Renewal or Non-Renewal. No later than one (1) year prior to the expiration of the Term (as the same may be renewed), Provider will provide City with written notice of Provider's interest in renewal of the Term and any proposed modification of terms. If Provider gives such notice, then the City and Provider will have ninety (90) days to negotiate mutually acceptable terms for a renewal term of up to five (5) years. If City and Provider are unable to agree on the terms of renewal or if Provider does not give notice of renewal in accordance with this section, then the Agreement will expire at the end of the Term.

20.2. Transition of Utility Operations. If this Agreement terminates or expires, Provider will cooperate with City to transition the operation of the CMU and the Project Infrastructure to CMU or CMU's designee for a period of one hundred eighty (180) days and will deliver to the City all books and records held by Provider in connection with the services provided under this Agreement.

21. Early Termination Option of City. The City will have the right to terminate this Agreement at any time following the tenth (10th) anniversary of the Commencement of Operations, subject to mutual agreement by City and Provider on the following terms: (a) the payoff in full of any financing obtained by Provider for the Project Infrastructure and Provider's operation of the CMU pursuant to this Agreement, including any penalties associated with such prepayment; and (b) an early termination payment to Provider that reasonably compensates Provider for its anticipated operating profit from the services provided pursuant to this Agreement, including a reasonable return on the equity capital invested by Provider to carry out its obligations under this Agreement, which early termination payment will be discounted for the remainder of the Term.

22. Notices. All notices, demands, consents, approvals and other communications which are required to be given by either City or Provider to the other under this Agreement will be deemed to have been fully given when made in writing and (i) personally delivered; (ii) sent via commercial overnight courier; or (iii) sent via electronic mail, subject to receipt of confirmation via electronic mail of receipt thereof by the other Party (not including automated notices or confirmations of receipt), and addressed to City or Provider at the address set forth below, or at such other addresses as City or Provider may from time to time designate in writing in accordance with this Section 26:

City:	City of Coachella Attn: City Manager 53990 Enterprise Way, Coachella, CA 92236 Phone: (760) 398-3502 Email: bpattison@coachella.org
With a copy to:	Best Best & Krieger LLP Attn: City Attorney, Ryan Guiboa 74-760 Highway 111, Suite 100 Indian Wells, CA 92210 Phone: (760) 568-2611 Email: ryan.guiboa@bbklaw.com
Provider:	_____ Attn: _____ _____ _____ Phone: _____ Email Address: _____
with a copy to:	_____ Attn: _____ _____ _____ Phone: _____ Email Address: _____

23. No Waiver. The waiver by City or Provider of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

24. Force Majeure. Neither Party shall not be deemed in default of this Agreement, nor shall such Party be responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, epidemic, pandemic, act of God (inclusive without limitation of extreme weather events, drought, earthquake, fire, flood, lightening, hurricane, high winds or other natural disasters), war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of Provider or City, as applicable, provided that the Party asking to be excused from performance as a result of such occurrence gives the other Party prompt written notice thereof and takes all steps reasonably necessary to mitigate the effects of the event. The Party claiming the occurrence of force majeure shall use its best efforts to mitigate such event and resume performance as soon as reasonably practicable. If an event of force majeure continues for a period in excess of one hundred eighty (180) days, then the Parties will meet and confer in good faith to determine whether it is economically and operationally feasible to mitigate the effects of the event or to rebuild the facilities of either Party as necessary to restore performance of the terms of this Agreement no later than one (1) year from the commencement of the event of force majeure or such longer period which the Parties shall mutually agree upon.

25. Successors and Assigns. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all Parties hereto, and all of the Parties hereto shall be jointly and severally liable hereunder.

26. Complete Agreement. There are no written or oral agreements between City and Provider affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations, arrangements, proposals, agreements and understandings, oral or written, if any, between City and Provider or displayed by City to Provider with respect to the subject matter of this Agreement.

27. Amendment and Modification. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by City and Provider. This Agreement and any instrument, agreement or document attached hereto or referred to herein, is intended by City and Provider as the final expression of the agreement with respect to the terms and conditions set forth in this Agreement and any such instrument, agreement or document and as the complete and exclusive statement of the terms agreed to by City and Provider.

28. Incorporation of Exhibits and Documents. Each and every exhibit or document referenced in this Agreement, whether or not attached to this Agreement, shall be incorporated into the body of this Agreement and each point of reference.

29. Dispute Resolution.

29.1. Management Discussions. Should any dispute or claim arise between the Parties concerning the terms, interpretation, effect, or operation of this Agreement, the Parties agree to make good faith efforts to informally resolve such dispute or claim through discussions between the City Manager of City and the Chief Executive Officer of Provider. If the Parties fail to resolve such disputes or claims, then either Party shall have the right to submit the dispute or claim to arbitration pursuant to Section 28.2.

29.2. Arbitration. Any dispute arising under this Agreement, including, without limitation, all disputes relating in any manner to the performance or enforcement of this Agreement shall be resolved by binding arbitration in the County of Riverside, California, pursuant to the rules of Judicial Arbitration and Mediation Services ("***JAMS***"), as amended or as augmented in this Agreement (the "***Rules***"). Arbitration shall be initiated as provided by the Rules, although the written notice to the other party initiating arbitration shall also include a description of the claim(s) asserted and the facts upon which the claim(s) are based. Arbitration shall be final and binding upon the parties and shall be the exclusive remedy for all claims subject hereto, including any award of attorney's fees and costs. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. All disputes shall be decided by a single arbitrator. The arbitrator shall be selected by mutual agreement of the parties within thirty (30) days of the effective date of the notice initiating the arbitration. If the parties cannot agree on an arbitrator, then the complaining party shall notify JAMS and request selection of an arbitrator in accordance with the Rules. The arbitrator shall have only such authority to award equitable relief, damages, costs, and fees as a court would have for the particular claim(s) asserted. In no event shall the arbitrator award punitive damages of any kind. The parties acknowledge that one of the purposes of utilizing arbitration is to avoid lengthy and expensive discovery and allow for prompt resolution of the dispute. The arbitrator shall have the power to limit or deny a request for documents or a deposition if the arbitrator determines that the request exceeds those matters which are directly relevant to the claims in controversy. The document demand and response shall conform to Code of Civil Procedure section 1282.6. The deposition notice shall conform to Code of Civil Procedure section 1283. The parties may make a motion for protective order or motion to compel before the arbitrator with regard to the discovery, as provided in Code of Civil Procedure. Notwithstanding the election by the parties to arbitrate their disputes, nothing contained herein shall prevent a party from filing an action in a court of competent jurisdiction to seek any form of equitable remedy or relief.

30. Governing Law and Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of California. All disputes will be brought in the federal court for the

Central District of California or the superior court of the State of California located in the County of Riverside.

31. Attorney's Fees. Each Party will bear its own legal fees and costs in any action brought to enforce the terms of this Agreement.

32. Miscellaneous.

32.1. The words "***City***" and "***Provider***" as used herein include the plural as well as the singular. If there is more than one Provider or City, the obligations hereunder imposed upon Provider or City are joint and several. Time is of the essence of this Agreement and each and all of its provisions. Subject to the provisions applicable to assignment, the agreements, covenants, conditions and provisions herein contained apply to and bind the successors and assigns of City and Provider.

32.2. This Agreement has been mutually negotiated by the Parties and their legal advisors. Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of all of the parties have participated equally in the negotiation and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply, fairly, equitably and reasonably, according to its plain meaning and not strictly for or against any of the Parties. Without limiting the generality of the foregoing: use of the masculine gender includes the feminine and neuter; the singular number includes the plural and the plural number includes the singular; the term "person" includes a corporation or other entity as well as natural person; and the term "including" means "including but not limited to."

[signature page follows]

IN WITNESS WHEREOF, City and Provider have executed this Agreement as of the day and year first herein above written.

CITY:

CITY OF COACHELLA

By: _____
Name: William Pattison
Title: City Manager

Approved as to form:

_____
Best Best & Krieger LLP

PROVIDER:

Coachella Valley Power Services, LLC
a California limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT "A"

MAP OF NEW MUNICIPAL UTILITY PHASE 1 AREA



EXHIBIT "B"

PROJECT INFRASTRUCTURE PLAN

NMU – Technology Campus (Phase 1)

1. Infrastructure

A. Initial Infrastructure

1. New 230Kv Interconnection to IID's existing Coachella Valley Substation and Associated 230Kv Switchyard at the Coachella Energy Center, each as shown on the map attached hereto as Exhibit B-1.
2. Required equipment to tie-in to IID's Coachella Valley Substation
3. All required 230Kv Metering Equipment
4. All required 230kv sub-transmission
5. Electrical Ops Yard and maintenance building located at the Coachella Energy Center
6. Fuel cell microgrid(s) located at the Technology Campus as shown on Exhibit B-1.

B. Future Additions to Infrastructure

Provider will have the option pursuant to Section 5.3, but not the obligation, to participate in the following future additions:

1. New 92 Kv Substation and Tie-ins for Future Phase 2 Electrical infrastructure
2. New Energy Center Distribution Substation and required Overhead and Underground to stub-out and support future local growth
3. New Polk Street Distribution Substation
4. New Oats Lane Distribution Substation

Transmission included in the infrastructure will be overhead for sub-transmission circuits and will be underground for Distribution Circuits.

2. Real Property

Provider will acquire any real property necessary for the location of the substations and shall dedicate such real property to the City upon completion of the Project Infrastructure.

3. Rights of Way

City will provide access at no cost for the location of infrastructure within public rights of way as identified on the map attached to this Exhibit B. Any private property or rights-of-way across private property that are required to provide transmission to the NMU or within the NMU to the Technology Campus will be acquired by Provider and assigned to the CMU.

4. Building Requirements

The City will adopt rules and regulations for the construction of infrastructure within the CMU that is based on current State of California utility regulations, standards and best practices.

5. Fire Station

Provider will provide five acres for future City-built and staffed Fire Station at or close to the corner of Ave 50th and Filmore St.

EXHIBIT "B-1"

MAP OF PROJECT INFRASTRUCTURE

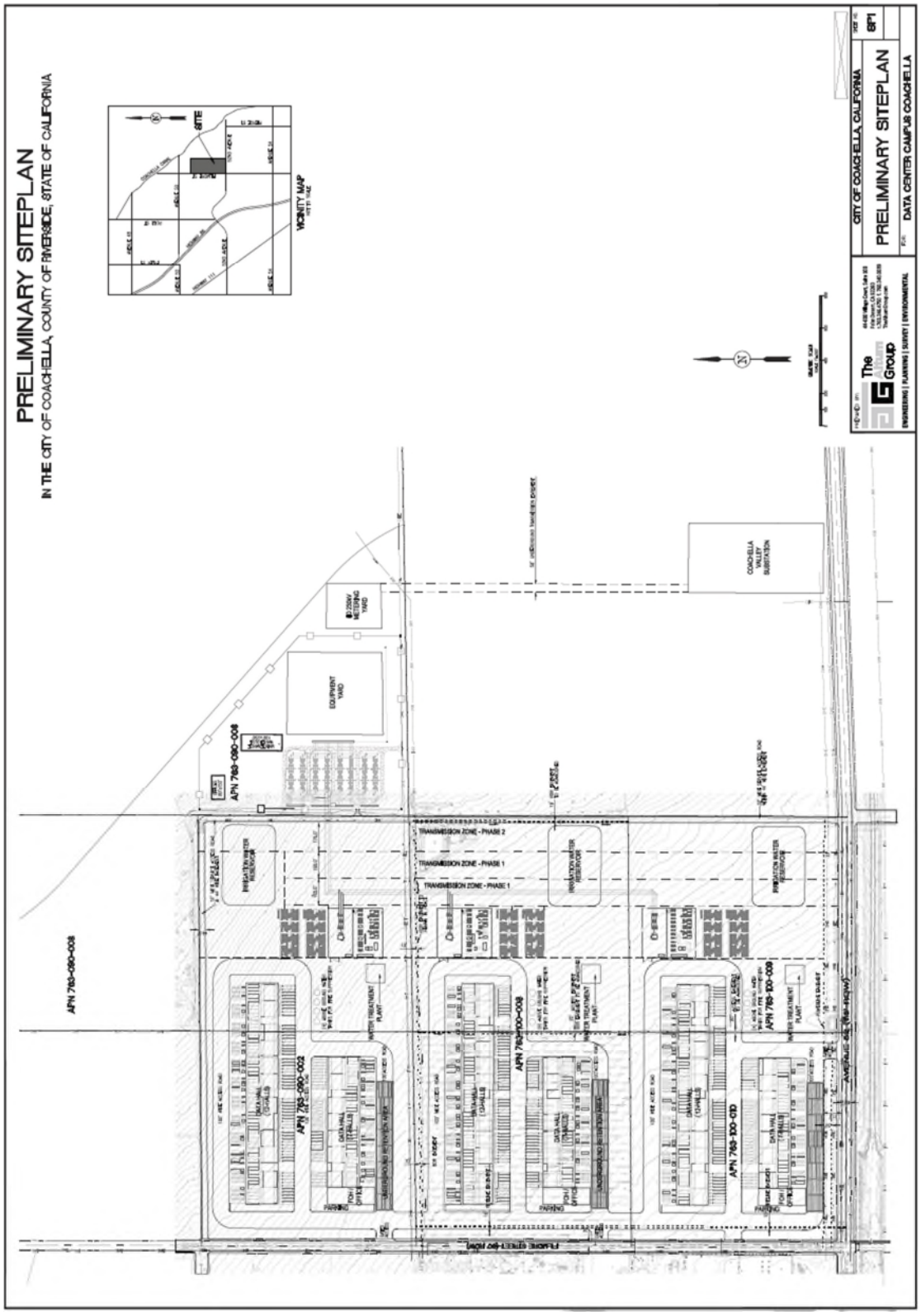


Exhibit "B"

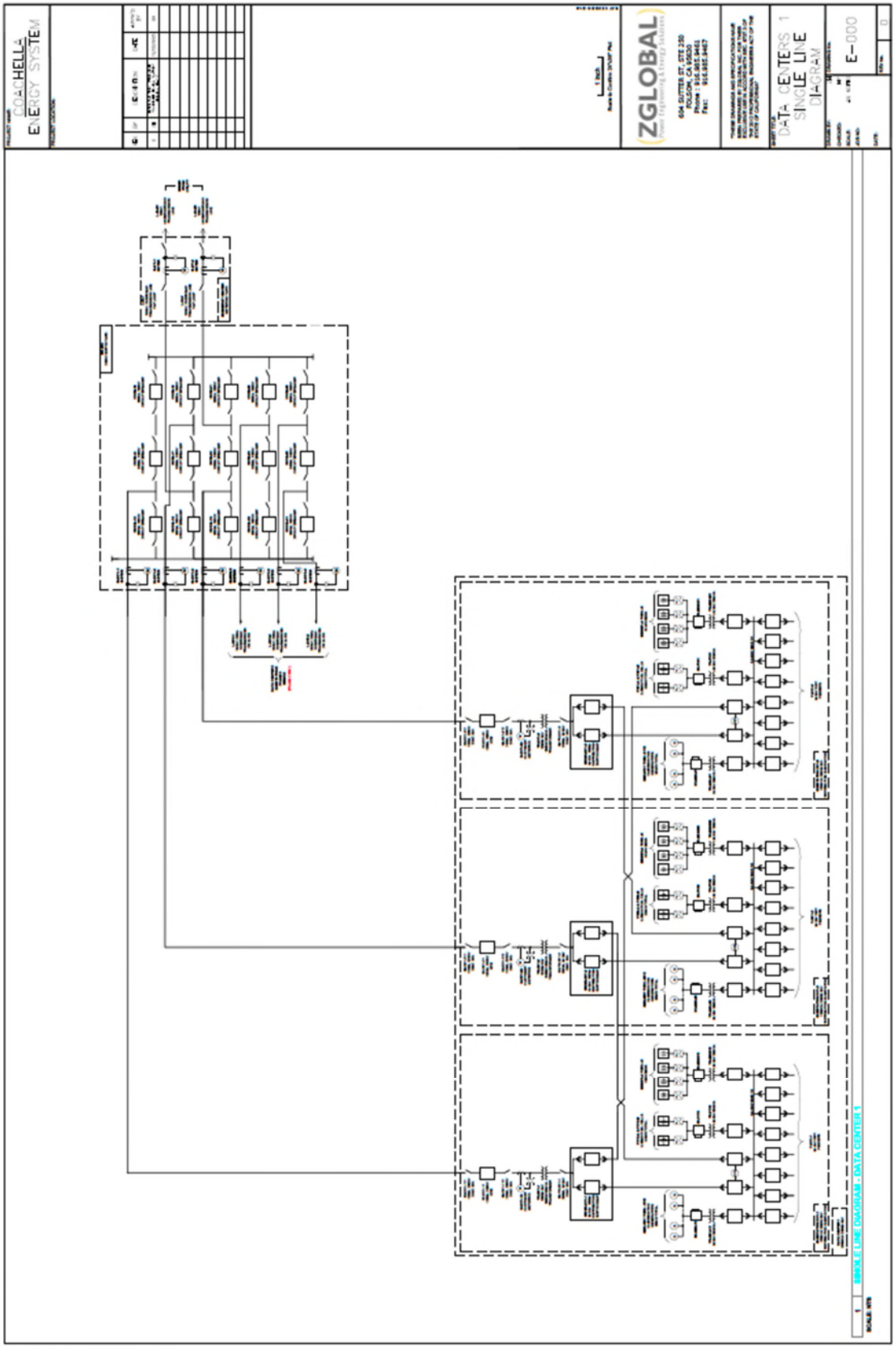

COACHELLA
ENERGY SYSTEM
ZGLOBAL
DATA CENTERS 1
SINGLE LINE
DIAGRAM
E-000
SINGLE LINE DIAGRAM - DATA CENTER 1

Exhibit "B"

EXHIBIT "C"

SCOPE OF O&M SERVICES

Beginning on the Utility Operations Date and continuing thereafter throughout the Term, Provider shall, in a timely manner, perform and/or provide all work, services, supervision, management, labor, equipment, materials, parts, tools, consumables, consumable parts, materials, supplies and other items necessary or appropriate to perform CMU operations within the NMU.

Provider shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating provision of the O&M Services consistent with the terms of this Agreement, including the timely performance or delivery of work by its subcontractors, except where the Agreement otherwise provides specific instructions concerning these matters.

Project Infrastructure

Provider shall be solely responsible for the operation and maintenance of the Project Infrastructure, including the following:

1. Substations, distribution feeder circuits, switches, primary circuits, protective equipment, distribution transformers, conductors, controls, and instruments.
2. Electrical distribution infrastructure, including overhead poles and wires and underground equipment, lightning arrestors, fuses, insulators, circuit breakers, relays, and busses;
3. Electrical operations control center and customer service center;
4. Accessory buildings and maintenance/repair equipment yards;
5. Equipment required for operation and maintenance of project infrastructure, including parts, tools, and vehicles;
6. Customer electrical meters;
7. Back-end customer service hardware and software;
8. Additional infrastructure and equipment necessary to provide the O&M Services in accordance with industry best practices.

Work not specifically delineated in this Agreement will be performed and provided by Provider to the extent necessary or appropriate to complete the O&M Services.

During the Development Period as set forth in Section 2.5(b), Provider shall prepare and submit to City for its approval, Provider's proposed Operating and Maintenance Plan ("O&M Plan") for the initial year of CMU operations. The O&M Plan shall show, in such detail reasonably required by City, and on a Month-by-Month basis, all relevant information relating to the anticipated operation and on-going maintenance of the Project Infrastructure by Provider and shall include a program and timetable for the performance of Provider's obligations under this Agreement, the proposed number of hours of maintenance, the timing of such maintenance, and any other material activities as identified by Provider. The O&M Plan will be updated by Provider with any necessary modifications no later than the Utility Operation Date. No changes shall be made to the O&M Plan by Provider without the prior written approval of City, which will not be unreasonably withheld, conditioned or delayed.

Provider shall arrange for the testing and calibration of all customer meters on installation and thereafter on a regularly scheduled basis in compliance with the applicable manufacturer's recommendations.

Provider shall prepare log books and reports as necessary with respect to all maintenance activities. The City may review such log books and reports at reasonable intervals, but no more frequently than four (4)

times per calendar year, following prior notice to Provider. Provider shall provide reasonable assistance to City in preparing all reports, plans and other materials that City is required to deliver concerning the maintenance and servicing of the Project Infrastructure, if any, including any asset and inventory management requirements of the CMU to comply with GAAP as adopted by the Governmental Accounting Standards Board or otherwise required by the State of California. All reports and documents prepared by or for Provider for City in connection with the performance of the O&M Services shall become the property of City immediately upon creation thereof.

Billing and Collections

The CMU will handle all billing and collections with respect to the customers of the CMU. Provider will support this effort by providing all information necessary for the CMU to timely bill its customers on a monthly basis, including meter data. All such information will be provided in digital form that is configured to work with the City's billing system.

Permits and Compliance

Provider shall obtain, pay for, and maintain all permits required to allow Provider to lawfully perform the O&M Services and otherwise carry out its business affairs as contemplated in the Agreement, and shall secure each permit prior to performance of the relevant portion of the O&M Services for which such permit is required.

Provider shall deliver copies to CMU of each permit promptly after receipt thereof. Provider shall perform all the O&M Services such that the performance of such services will comply with the provisions of all permits.

Provider shall promptly notify CMU of any communication from any governmental authority that alleges that Provider is not acting in compliance with applicable laws. Provider shall provide a copy to the City immediately upon receipt of any notice, order or other correspondence by Provider from any governmental authority related to any failure or asserted failure to comply with any legal requirement. If the legal requirements are inconsistent but one is more stringent that the other(s) (such that all can be complied with by complying with the most stringent requirement), Provider shall perform its obligations in accordance with the most stringent requirement. If two or more requirements are in conflict (such that it is impossible to comply with all of them concurrently), Provider shall promptly notify CMU of the conflict and the CMU shall resolve such conflict in its sole discretion, after considering input from Provider.

Personnel

Provider shall provide the labor and professional, supervisory and managerial personnel required to perform the O&M Services in accordance with the requirements. Such personnel shall be qualified (including possessing appropriate licenses), experienced and trained in the duties to which they are assigned by Provider and capable of performing such duties in accordance with this Agreement.

Provider shall retain sole authority, control and responsibility with respect to labor matters in connection with the performance of the O&M Services. Upon City's reasonable request, Provider shall provide City with the qualifications of any or all personnel employed in connection with the Services at the Project Site. Provider shall remove, and cause subcontractors to remove, any employee, agent or other person engaged in the performance of the O&M Services for Provider or such subcontractor, as the case may be, whose conduct the CMU reasonably deems to be having a material adverse effect on the O&M Services or the Project Infrastructure, adversely impacting the health and safety of the public, or the perception of the CMU, or City's relationship with the surrounding community.

Provider shall provide ongoing training and education programs, as necessary, for all personnel engaged by Provider in providing the O&M Services. Prior to the expiration of the Term, Provider shall train City's personnel in the performance of the O&M Services and in the start-up, shut-down and operation and maintenance of, safety, and all general process understanding and emergency procedures for the Project Infrastructure and all of its sub-systems.

Provider shall take cognizance of and responsibility for the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("***Prevailing Wage Laws***"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public work" and "maintenance" projects. Provider shall fully comply with and require its subcontractors/subconsultants to fully comply with such Prevailing Wage Laws to the extent applicable. If the Services are funded in whole or in part by federal funds or otherwise requires compliance with the Davis-Bacon Fair Labor Standards Act, Provider and all its subcontractors/subconsultants shall pay the higher of the state or federal prevailing wage rates.

Provider shall adopt policies and practices designed to avoid labor disputes, and to minimize the risk of labor-related delays or disruption in providing the O&M Services. Provider shall advise City promptly, in writing, of any actual or threatened labor dispute of which Provider has knowledge that might materially affect the provision of the O&M Services. Notwithstanding the foregoing, the settlement of labor disputes shall be at the discretion of the Party having the difficulty.

Provider shall ensure (with respect to its employees), and shall cause all subcontractors to ensure (with respect to their respective employees), that at the time of hiring, all personnel providing the O&M Services are in possession of all such documents (including visas, driver's licenses and work permits) as may be required by any and all applicable laws. Provider shall provide any such documentation to the CMU in a timely fashion in order for the CMU to comply with any request or requirement of any governmental Authority.

Safety and Emergencies

Provider shall be responsible for the security of the Project Infrastructure during the duration of the Term. Provider shall secure access to the Project Infrastructure sites in accordance with best industry practices.

In the event of an emergency endangering life or property, Provider shall take such action as may be necessary or reasonable to prevent or mitigate injury, damage or loss and shall promptly notify the CMU of any such emergency and the actions taken by Provider. In addition, the CMU may take such action as is necessary or reasonable to prevent, avoid or mitigate injury, damage or loss (provided that the taking of such action by the CMU, or the CMU's failure to do so, shall not limit Provider's liability or its obligations under this Agreement), and if the necessity of taking of such action is caused by Provider's acts or omissions or those of any other responsible party, then Provider shall reimburse the City for the costs incurred by the CMU in taking such action.

Provider shall cooperate with the requests of the CMU to address any and all concerns of the landowners or occupants of real property adjacent to the Project Infrastructure sites. Provider shall not enter into any agreement, contract or understanding with any landowner or occupant of real property adjacent to the Project Infrastructure without the prior written consent of City.

Environmental Compliance

Provider specifically agrees that in the performance of its obligations under this Agreement and in the performance of all the Services hereunder, Provider shall at all times fully comply with and cause each of its subcontractors, if any, to fully comply with all applicable environmental laws. Provider further agrees that Provider shall have and cause its subcontractors, if any, to have and keep in effect all licenses, permits, registrations, certificates, and approvals required by any environmental law or by any governmental agency for the O&M Services undertaken by Provider or its subcontractors, if any, in the performance of Provider's obligations under this Agreement.

All hazardous materials used in connection with the O&M Services will be promptly and properly managed, containerized, stored, removed, transported and disposed of by Provider in accordance with all applicable environmental laws. Without in any way limiting the foregoing, Provider shall not cause or permit the spillage, discharge, emissions, or release of any hazardous materials in the course of performing O&M Services. If spillage, discharge, emission, or release should accidentally occur through Provider's actions, Provider shall immediately notify the CMU and:

(1) Take all reasonable steps necessary to stop and contain said release;
(2) Make any report of such release as required under environmental law;
(3) Clean up such release as required by the applicable governmental agency.

Provider shall immediately notify the CMU's designated representative of the following upon the occurrence of any release of hazardous material in connection with the O&M Services:

(1) A description of the release;
(2) The identification of the hazardous material and the volume released;
(3) Death or injury to any person;
(4) Property damage;
(5) Any communication from any governmental agency that alleges that Provider is not acting in compliance with environmental laws, rules or regulations;
(6) Any communication from any governmental agency that affects any permits or licenses necessary to perform the O&M Services.

Provider shall submit within thirty-six (36) hours of the release to City's designated representative a written report, in a format required by City, describing in detail any event of any release of a hazardous material which shall include the following information:

(1) Name and address of Provider and any subcontractor(s) involved.
(2) Name and address of Provider's commercial and environmental liability insurance carrier.
(3) Name and address of any injured or deceased persons, if applicable.
(4) Name and address of any property damage, if applicable.
(5) A detailed description of the release including the identification of the hazardous material, the date and time of the release, the volume released, and the nature of any environmental contamination.
(6) A determination of whether any of City/CMU personnel, equipment, tools or materials were involved.
(7) A detailed description of all reports made to any governmental agency, and a description of the actions taken to respond to the release.

EXHIBIT "D"

SCOPE OF ENERGY SERVICES

Portfolio Management Strategy

Provider will assist CMU with preparing and periodically updating its portfolio management strategy that addresses regulatory requirements and Risk Management Policy criteria and thresholds (e.g., mark-to-market and open position tolerances). Setting a strategic course requires a firm understanding of the regulatory landscape/requirements and current market conditions (e.g., price and availability by resource type), which will be carefully considered in reviewing and updating a plan that balances costs and other organizational objectives.

Summary of Tasks

Provider shall develop and complete the following key tasks in collaboration with CMU related to portfolio management strategy:

- Prepare briefing materials articulating applicable regulatory requirements, the various energy products and options available to the CMU, market conditions, and cost and other tradeoffs among the available products and energy sources;
- Attain City Council direction on regulatory ambitions and risk tolerances;
- Discuss options for achieving City Council goals and risk tolerances with respect to cost impacts; and
- Review and update a portfolio management strategy and related planning documentation to achieve established targets.

Risk Management Program Administration

A key component to the success of any load serving entity is a comprehensive and effective energy risk management program. A sound energy risk management program enables the timely understanding of portfolio positions relative to specified targets and values-at-risk (for any open positions) and provides CMU's management with requisite information to make informed decisions regarding its portfolio. Some key components of such a program should include: 1) an Energy Risk Management Policy (Risk Policy) that describes the key risks related to energy procurement that an organization faces and its corresponding mitigators, including price risk, volumetric risk, credit risk, and operational risk, among others; 2) Credit Risk Guidelines (Credit Guidelines) that include management practices/parameters related to supplier credit and liquidity (to inform decision related to collateral posting, etc.) and how to manage credit risk in the event of a supplier default; 3) quantification and reporting of portfolio positions, values and risks; and 4) scenario analyses and stress testing to facilitate CMU's understanding of potential stress-based outcomes under extreme circumstances and certain unlikely/undesirable scenarios.

Summary of Tasks

Provider shall develop and complete the following key tasks in collaboration with CMU related to energy risk management:

- Periodically review the Risk Policy to ensure it is tailored to CMU's needs, focusing on information specific to CMU's operations in order to make well-informed decisions and incorporating industry best practices;

- Draft Credit Guidelines that help shield CMU from counter Party credit risk while minimizing collateral postings;
- Determine the best methods and/or systems to aggregate positions, value positions, value risks, and establish the tolerance bands based upon CMU's risk appetite. Provider will prepare the reports required to review together with CMU's senior management at regularly scheduled (likely, quarterly) Risk Oversight Committee meetings; and
- Perform scenario analyses as needed and present the scenario with the most likely outcome and compare it with the extremes and circumstances under which they could occur.

Power Supply Portfolio Management & Procurement

To continue serving customers, CMU will need to secure requisite energy products and services, including shaped energy (i.e., a quantity of energy delivered by the supplier(s) according to an agreed upon schedule), resource adequacy capacity (i.e., reserve capacity required to meet mandatory compliance obligations applicable to municipal utilities, including incremental procurement orders issued by jurisdictional regulatory authorities), renewable energy (both short-term and long-term renewable supply, which will be necessary to satisfy California's recently increased 65% long-term RPS contracting requirement), and carbon-free energy (if necessary).

Summary of Tasks

Provider shall develop and complete the following key tasks in collaboration with CMU related to supplier selection and related contracting for power procurement:

- Develop and maintain a detailed load forecast for all eligible customers within the NMU;
- Determine desired energy and capacity quantities, which would supply aggregate customer requirements, including anticipated participation in default and voluntary retail service options;
- Prepare draft solicitation materials, including a Request for Proposals/Offers document and related bid workbooks (which will provide an organized, uniform framework for bidder responses), to support the procurement of necessary energy and capacity products, including requisite long-term renewable energy contracts to satisfy California's 65% long-term RPS contracting requirement and incremental capacity procurement obligations issued by jurisdictional regulatory authorities (e.g., the supplemental mid-term reliability procurement order issued by the CPUC via D.23-02-040);
- Coordinate with CMU's executive leadership to explore the possibility of procuring surplus RA capacity and RPS-eligible renewable energy (both short- and long-term);
- Evaluate offers received in response to the aforementioned solicitation processes and assist CMU in selecting the preferred supplier(s) of such products and services;
- In conjunction with the CMU's designated staff and legal counsel, support power purchase agreement negotiation for desired products and services;
- Assist CMU (in cooperation with CMU's designated staff and legal counsel) in developing and finalizing form transaction documents for desired products and services; and
- Perform necessary coordinative activities with CMU's selected supplier(s).

Legislative & Regulatory Compliance

As a Load Serving Entity (LSE) within the state of California, CMU will be required to comply with a variety of regulations, including participation in certain reporting programs administered by the CPUC and California Energy Commission (CEC). In particular, the annual electric load forecast (as it relates to future reserve capacity, also known as "resource adequacy," compliance obligations), Western

Renewable Energy Generation Information System (WREGIS) account renewable energy credits validation work, preparation of a renewable procurement plan, preparation of joint cost comparisons (a customer communication requirement created by SB 790) and preliminary power source disclosures will all require pre-launch completion.

Summary of Tasks

To ensure compliance with these requirements, Provider shall complete the following activities:

- Prepare a regulatory compliance calendar and reporting matrix to ensure that management has a thorough understanding of currently applicable technical reporting requirements and related submittal deadlines;
- Prepare load forecast and related filings to ensure compliance with California's resource adequacy program;
- Prepare annual compliance reports, as required under California's Renewables Portfolio Standard Program;
- Validate and transfer renewable energy credits (REC) on the WREGIS platform as the recipient and the issuer of the RECs on behalf of CMU;
- Assist CMU in developing requisite resource planning documents including statutorily required Integrated Resource Plan, if applicable, and RPS Procurement Plan;
- Prepare CMU's annual Power Source Disclosure reports and distribute key portfolio performance metrics to CMU's management – complete the CEC's required Power Content Label template and coordinate with CMU's communications team regarding technical elements of annual Power Content Label preparation;
- Assist and coordinate with CMU and its Scheduling Coordinator to determine the strategies for acquisition of Import Allocation Rights that may be used to support use of import resource adequacy capacity;
- Assist in preparing month-ahead and year-ahead resource adequacy compliance filings, including those related to California's slice-of-day compliance framework;
- Coordinate with resource adequacy suppliers and jurisdictional regulatory agencies to address and resolve prospective compliance issues;
- Assist in preparing compliance filings pursuant to the CEC's biennial Integrated Energy Policy Report, Quarterly Fuels and Energy Report including the related CEC 1306B quarterly report, and the U.S. Energy Information Agency monthly EIA-826 and annual EIA-861 reports;
- Assist in preparing Demand Forecast and Resource Supply compliance filings related to the CEC Integrated Energy Policy Reports;
- Assist in preparing status updates related to incremental procurement orders mandated by the CPUC; and
- Assist in preparing data request responses related to inputs required for calculation of the Power Charge Indifference Adjustment market price benchmarks.

Rate Setting & Financial Modeling

Provider will maintain a working pro forma financial model for CMU use in budgeting, cash flow planning, and financial performance monitoring. Provider will design customer electric rates and update rates for approval by CMU's governing board on an annual basis – such rates will be established at sufficient levels to meet adopted financial targets. The following tasks are included as part of this service:

Summary of Tasks – Rate Setting

- Annually, develop proposed CMU rate schedules; cost of service modeling; IID benchmarking; billing determinant (e.g., Time of Use energy) forecast; present and proposed rate revenue forecast;
- Collaborate with staff, CMU, and CMU governing bodies, as necessary, in regard to rate changes, including necessary new rate designs or options;
- Monitor realized rate revenue vs. projections to identify necessary rate changes;
- Monitor IID rates and surcharges; and
- Prepare a draft feed-in-tariff policy, including applicable project eligibility criteria, pricing schedules, and an appropriate power purchase agreement (which will be primarily based on successfully deployed FIT agreements used by other municipal utilities.

Summary of Tasks – Financial Modeling (Pro Forma)

- Maintain CMU's pro forma financial models of monthly income/expense projections, cash flow and cash balances;
- Update pro forma models as necessary to incorporate current load, resource and market data; monitor accuracy of financial projections on monthly basis; assist in reconciling budget variances;
- Prepare forecast of power supply and other expenses for annual budget;
- Prepare draft annual budget for the CMU program in cooperation with CMU management and accountants; and
- As necessary, coordinate with CMU and its financial advisors with regard to matters that may impact CMU's financial standing, debt levels, electric rates, annual budget, resource planning and other key concerns.

Invoice Validation Services

Provider will provide invoice validation services for all invoices submitted by CMU's counterparties, including invoices relating to all existing and future agreements and contracts for the term of the Agreement for all required power resources to meet regulatory compliance and serve customer loads. The categories of invoices include product components of energy, resource adequacy, and renewable energy attributes that comply with California's Renewable Portfolio Standard, collectively as Products.

Summary of Tasks – Invoice Validation Services

- Upon execution of Products' contracts and agreements and the delivery of such products, invoices will be submitted to Provider by CMU's counterparties.
- Upon receipt of the invoices, Provider will review and validate the submitted invoices against the respective contracts and agreements.
- Should there be discrepancies, incomplete submissions, lack of justifications, and/or clarifications required, Provider will deliberate with CMU's counterparties to ensure invoices are fully validated.
- Once Provider validates the Products' invoices, Provider will approve and forward the invoices to CMU for timely final approval and processing.

Provider will observe the terms of the Products' contracts and agreements to ensure the invoice validation process are completed timely to provide CMU ample time to finalize payments.

Credit Support/Performance Guaranty

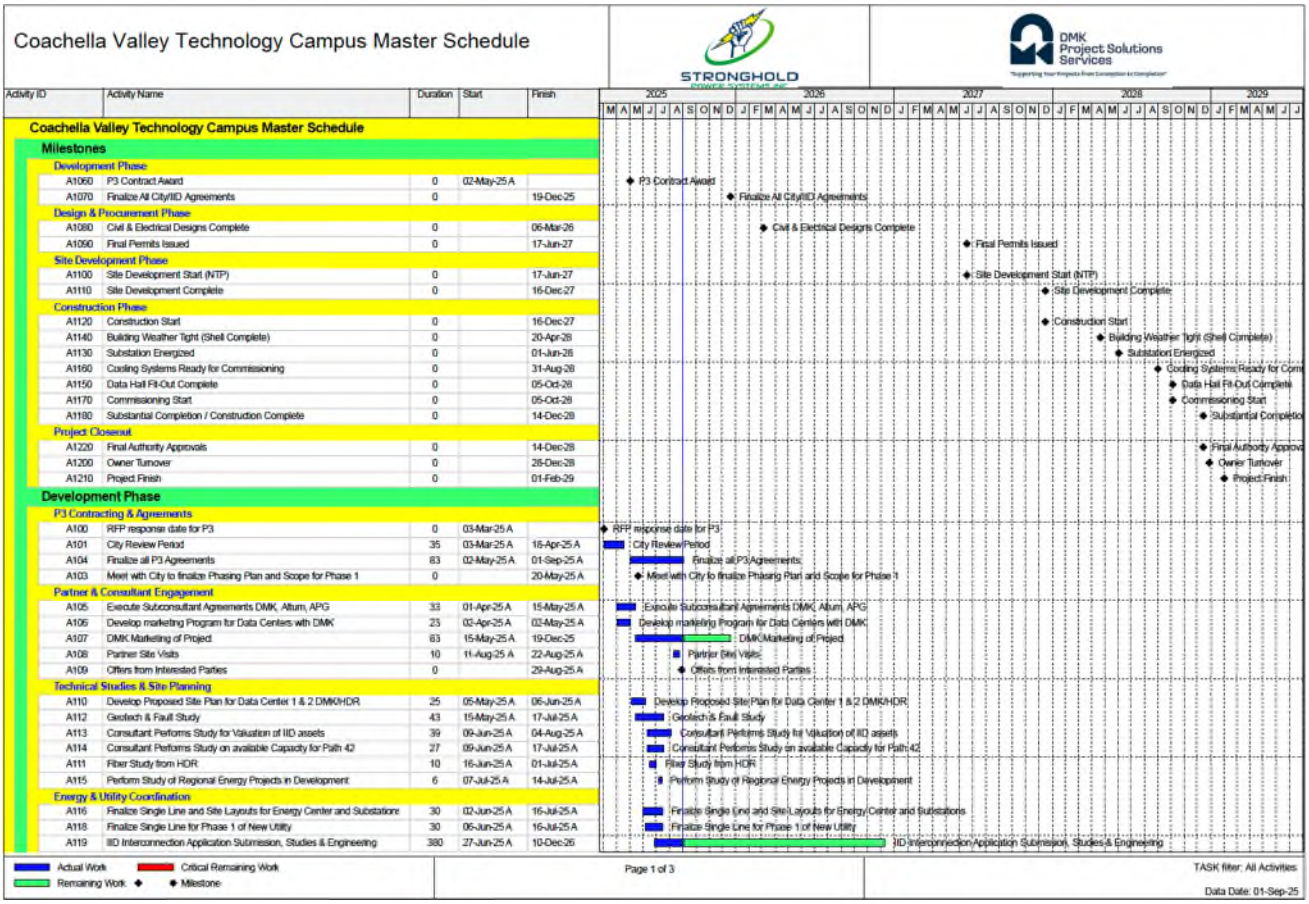
It is intended that Provider will assume all payment risk associated with the procurement of energy to meet load within the NMU.

Provider will work with the CMU to create credit support mechanisms for the procurement of energy and regulatory products, including without limitation, a lockbox for energy provider payments, letters of credit and cash collateral.

To the extent required by counterparties, Provider will act as a guarantor for the obligations of the CMU pursuant to all power purchase agreements and will provide as necessary, letters of credit or cash collateral deposits.

EXHIBIT "E"

DEVELOPMENT SCHEDULE



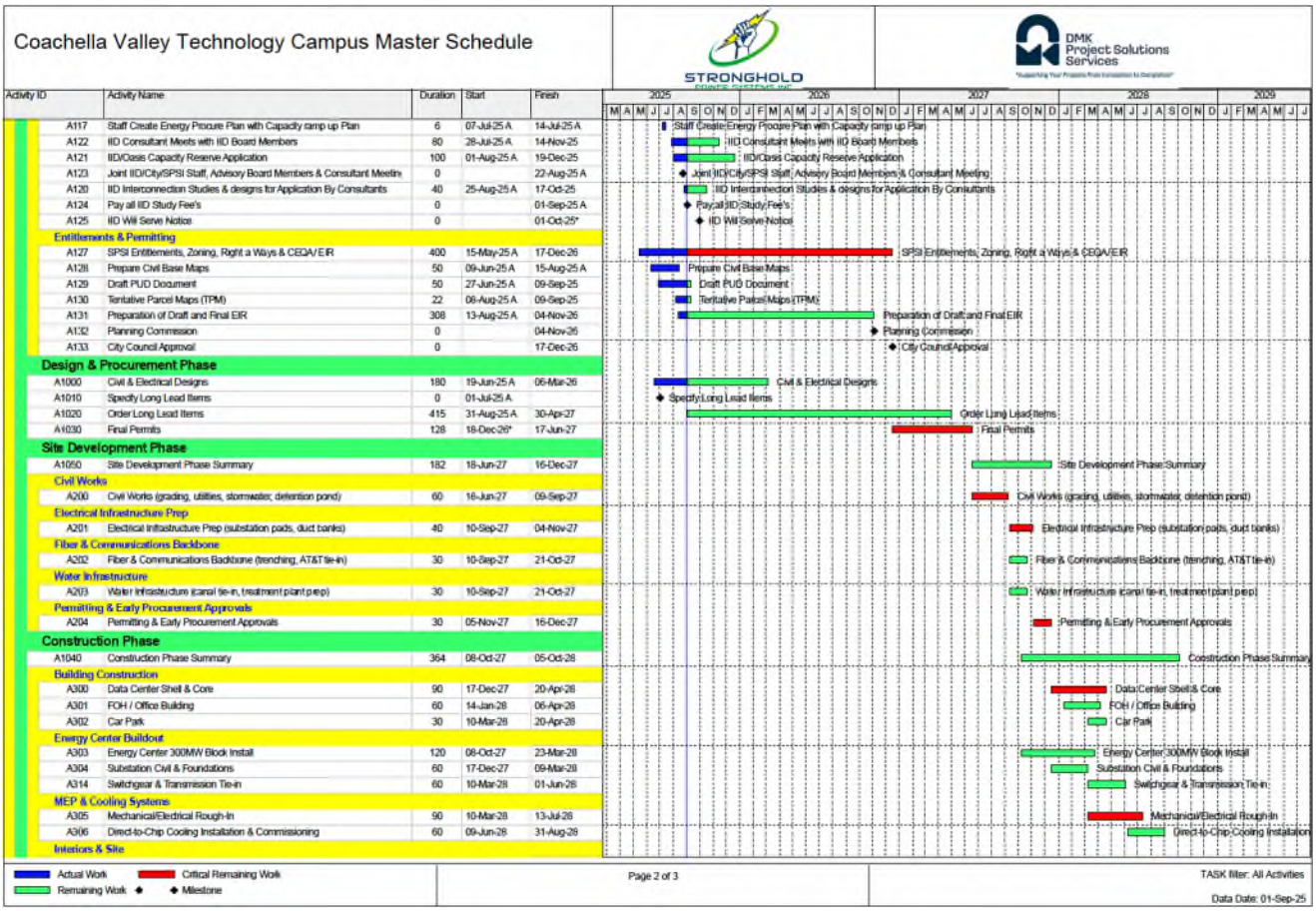

Coachella Valley Technology Campus Master Schedule
STRONGHOLD
DMK Project Solutions Services
Activity ID
Activity Name
Duration
Start
Finish
2025
2026
2027
2028
2029
A117 Staff Create Energy Procure Plan with Capacity ramp up Plan 6 07-Jul-25 A 14-Jul-25 A
A122 IID Consultant Meets with IID Board Members 80 28-Jul-25 A 14-Nov-25
A121 IID/Oasis Capacity Reserve Application 100 01-Aug-25 A 19-Dec-25
A123 Joint IID/City/SPSI Staff, Advisory Board Members & Consultant Meetin 0 22-Aug-25 A
A120 IID Interconnection Studies & designs for Application By Consultants 40 25-Aug-25 A 17-Oct-25
A124 Pay all IID Study Fee's 0 01-Sep-25 A
A125 IID Will Serve Notice 0 01-Oct-25*
Entitlements & Permitting
A127 SPSI Entitlements, Zoning, Right a Ways & CEQA/EIR 400 15-May-25 A 17-Dec-26
A128 Prepare Civil Base Maps 50 09-Jun-25 A 15-Aug-25 A
A129 Draft PUD Document 50 27-Jun-25 A 09-Sep-25
A130 Tentative Parcel Maps (TPM) 22 08-Aug-25 A 09-Sep-25
A131 Preparation of Draft and Final EIR 308 13-Aug-25 A 04-Nov-26
A132 Planning Commission 0 04-Nov-26
A133 City Council Approval 0 17-Dec-26
Design & Procurement Phase
A1000 Civil & Electrical Designs 180 19-Jun-25 A 06-Mar-26
A1010 Specify Long Lead Items 0 01-Jul-25 A
A1020 Order Long Lead Items 415 31-Aug-25 A 30-Apr-27
A1030 Final Permits 128 18-Dec-26* 17-Jun-27
Site Development Phase
A1050 Site Development Phase Summary 182 18-Jun-27 16-Dec-27
Civil Works
A200 Civil Works (grading, utilities, stormwater, detention pond) 60 16-Jun-27 09-Sep-27
Electrical Infrastructure Prep
A201 Electrical Infrastructure Prep (substation pads, duct banks) 40 10-Sep-27 04-Nov-27
Fiber & Communications Backbone
A202 Fiber & Communications Backbone (trenching, AT&T tie-in) 30 10-Sep-27 21-Oct-27
Water Infrastructure
A203 Water Infrastructure (canal tie-in, treatment plant prep) 30 10-Sep-27 21-Oct-27
Permitting & Early Procurement Approvals
A204 Permitting & Early Procurement Approvals 30 05-Nov-27 16-Dec-27
Construction Phase
A1040 Construction Phase Summary 364 08-Oct-27 05-Oct-28
Building Construction
A300 Data Center Shell & Core 90 17-Dec-27 20-Apr-28
A301 FOH / Office Building 60 14-Jan-28 06-Apr-28
A302 Car Park 30 10-Mar-28 20-Apr-28
Energy Center Buildout
A303 Energy Center 300MW Block Install 120 08-Oct-27 23-Mar-28
A304 Substation Civil & Foundations 60 17-Dec-27 09-Mar-28
A314 Switchgear & Transmission Tie-in 60 10-Mar-28 01-Jun-28
MEP & Cooling Systems
A305 Mechanical/Electrical Rough-In 90 10-Mar-28 13-Jul-28
A306 Direct-to-Chip Cooling Installation & Commissioning 60 09-Jun-28 31-Aug-28
Interiors & Site
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Page 2 of 3
TASK filter: All Activities
Data Date: 01-Sep-25

Exhibit "E"

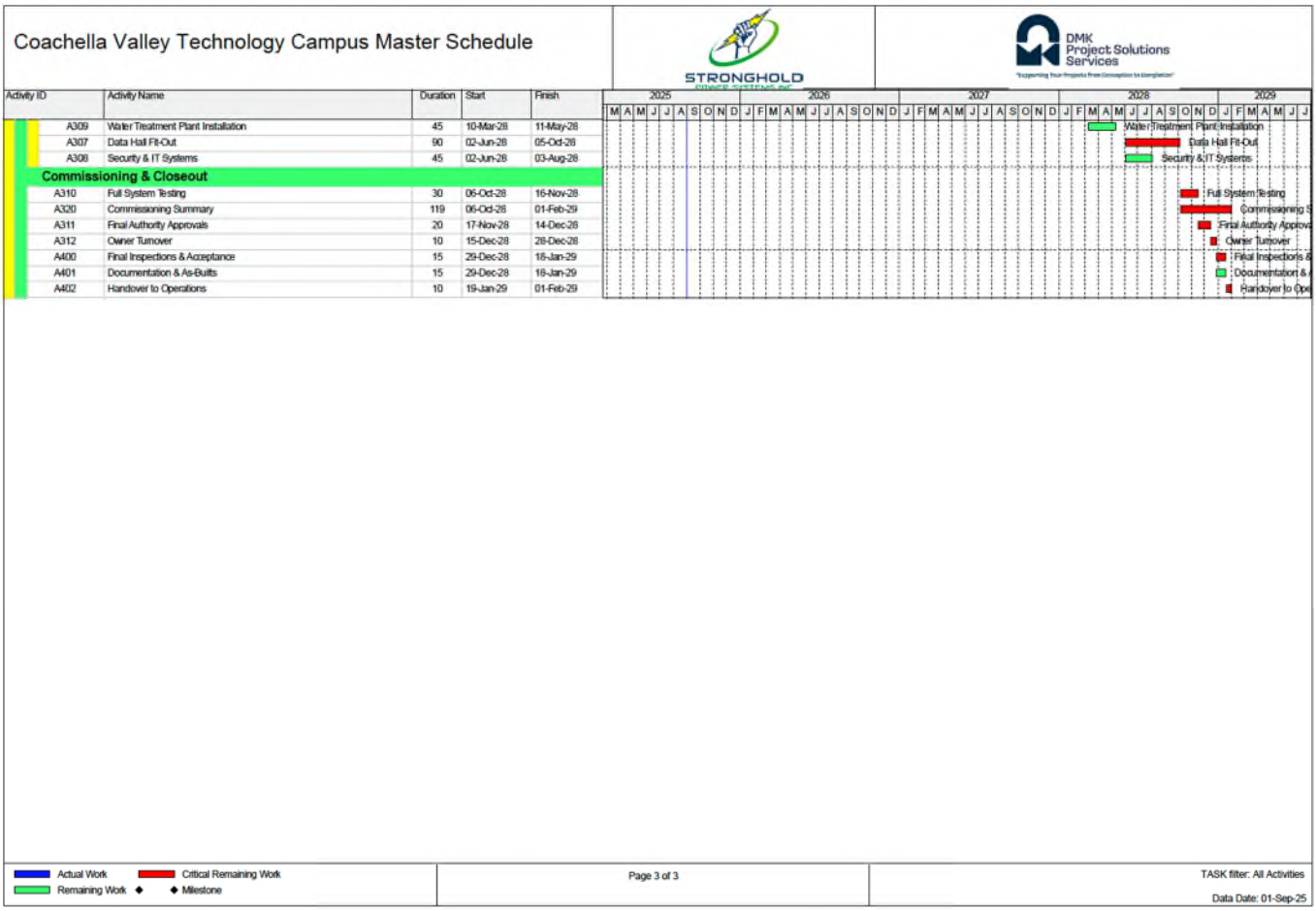

Coachella Valley Technology Campus Master Schedule
STRONGHOLD
DMK Project Solutions Services
Activity ID
Activity Name
Duration
Start
Finish
2025
2026
2027
2028
2029
A309 Water Treatment Plant Installation 45 10-Mar-28 11-May-28
A307 Data Hall Fit-Out 90 02-Jun-28 05-Oct-28
A308 Security & IT Systems 45 02-Jun-28 03-Aug-28
Commissioning & Closeout
A310 Full System Testing 30 06-Oct-28 16-Nov-28
A320 Commissioning Summary 119 06-Oct-28 01-Feb-29
A311 Final Authority Approvals 20 17-Nov-28 14-Dec-28
A312 Owner Turnover 10 15-Dec-28 28-Dec-28
A400 Final Inspections & Acceptance 15 29-Dec-28 18-Jan-29
A401 Documentation & As-Builts 15 29-Dec-28 18-Jan-29
A402 Handover to Operations 10 19-Jan-29 01-Feb-29
Water Treatment Plant Installation
Data Hall Fit-Out
Security & IT Systems
Full System Testing
Actual Work
Remaining Work
Critical Remaining Work
Milestone
Page 3 of 3
TASK filter: All Activities
Data Date: 01-Sep-25

EXHIBIT "F"

MAP OF TECHNOLOGY CAMPUS AND CAMPUS EXPANSION

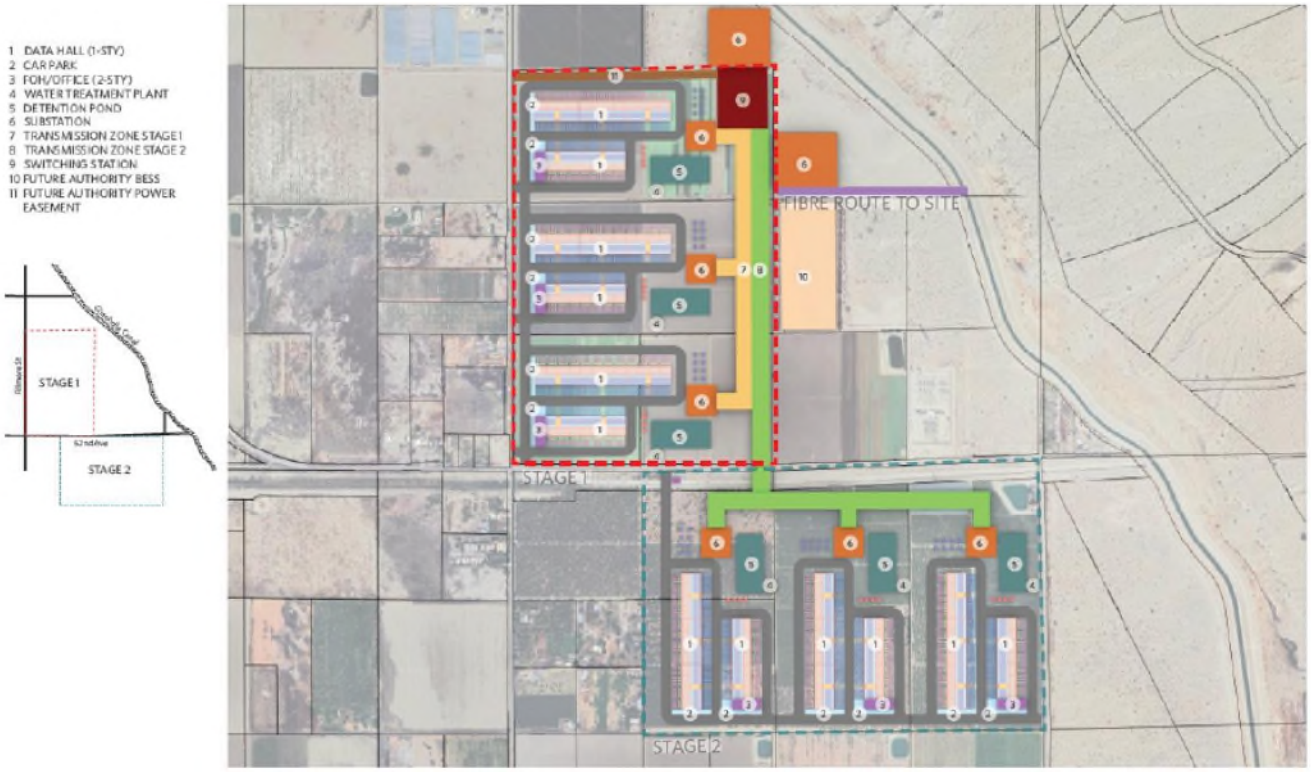


EXHIBIT "G"

RATE ASSUMPTIONS FOR NMU

1. CMU rates will be competitive with IID rates for large commercial customers such as the Technology Campus

2. CMU rates will be consistent with the discussions with initial data center customers within the Technology Campus.

3. CMU rates will be sufficient to cover:

   (i) a retention payment to the CMU equivalent to Eight Percent (8% of gross revenues, subject to reduction in the sole discretion of the City;

   (ii) all anticipated costs and expenses of the CMU for each fiscal year as well as appropriate reserves;

   (iii) all debt service for the Project Infrastructure; and

   (iv) a reasonable return on investment and operating profit of Provider.

EXHIBIT "H"

SERVICE FEE

Provider will provide the Project Infrastructure and all Project Services, O&M Services and Energy Services on the basis of a single turn-key provider fee equal to the revenue of the CMU for providing service within the NMU that is remaining each month after all costs and expenses of the CMU have been paid and the rate retention of the CMU has been retained. Provider acknowledges and agrees that the Service Fee is at-risk subject to the terms and conditions of this Agreement and the City does not guaranty any percentage of return or profit to Provider.

All debt service and repayment for financing obtained by Provider will be paid from its Service Fee.

The Service Fee will be payable in accordance with Section 7.3.

EXHIBIT "I"

LSE REQUIREMENTS

[to be inserted]

EXHIBIT "J"

INSURANCE REQUIREMENTS

See Attached

MINIMUM INSURANCE REQUIREMENTS
DEVELOPMENT & DESIGN PHASE

I. COVERAGE

Before the commencement of any significant design services, Provider shall procure and maintain Professional Liability (Errors & Omissions) insurance covering negligent acts, errors, and omissions arising out of Professional Services performed in connection with this Agreement, including design, engineering, planning, studies, modeling, and technical specifications, with a minimum required limit of $2,000,000 Per Claim and Aggregate.

When Provider retains a licensed architect, engineer or designer or any other Design Consultants (collectively "Consultants") such Consultants and their Subconsultants shall be required to maintain Professional Liability coverage in an amount not less than $5,000,000 Per Claim and Aggregate. This represents the minimum limit required and shall not be construed as confirmation that such limits are adequate to cover the risk.

All required Professional Liability coverage shall be maintained in full force and effect during the performance of the Professional Services and for a period of not less than four (4) years following the completion of such Professional Services, or two (2) years following Substantial Completion of the Project, whichever period is longer. The retroactive date of the Professional Liability policy must predate the beginning of any services provided under the contract and shall not be advanced during the period of time coverage is required to be maintained. Notwithstanding any provision to the contrary, Provider's maximum liability arising out of or related to Professional Services performed in connection with this Agreement, whether in contract, tort, or otherwise, shall not exceed the available proceeds of insurance, excluding liability arising from gross negligence, willful misconduct, or fraud. Consequential, incidental, or indirect damages are excluded to the maximum extent permitted by law.

II. OPTION TO USE ALTERNATIVE INSURANCE PROGRAMS

Provider may, in lieu of the insurance policies otherwise required above, satisfy such requirements through the use of a project-specific insurance program, a master project insurance program, or any other consolidated or alternative insurance arrangement (collectively, an "Alternative Insurance Program"), provided that the coverage afforded by such Alternative Insurance Program is substantially equivalent to, or more comprehensive than, the coverage required under this Agreement.

To the extent an Alternative Insurance Program is used, Provider may require its Consultants and Subconsultants to participate in such program, which shall satisfy their corresponding insurance obligations under this Agreement. The City shall not require Consultants or Subconsultants to procure separate or duplicative insurance unless commercially necessary due to a material coverage gap.

MINIMUM INSURANCE REQUIREMENTS
CONSTRUCTION PHASE

Provider shall procure and maintain insurance of the types specified below, and shall cause each of its Contractors, Subcontractors and Consultants of every tier (collectively "Contractors") to procure and maintain the same. All coverage shall be placed with insurance companies licensed to do business in the state where the project is located with a minimum A.M. Best rating of A- VIII. A specific exception to this requirement will be the State Compensation Insurance Fund of California.

Unless otherwise approved in writing by the City of Coachella ("City"), these insurance obligations shall remain in effect from commencement of any Work until Final Acceptance and through any applicable warranty or maintenance period specified in the Agreement.

I. COVERAGE

1. Commercial General Liability (CGL) Insurance

Provider shall maintain Commercial General Liability (CGL) insurance with a limit of not less than $2,000,000 Per Occurrence and $4,000,000 Aggregate. If such CGL insurance contains a General Aggregate Limit, it shall apply separately to this project as evidenced by ISO Endorsement CG 25 03 or equivalent.

CGL insurance shall be written on the current version of the ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If the CGL policy does not contain standard ISO separation of insureds condition or substantially similar clause, there shall be an endorsement providing cross liability.

If the Scope of Work includes work within 50 feet of any railroad, the CGL policy shall be endorsed to delete the Contractual Liability exclusion for work performed within 50 feet of a railroad.

The City shall be included as an additional insured under the CGL using ISO additional insured endorsements CG 20 10 10/01 (ongoing) and CG 20 37 10/01 (completed operations) or their equivalents, to the extent commercially available. Coverage shall be primary to, and will not seek contribution from, any other insurance or self-insurance programs afforded to the City. Coverage shall be maintained in effect for a period of ten (10) years following completion.

2. Commercial Auto

Provider shall maintain Commercial Auto insurance for all owned, hired, and non-owned vehicles with limits of not less than $1,000,000 Each Accident.

Coverage shall be written on the current version of ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. The City shall be included as an additional insured, on a primary and non-contributory basis.

3. Workers Compensation and Employers Liability Insurance

Provider shall maintain Workers Compensation and Employers Liability insurance as required by statute. Employers Liability limits shall not be less than $1,000,000 Each Accident, $1,000,000 Each Employee by Disease, and $1,000,000 Policy Limit by Disease.

4. Umbrella/Excess Liability
Provider shall maintain Umbrella/Excess Liability coverage with a minimum limit of $25,000,000 Each Occurrence and $25,000,000 Aggregate. Such policy shall provide coverage over and above the CGL, Auto Liability, and Employers Liability required herein and shall be at least as broad as the underlying coverages. The Excess policy (or policies) shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

This insurance will name the City as additional insured for ongoing and completed operations on a primary and non-contributory basis.

5. Professional Liability (Errors and Omissions)
Provider shall maintain Professional Liability insurance covering negligent acts, errors, and omissions arising out of Professional Services in an amount not less than $10,000,000 Per Claim and Aggregate.

If Provider or Contractors, retain a licensed architect, engineer or designer ("Design Professional") such Design Professional shall be required to maintain Professional Liability coverage in an amount not less than $5,000,000 Per Claim and Aggregate. This represents the minimum limit required and shall not be construed as confirmation that such limits are adequate to cover the risk.

All required Professional Liability coverage shall be maintained in force throughout the life of the project and for a period of four (4) years following substantial completion of the project. The retroactive date of the Professional Liability policy must predate the beginning of any services provided under the contract and shall not be advanced during the period of time coverage is required to be maintained.

6. Pollution Liability
Provider shall maintain Pollution Liability in an amount not less than $10,000,000 Per Occurrence and $10,000,000 Aggregate.

If any Contractor, Subcontractor or supplier, regardless of tier, perform remediation of hazardous material, or if their operations create an exposure to hazardous materials as those terms are defined in federal, state, or local law, such parties shall maintain in force for the full period of this contract insurance covering losses caused by pollution incidents arising from the operations of such parties. This insurance shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $5,000,000 Per Occurrence and $5,000,000 Aggregate

The City shall be included as an additional insured, on a primary and non-contributory basis.

If any Contractor, Subcontractor or supplier, regardless of tier, haul hazardous material (including without limitation, waste) their Commercial Auto policy must include MCS 90 and ISO endorsement CA 99 48 or equivalent coverage.

8. Riggers Liability
If Contractors work involves the moving, lifting, lowering, rigging or hoisting of property or equipment, such Contractor (or Contractors) shall carry Rigger's Liability Insurance to insure against physical loss or damage to first party or third party property or equipment and third party bodily injury with a minimum limit of $10,000,000.

7. Builders Risk (All-Risk)

Provider shall procure and maintain Builders Risk insurance on an "all-risks" completed value or equivalent policy form with a limit sufficient to cover the total value of the entire Project on a replacement cost basis including all materials, equipment, machinery, fixtures, and supplies intended for incorporation into the Utility. The limit shall be no less than the initial contract value, plus the value of any subsequent modifications. Coverage shall include property in transit, and to the extent commercially available and affordable, Equipment Breakdown, Testing, Delay In Start Up, Earthquake and Flood. The City, Provider, Contractor, and all Subcontractors of every tier shall be included as Additional Named Insureds (or Additional Insureds) on the policy.

The requirement to maintain Builders Risk shall remain in full force at all times during the duration of project without any gaps, delays or breaks in coverage, until the Completion and Acceptance of the Work.

The City and Provider waive all rights against each other and any of their Contractors, Subcontractors, agents, and employees, each of the other, for damages caused by fire, or other causes of loss, to the extent those losses are covered by the Builders Risk required by this agreement or other Property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The City and Provider, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Exhibit shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. If during the Project construction period the City insures properties, real or personal or both, at or adjacent to the site, the City waives all rights in accordance with the terms of this Exhibit for damages caused by fire or other causes of loss covered by said separate Property insurance or any Self-Insurance Program.

II. ADDITIONAL PROVISIONS AND CONDITIONS

1. Waiver of Subrogation

Provider waives all rights against the City, its agents, and employees for recovery of damages to the extent these damages are covered by insurance (whether or not such insurance is required by this agreement) including but not limited to Commercial General Liability, Commercial Auto, Workers Compensation, and Pollution Liability. This waiver or subrogation shall not apply to the extent such damages arise out of any acts, omissions, negligence or willful misconduct of the City.

2. Cancellation of Insurance

If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium, Provider's insurer or insurer's representative will provide 30 days notice of such cancellation or nonrenewal.

3. Evidence of Insurance

Prior to commencement of the work, Provider shall furnish the City with a Certificate of Insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. Copies of all required endorsements shall be submitted with the Certificate of Insurance. If requested by the City, Provider shall furnish copies of policies for each coverage required.

4. Failure to Maintain Insurance

Failure to maintain the required insurance may result in termination of this contract at the City's option.

5. Lower Tier Insurance

With the exception of Builders Risk, Provider shall require all Contractors to maintain insurance consistent with these requirements and shall be responsible for ensuring compliance.

6. Continuation of Coverage
All policies, coverages, and limits required by this agreement shall be maintained for a period of at least four (4) years following completion of the project unless specified elsewhere in this Exhibit.

7. No Representation of Coverage Adequacy
This Exhibit K shall not be construed as a representation or guarantee that such coverage and limits are adequate to protect the City, Provider, or any other party to the project, nor shall such coverage and limits be deemed as a limitation of liability.

III. BOND AND FINANCIAL SECURITY REQUIREMENTS

Provider may be required to maintain security requirements that may be satisfied with insurance or surety bonds. Provider may also require surety bonds securing the Provider's obligations by subcontractors, vendors and suppliers.

IV. CHANGES

The Parties acknowledge that insurance markets, statutory requirements, utility standards, and project risk profiles may change over time. The Insurance Requirements applicable to the Construction Phase are therefore subject to adjustment in accordance with this Section. No Party shall be required to procure or maintain insurance coverage beyond what is commercially reasonable, available, and customary for comparable public-private utility projects.

Accordingly, the Parties shall, in good faith, review the Insurance Requirements for the Construction Phase set forth in this Exhibit and may amend such requirements upon mutual written agreement. Any amendment shall be reasonably and proportionately based upon: (a) a material change in the scope or nature of the Work, (b) a change in applicable law, regulation, code, or binding industry standard, (c) a change in the commercial availability, terms, or pricing of the relevant insurance coverage, or (d) prevailing prudent practices within the utility, construction, or renewable-energy space.

The City shall have no unilateral right to increase the required limits or impose new insurance obligations on the Provider or its Contractors, except as expressly allowed in this Section.

If any required coverage becomes commercially unavailable, the Parties shall work in good faith to agree on a commercially reasonable substitute.

V. OPTION TO USE ALTERNATIVE INSURANCE PROGRAMS

Provider may, in lieu of one or more of the insurance policies otherwise required under this Agreement, satisfy such requirements through the use of an Owner-Controlled Insurance Program ("OCIP"), a Contractor-Controlled Insurance Program ("CCIP"), a project-specific insurance program, a master project insurance program, or any other consolidated or alternative insurance arrangement (collectively, an "Alternative Insurance Program"), provided that the coverage afforded by such Alternative Insurance Program is substantially equivalent to, or more comprehensive than, the coverage required under this Agreement, as determined by City in its reasonable discretion.

To the extent an Alternative Insurance Program is used, Provider may require its Contractors and Subcontractors of every tier to participate in such program, which shall satisfy their corresponding

insurance obligations under this Agreement. The City shall not require Contractors or Subcontractors to procure separate or duplicative insurance unless commercially necessary due to a material coverage gap.

MINIMUM INSURANCE REQUIREMENTS
OPERATION, MAINTENANCE AND SERVICE PHASE

Provider shall procure and maintain insurance of the types specified below, and shall cause each of its Subcontractors and Subconsultants of every tier (collectively "Subcontractors") to procure and maintain the same. All coverage shall be placed with insurance companies licensed to do business in the state where the project is located with a minimum A.M. Best rating of A- VIII. A specific exception to this requirement will be the State Compensation Insurance Fund of California.

The insurance required herein shall remain in effect for the full term of the O&M Agreement, including any renewal terms, warranty periods, or transition periods required for turnover.

I. COVERAGE

1. Commercial General Liability (CGL) Insurance

Provider shall maintain Commercial General Liability (CGL) insurance with a limit of not less than $2,000,000 Per Occurrence and $4,000,000 Aggregate.

CGL insurance shall be written on the current version of the ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products/completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). If the CGL policy does not contain standard ISO separation of insureds condition or substantially similar clause, there shall be an endorsement providing cross liability.

If the Scope of Services includes any work within 50 feet of any railroad, the CGL policy shall be endorsed to delete the Contractual Liability exclusion for work performed within 50 feet of a railroad.

The City of Coachella ("City") shall be included as an additional insured under the CGL using ISO additional insured endorsements CG 20 10 10/01 (ongoing) and CG 20 37 10/01 (completed operations) or their equivalents, to the extent commercially available. Coverage shall be primary to, and will not seek contribution from, any other insurance or self-insurance programs afforded to the City.

2. Commercial Auto

Provider shall maintain Commercial Auto insurance for all owned, hired, and non-owned vehicles with limits of not less than $1,000,000 Each Accident.

Coverage shall be written on the current version of ISO form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01. The City shall be included as an additional insured.

3. Workers Compensation and Employers Liability Insurance

Provider shall maintain Workers Compensation and Employers Liability insurance as required by statute. Employers Liability limits shall not be less than $1,000,000 Each Accident, $1,000,000 Each Employee by Disease, and $1,000,000 Policy Limit by Disease.

4. Umbrella/Excess Liability

Provider shall maintain Umbrella/Excess Liability coverage with a minimum limit of $25,000,000 Each Occurrence and $25,000,000 Aggregate. Such policy shall provide coverage over and above the CGL, Auto Liability, and Employers Liability required herein and shall be at least as broad as the underlying

coverages. The Excess policy (or policies) shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

This insurance will name the City as additional insured for ongoing and completed operations on a primary and non-contributory basis.

5. Professional Liability (Errors and Omissions)
If Provider provide engineering, design, supervision of interconnection systems, technical performance modeling, or similar Professional or Technical Services, Provider shall maintain Professional Liability insurance covering negligent acts, errors, and omissions arising out of such Professional Services in an amount not less than $10,000,000 Per Claim and Aggregate.

If Provider retain Subcontractors to provide Professional Services, Subcontractors shall be required to maintain Professional Liability coverage in an amount not less than $5,000,000 Per Claim and Aggregate. This represents the minimum limit required and shall not be construed as confirmation that such limits are adequate to cover the risk.

All required Professional Liability coverage shall be maintained in force throughout the life of the contract and for a period of four (4) years following completion of services. The retroactive date of the Professional Liability policy must predate the beginning of any services provided under the contract and shall not be advanced during the period of time coverage is required to be maintained.

6. Pollution Liability
Provider shall maintain Pollution Liability in an amount not less than $10,000,000 Per Occurrence and $10,000,000 Aggregate.

If any Subcontractors retained by Provider perform remediation of hazardous material, or if their operations create an exposure to hazardous materials as those terms are defined in federal, state, or local law (including but not limited to battery storage chemicals, herbicides, and transformer oils) such parties shall maintain in force for the full period of this contract insurance covering losses caused by pollution incidents arising from the operations of such parties. This insurance shall apply to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy of insurance affording these required coverages shall be written in an amount of at least $5,000,000 Per Occurrence and $5,000,000 Aggregate.

The City shall be included as an additional insured, on a primary and non-contributory basis.
If Provider or Subcontractors, regardless of tier, haul hazardous material (including without limitation, waste) their Commercial Auto policy must include MCS 90 and ISO endorsement CA 99 48 or equivalent coverage.

7. Cyber Liability
Provider shall maintain Cyber Liability covering losses and claims arising from or related to unauthorized access to, or use of, Project data, SCADA systems, communications networks, monitoring platforms, or other IT systems; Data Breach; Network Security Failures; Cyber Extortion; and Business Interruption or Extra Expense resulting from a Cyber Incident. Coverage shall include third-party liability, regulatory actions, incident response costs, forensic investigation, data restoration, system restoration, and breach notification expenses. The limits maintained shall be no less than $5,000,000 Per Claim and Aggregate.

8. Property Insurance (All-Risk)

Beginning on the Utility Operations Date and continuing for the duration of the Operating Term, as defined in the agreement, the Provider shall procure and maintain Property Insurance covering all related infrastructure, equipment, facilities, and improvements owned by the CMU in connection with the NMU. Coverage shall be written on an "all-risk" basis including coverage for physical loss or damage caused by Windstorm, Hail, Flood, Earthquake, Collapse, Theft, Vandalism, and Equipment Breakdown (including electrical arcing, mechanical breakdown, and transformer failure), to the extent commercially available and affordable. Pursuant to Section 9 of the Agreement, the City will be responsible to provide wildfire coverage for the assets of the CMU. In addition, Property Insurance shall include: Business Interruption, Electrical Generation Interruption, and/or Loss of Income in amounts sufficient to cover loss of revenue, operating margin, and fixed expenses during the period of restoration; Extra Expense coverage to minimize interruption or expedited repair costs; coverage for Renewable Energy Equipment (as applicable) including but not limited to photovoltaic modules, trackers, inverters, transformers, communications equipment, SCADA systems, battery-energy storage components, and interconnection facilities owned by the Operating Entity; and Utility Service Interruption coverage to the extent commercially available and affordable.

Property Insurance shall be maintained for the full replacement cost. Unless otherwise agreed, replacement cost valuation shall be based on: the current replacement cost of solar generating equipment and balance of plant (i.e. non-panel infrastructure) at the time of loss, and the full replacement cost of batteries or other energy storage equipment (if applicable).

The City shall be named as a Loss Payee, but only to the extent of their insurable interest in the Property. If required by Loan or Finance Agreement, Lender shall be included as Loss Payee or Mortgagee pursuant to such agreement.

9. Equipment
Provider and Subcontractors are responsible for insuring their own tools, vehicles, drones, test equipment, SCADA laptops, and personal property. The City is not responsible for such equipment or property.

II. ADDITIONAL PROVISIONS AND CONDITIONS

1. Waiver of Subrogation
Nothing in this Section shall modify or expand the scope of indemnity, except to allocate responsibility between the Parties and their insurers consistent with the risk allocation set forth in this Agreement.

2. Cancellation of Insurance
If the insurance company elects to cancel or non-renew coverage for any reason other than nonpayment of premium Provider' insurer or insurer's representative will provide 30 days notice of such cancellation or nonrenewal.

3. Evidence of Insurance
Prior to commencement of services, Provider shall furnish the City with a Certificate of Insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein. Copies of all required endorsements shall be submitted with the Certificate of Insurance. If requested by the City, Provider shall furnish copies of policies for each coverage required.

4. Failure to Maintain Insurance
Failure to maintain the required insurance may result in termination of this contract at the City's option.

5. Lower Tier Insurance

With the exception of Property Insurance, Provider shall require all Subcontractors to maintain insurance consistent with these requirements and shall be responsible for ensuring compliance.

6. Continuation of Coverage
All policies, coverages, and limits required by this agreement shall be maintained for a period of at least four (4) years following completion of services unless specified elsewhere in this Exhibit.

7. No Representation of Coverage Adequacy
Exhibit K shall not be construed as a representation or guarantee that such coverage and limits are adequate to protect the City, Provider, or any other party providing services in accordance with this Agreement, nor shall the requirement of such coverage and limits be deemed as a limitation of liability.

III. BOND AND FINANCIAL SECURITY REQUIREMENTS

The Provider may be required to maintain security requirements that may be satisfied with insurance or surety bonds. The Provider may also require surety bonds securing the Provider' obligations by subcontractors, vendors and suppliers.

IV. CHANGES

The Parties acknowledge that insurance markets, statutory requirements, utility standards, and project risk profiles may change over time. The requirements applicable to the Operational Phase are therefore subject to adjustment in accordance with this Section. No Party shall be required to procure or maintain insurance coverage, bonds, or financial instruments beyond what is commercially reasonable, available, and customary for comparable public-private utility projects.

Accordingly, the Parties shall, in good faith, review the requirements for the Operational Phase set forth in this Exhibit K and may amend such requirements upon mutual written agreement. Any amendment shall be reasonably and proportionately based upon: (a) a material change in the scope or nature of the Work, (b) a change in applicable law, regulation, code, or binding industry standard, (c) a change in the commercial availability, terms, or pricing of the relevant insurance coverage, or (d) prevailing prudent practices within the utility, construction, or renewable-energy space.

The City shall have no unilateral right to increase the required limits or impose new obligations on the Provider or its Subcontractors, except as expressly allowed in this Section.

If any required coverage becomes commercially unavailable, the Parties shall work in good faith to agree on a commercially reasonable substitute.

V. OPTION TO USE ALTERNATIVE INSURANCE PROGRAMS

Provider may, in lieu of one or more of the insurance policies otherwise required under this Agreement, satisfy such requirements through the use of a project-specific insurance program, a master project insurance program, or any other consolidated or alternative insurance arrangement (collectively, an "Alternative Insurance Program"), provided that the coverage afforded by such Alternative Insurance Program is substantially equivalent to, or more comprehensive than, the coverage required under this Agreement, as determined by City in its reasonable discretion.

FPPC COMPLAINT 04

William B. Pattison Jr. — Former City Manager, City of Coachella Gov. Code §§1090, 87100

COMPLAINT TO THE FAIR POLITICAL PRACTICES COMMISSION
State of California
Alleged Violation of the Political Reform Act
California Government Code Sections 1090 and 87100 et seq.
Filed: June 2026

COMPLAINANT INFORMATION
Name: Francisco Molina
City: Coachella, CA 92236
Capacity: Coachella Resident and Business Owner
RESPONDENT INFORMATION
Name: William B. Pattison Jr.
Title at Time of Violation: City Manager, City of Coachella
Approximate Term: On or about July 9, 2025 through May 2026, per city records
STATEMENT OF FACTS
Background — Pattison's Role
William B. Pattison Jr. served as City Manager of the City of Coachella on or about July 9, 2025 through May 2026, per city records. In his capacity as City Manager, Pattison was the chief administrative officer of the city responsible for recommending contracts, agreements, and expenditures to the city council for approval. On February 11, 2026, Pattison recommended to the Coachella City Council the approval of the Municipal Utility Development Agreement with Coachella Valley Power Services LLC, a subsidiary of Stronghold Power Systems Inc. The council voted unanimously 5-0 to approve the agreement on Pattison's recommendation (Supporting Document 2).
Documented Prior Financial Relationship with Urban Futures Inc.
A November 2023 Professional Services Agreement on file with the City of Coachella names William Pattison as Project Manager for Urban Futures Inc. at a rate of $335 per hour (Supporting Document 1). The scope of this agreement explicitly includes electric utility formation — the same subject matter as the Municipal Utility Development Agreement with Stronghold Power Systems that Pattison subsequently recommended for approval as City Manager.
This November 2023 agreement was executed prior to Pattison's appointment as City Manager. It establishes that Pattison had a prior financial relationship with Urban Futures Inc. in which he received compensation for work directly related to the subject matter of the February 11, 2026 Stronghold agreement.
Pattison Recommended New Urban Futures Contracts on the Same Agenda
On February 11, 2026, the same night that Pattison recommended approval of the Municipal Utility Development Agreement with Stronghold Power Systems, the Coachella City Council also approved two new contracts with Urban Futures Inc. on the consent calendar: Item 12 — a $75,000 contract for the Critical Electric Infrastructure Funding Program, and Item 13 — a $92,500 Continuing Disclosure and Post-Issuance Compliance Services contract. Total Urban Futures contracts recommended by Pattison on the February 11, 2026 agenda: $167,500 (Supporting Document 2).
Both Urban Futures contracts were recommended by Pattison as City Manager — the same official who had previously served as Urban Futures' Project Manager at $335 per hour under the November 2023 agreement. The simultaneous recommendation of the Stronghold agreement and $167,500 in Urban Futures contracts on the same agenda by the same official who had a documented prior financial relationship with Urban Futures constitutes a conflict of interest under California Government Code Section 1090.
The Section 1090 Violation
California Government Code Section 1090 prohibits public officials from being financially interested in any contract made by them in their official capacity or by any body or board of which they are members. A violation of Section 1090 renders the contract void ab initio —

meaning the contract is treated as though it never existed, eliminating any damage liability the city might otherwise face in terminating the agreement.

Pattison's prior financial relationship with Urban Futures Inc. — documented in the November 2023 Professional Services Agreement (Supporting Document 1) — combined with his subsequent recommendation of $167,500 in new Urban Futures contracts as City Manager on February 11, 2026 (Supporting Document 2), constitutes a prohibited financial interest in contracts made in his official capacity within the meaning of Government Code Section 1090. Furthermore Pattison's role in negotiating and recommending the Stronghold agreement — which was inextricably linked to the Urban Futures contracts on the same February 11 agenda — implicates Section 1090 with respect to the Stronghold agreement itself. The November 2023 Urban Futures agreement explicitly covered electric utility formation — the same subject matter as the Stronghold agreement — establishing that Pattison's prior financial relationship with Urban Futures was directly connected to the subject matter of the Stronghold agreement he subsequently recommended as City Manager.

On-Record Admissions Corroborating the Pattern

At the City of Coachella City Council regular meeting on May 27, 2026, former Development Services Director Gabriel Perez stated on the public record via Zoom at timestamp 4:14:26 that Pattison negotiated a bad deal and kept the city executive team out of decisions. Perez further stated that Pattison told staff behind the scenes that Stronghold had the project in the bag before proposals were even reviewed, and that Pattison would direct the city attorney on terms and convince council members it was a good deal because he thought they did not read staff reports. Perez additionally stated that Pattison forgave $40 million in development agreement fees for a separate project called Lantrada against the city attorney's best judgment, and that executive staff warned the council about Pattison's conduct in a March 26, 2025 letter, risking their own jobs to do so (Supporting Document 3).

At the same meeting, Council Member Stephanie Virgen stated on the public record at timestamp 6:20:34 that she would like a review of development agreements that the previous city manager was involved in, and specifically noted that he had apparently stopped allowing other staff to review those agreements (Supporting Document 3).

No Disclosure Was Made

There is no public record of Pattison disclosing his prior financial relationship with Urban Futures Inc. to the city council prior to recommending the Urban Futures contracts or the Stronghold agreement on February 11, 2026 (Supporting Document 2). The complainant raised the Pattison-Urban Futures conflict on the public record at the Coachella City Council regular meeting on May 27, 2026 during Item 17 public comment at timestamp 5:47:15, identifying Government Code Section 1090 as one of five documented legal exit ramps from the Stronghold agreement (Supporting Document 3).

COMPLAINANT'S PERSONAL KNOWLEDGE

The complainant has personal knowledge of the facts alleged in this complaint as follows:

The complainant personally conducted public records research and personally obtained the November 2023 Professional Services Agreement naming Pattison as Urban Futures Inc. Project Manager from City of Coachella public records. The complainant personally reviewed the agreement and confirmed its scope, Pattison's named role, and the $335/hour compensation rate (Supporting Document 1).

The complainant personally attended the Coachella City Council regular meeting on May 27, 2026, and personally heard Gabriel Perez's Zoom public comment at timestamp 4:14:26 and Council Member Virgen's statement at timestamp 6:20:34. The complainant personally made the public comment at timestamp 5:47:15 during Item 17 placing the Section 1090 conflict on the public record for the first time (Supporting Document 3).

The complainant personally obtained and reviewed the official February 11, 2026 City Council meeting minutes signed by City Clerk Angela Zepeda confirming both the Stronghold agreement and the Urban Futures contracts were approved on the same agenda (Supporting Document 2).

WITNESSES

The following individuals have direct knowledge of facts relevant to this complaint:
1. Gabriel Perez, Former Development Services Director, City of Coachella — stated on the public record at timestamp 4:14:26 on May 27, 2026 that Pattison kept the executive team out of decisions, told staff Stronghold had the project in the bag before proposals were reviewed, and directed the city attorney on contract terms. Contact through City of Coachella records.
2. Stephanie Virgen, Council Member, City of Coachella — stated on the public record at timestamp 6:20:34 on May 27, 2026 that Pattison stopped allowing staff to review development agreements he was involved in. Address: Coachella CA 92236.
3. Michael Busch, President, Urban Futures Inc. — principal of Urban Futures Inc. and signatory on the November 2023 Professional Services Agreement naming Pattison as Project Manager. Address: Urban Futures Inc., 1470 Maria Lane Suite 315, Walnut Creek CA 94596.
4. Angela Zepeda, City Clerk, City of Coachella — custodian of the November 2023 Urban Futures PSA and the official February 11, 2026 meeting minutes. Address: City of Coachella, 53990 Enterprise Way, Coachella CA 92236.

ALLEGED VIOLATIONS

California Government Code Section 1090 prohibits public officials from having a financial interest in contracts made in their official capacity. Pattison's documented prior financial relationship with Urban Futures Inc. — compensation at $335 per hour as Project Manager under a November 2023 agreement covering electric utility formation (Supporting Document 1) — combined with his subsequent recommendation of $167,500 in new Urban Futures contracts as City Manager on February 11, 2026 (Supporting Document 2), constitutes a prohibited financial interest in contracts made in his official capacity.

California Government Code Section 87100 prohibits a public official from making or participating in making a governmental decision in which he has a financial interest. Pattison's recommendation of both the Stronghold agreement and the Urban Futures contracts while maintaining an undisclosed prior financial relationship with Urban Futures constitutes participation in a governmental decision in which he had a financial interest.

The complainant respectfully requests that the FPPC investigate whether William B. Pattison Jr.'s recommendation of the February 11, 2026 Municipal Utility Development Agreement with Stronghold Power Systems and the simultaneous Urban Futures Inc. contracts totaling $167,500 violated California Government Code Sections 1090 and 87100, and whether any additional violations of the Political Reform Act apply based on the documented financial relationships described herein.

SUPPORTING DOCUMENTS

The following primary source documents support this complaint and are available for submission:
1. E4-01 — November 2023 Professional Services Agreement naming William Pattison as Project Manager for Urban Futures Inc. at $335 per hour, with scope including electric utility formation. Filed with the City of Coachella.
2. E4-02 — City of Coachella City Council Meeting Minutes, February 11, 2026, signed by City Clerk Angela Zepeda — confirming unanimous 5-0 approval of Municipal Utility Development Agreement with Stronghold Power Systems (Item 14), Urban Futures Inc. $75,000 contract (Item 12), and Urban Futures Inc. $92,500 contract (Item 13), all on the same consent calendar agenda. Total Urban Futures contracts: $167,500.
3. E4-03 — City of Coachella City Council regular meeting, May 27, 2026 — annotated exhibit PDF covering three timestamps: (a) timestamp 4:14:26 — Former Development Services Director Gabriel Perez's on-record Zoom public comment regarding Pattison's conduct, restricted staff access, Stronghold pre-selection, and Lantrada fee forgiveness; (b) timestamp 5:47:15 — complainant's on-record public statement during Item 17 identifying Government Code Section 1090 as a documented legal exit ramp citing Pattison's prior Urban Futures relationship; (c) timestamp 6:20:34 — Council Member Virgen's on-record statement regarding Pattison's development agreements and restricted staff review. YouTube: https://www.youtube.com/watch?v=FI1i-FUjboc

CERTIFICATION

I, Francisco Molina, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and belief, based on primary source public records research conducted by the complainant.

Signature: _____

Printed Name: Francisco Molina

Date: June 4, 2026

City: Coachella, CA 92236

Contact: cityofcoachellawatchdogs@gmail.com

Complaint Submitted

Thank you! Your complaint id is COM-06042026-02293

CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 3rd day of November, 2023 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 ("City") and Urban Futures Inc, a California Corporation with its principal place of business at 1470 Maria lane, Suite 315, Walnut Creek California 94596 ("Consultant"). The City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 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 represents that it is experienced in providing Financial Analysis and Budget Preparation Assistance services to public clients, is licensed in the State of California, and is familiar with the plans of the City.

2.2 Project.

The City desires to engage Consultant to render such services for the Financial Consultancy project ("Project") as set forth in this Agreement.

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 professional Public Finance consulting 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 November 6, 2023 to November 6, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. 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. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance 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 expeditiously, within the term of this Agreement, and 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 in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the City shall respond to Consultant's submittals in a timely manner. Upon request of the 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 the City.

3.2.4 Substitution of Key Personnel. Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Michael Busch, President and William Pattison, Project Manager.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Michael Busch, or his or 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 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 the City staff in the performance of Services and shall be available to the 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. Finally, 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, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions 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 for 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 Laws and Regulations. 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, including all Cal/OSHA requirements, 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. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 [**CITY TO CONFIRM INSURANCE REQUIREMENTS**] Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, 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 Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1 million per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1 Million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1 million per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection

with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant 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 One Hundred Thousand **($100,000)** without written approval of the City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City.

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the 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 City's Representative.

3.3.5 Labor Code Requirements.

3.3.5.1 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 1600, 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, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The 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. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, 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 Department of Industrial Relations. 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.

3.4 Accounting Records.

3.4.1 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 the 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The 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 the City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the 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 the Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.5.2 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:

Urban Futures Inc
1470 Maria lane, Suite 315
Walnut Creek, Ca 94596
Attn: Michael Busch, President

City:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: City Manager's Office

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the 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"). 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 design professionals other than Consultant or provided to Consultant by the City. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and 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 the 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 the 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 the City.

3.5.4 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.

3.5.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. 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 the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required

by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

3.5.7 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. This Agreement may only be modified by a writing signed by both parties.

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

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

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

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 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 work days. 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, and volunteers 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.

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

3.5.15 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.

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

3.5.17 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.

3.5.18 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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.

3.5.19 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, handicap, ancestry, sex or age. 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.

3.5.20 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 Workers' 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.

3.5.21 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.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work 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.

CITY OF COACHELLA **URBAN FUTURES, INC.**

By: _____
Gabriel D, Martin, Ph. D
City Manager

By: _____
Michael Busch
President

Attest:

_____
City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Analysis Duties

- Provide assistance on the formation of an electric utility
- Assist with the Police Services Study
- Provide assistance on the formation of two (2) City Development Agreements with KPC
- Assist the new Finance Director with the development and preparation of the FY 2024-25 Budget; and
- Assist with the completion of the FY 2022-23 ACFRs

EXHIBIT "B"

SCHEDULE OF SERVICES

We believe these services should be completed by the end of June 2024. However, we are recommending the a 1-year contract term in the event the studies identified within Exhibit A require additional time.

EXHIBIT "C"

COMPENSATION

UFI proposes to conduct the proposed services on an actual time and materials basis invoiced monthly. UFI's Professional Service Rate Schedule is as follows:

President/CEO	$350.00
Project Manager	$335.00
Financial Analyst	$225.00

UFI is unable to estimate the exact number of required hours for the project. However, we believe an initial budget of $100,000 is reasonable and UFI will work extremely efficiently to provide the entire Scope of Services.

Additional value-added services that are beyond the scope of work shall be agreed to by both parties via written amendment to the contract with a specific scope of work and pricing structure. These additional services may include municipal advisory, brokerage services, disposition negotiations, pro-forma review, general plan amendments, zone changes, site plan development, and crafting/revising specific plans.

If the foregoing terms meet with your approval, please indicate your acceptance by executing both copies of this proposal and returning one copy.

City Hall Council Chamber
1515 Sixth Street, Coachella, California
(760) 398-3502 ◆ www.coachella.org

MINUTES

CITY COUNCIL CLOSED SESSION AND
REGULAR MEETING
OF THE CITY OF COACHELLA
THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY
AND COACHELLA PARKS AND RECREATION FOUNDATION

February 11, 2026
4:00 PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

In-Person Meeting Location: Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA	**If you would like to attend the meeting via Zoom, here is the link:** **https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09** Or One tap mobile : 16699006833,,88457271898#,,,,*606140# Or Telephone: US: +1 669 900 6833 **Webinar ID: 884 5727 1898** **Passcode: 606140** **Spanish:** El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla

- Public comments may be received **either in person, via email, or via Zoom.**
  - **In Person:**

    Anyone wishing to speak in person during the public comment period or on a particular item is required to fill out a Request to Speak Form. In order to be recognized, a Request to Speak Form must be turned in to the City Clerk prior to the start of the public comment period or before the agenda item is taken up by Council on which you wish to provide a comment.
  - **In Real Time via Zoom:**

    If participating in real time via Zoom, during the public comment period, participants must be visible on camera and use the **"raise hand"** function on Zoom.
  - **In Writing via Email:**

    If providing a written comment by email, you may submit your public comment to the City Council by emailing cityclerk@coachella.org. To comment by email, submit your comments no later than 12 p.m. on the day of the meeting by emailing your name, agenda item (if applicable), and your comment. Any correspondence received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter, during the meeting and upon request one (1) hard copy of the written

public comments will be available for the public's view, and written comments will be retained for the official records. Written comments will not be read aloud at City Council meetings.

- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

CALL TO ORDER: - 4:00 P.M.

Mayor Hernandez called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 4:01 p.m.

ROLL CALL:

Present: Councilmember Perez, Councilmember Delgado (arrived at 4:15 p.m.), Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez

City Clerk

Absent: City Treasurer

APPROVAL OF AGENDA:

"At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda"

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)
   One (1) or More Potential Cases

2. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
   Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
   Two (2) or More Potential Cases

3. PUBLIC EMPLOYEE APPOINTMENT (Govt. Code Section 54957(b)(1))
   Title: Interim City Manager

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(1)
   Juan Ayala v. City of Coachella, Riverside County Superior Court, Case No. CVPS250281

RECONVENE REGULAR MEETING: - 6:00 P.M.

The City Council reconvened into open session at 6:02 p.m.

PLEDGE OF ALLEGIANCE:

City Manager Pattison led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

5. Presentation of Proclamation to Coachella Valley Little Arabs
6. Naming Options for the Sixth Street Seniors Apartments by Chelsea Investment Corporation

Mayor Hernandez abstained on item #6 and steps away at 6:01 p.m. and returned at 6:07 p.m.

WRITTEN COMMUNICATIONS:

None

PUBLIC COMMENTS (NON-AGENDA ITEMS) (LIMITED TO A MAXIMUM OF 30 MINUTES. IF ADDITIONAL TIME IS REQUIRED FOR PUBLIC COMMENTS, THEY WILL BE HEARD AFTER ITEM NO. 15. PUBLIC HEARING CALENDAR):

The public may address the City Council/Board/Corporation/ Authority on any item of interest to the public that is not on the agenda but is in the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.

None

CONSENT CALENDAR:

(It is recommended that Consent Items be acted upon simultaneously unless separate discussion and/or action is requested by a Council Member.)

7. Regular City Council Meeting Minutes of January 28, 2026, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
8. Quarterly Reports - Second Quarter (October - December) FY2025-2026
9. Voucher Listing- EFT's/Utility Billing Refunds/FY 2025-26 Expenditures as of February 11, 2026, $5,790,399.04

10. Authorize the City Manager to Execute Service Agreement Addendum with Vestis Services, LLC. to provide uniform and workplace supplies for a three year term

11. Approve Resolution No. 2026-09 Approving a Professional Services Agreement for Consulting Services with Roukema Consulting LLC for Assistance with the Development and Implementation of the Funding Program for Critical Electric Infrastructure in the City with a Not To Exceed Amount of $50,000

12. Approve Resolution No. 2026-10 Approving a Professional Services Agreement for Financial Advisory Services with Urban Futures, Inc. for Assistance with the Issuance of Bonds in Conjunction with the Formation of the Coachella Electric Financing Authority with a Not To Exceed Amount of $75,000

13. Approve Resolution No. 2026-11, Resolution WA-2026-01, Resolution SD-2026-01, and Resolution SA-2026-01 Approving a Professional Services Agreement with Urban Futures, Inc. to Provide Continuing Disclosure and Post-Issuance Compliance Services with a Total Five Year Not To Exceed Amount of $92,500 Distributed between the City of Coachella, the Coachella Water Authority, the Coachella Sanitary District, and the Successor Agency to the Coachella Redevelopment Agency

Motion: To approve the Consent Calendar

Made by: Mayor Pro Tem Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 5-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: None

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

14. Approve Municipal Utility Development Agreement with Coachella Valley Power Services, LLC for Implementation of the City's Municipal Electric Utility

Motion: To approve Municipal Utility Development Agreement with Coachella Valley Power Services, LLC for Implementation of the City's Municipal Electric Utility

Made by: Councilmember Virgen
Seconded by: Mayor Pro Tem Figueroa
Approved: 5-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: None

15. Authorize the City Manager to Execute Amendment #1 with the Following Consultants for On Call Engineering Services Project No. 082522: AKEL Engineering Group, Inc., BSE Engineering Inc, Dudek, Heptagon Seven, Kimley-Horn, Michael Baker International, SVA Architects Inc., TKE Engineering Inc.

Motion: To authorize the City Manager to Execute Amendment #1 with the Following Consultants for On Call Engineering Services Project No. 082522: AKEL Engineering Group, Inc., BSE Engineering Inc, Dudek, Heptagon Seven, Kimley-Horn, Michael Baker International, SVA Architects Inc., TKE Engineering Inc

Made by: Mayor Pro Tem Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 5-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: None

16. Approve Lease Agreement with El Tranvia, Inc. for the City-Owned Building Located at 1258 Sixth Street in the Downtown Pueblo Viejo District and Authorize the City Attorney to Approve Minor Changes to the Lease Agreement Prior to its Execution

Motion: To approve Lease Agreement with El Tranvia, Inc. for the City-Owned Building Located at 1258 Sixth Street in the Downtown Pueblo Viejo District and Authorize the City Attorney to Approve Minor Changes to the Lease Agreement Prior to its Execution

Mayor Hernandez abstains on item #16 and steps away at 6:50 p.m. and returns at 6:50 p.m.

Made by: Councilmember Delgado
Seconded by: Councilmember Perez
Approved: 4-0:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, and Mayor Pro Tem Dr. Figueroa
NOES: None
ABSTAIN: Mayor Hernandez
ABSENT: None

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

Mayor Hernandez adjourned the meeting at 7:26 p.m.

Angela Zepeda
City Clerk

EXHIBIT E4-03

VIDEO REFERENCE — CITY OF COACHELLA CITY COUNCIL REGULAR MEETING

FPPC Complaint — William B. Pattison Jr.

Meeting:	City of Coachella City Council Regular Meeting
Date:	May 27, 2026
Source:	YouTube (City of Coachella official channel)
URL:	https://www.youtube.com/watch?v=FI1i-FUjboc
Accessed:	June 3, 2026

PURPOSE OF THIS EXHIBIT

This exhibit identifies three specific timestamps within the May 27, 2026 City of Coachella City Council Regular Meeting recording that contain on-record statements directly relevant to the FPPC complaint against former City Manager William B. Pattison Jr. These statements establish a public record of Pattison's pattern of conduct, his prior financial relationship with Urban Futures Inc., and the conflict of interest concerns raised under Government Code Sections 1090 and 87100.

RELEVANT TIMESTAMPS AND STATEMENTS

Timestamp 4:14:26
Speaker: Gabriel Perez, Former Development Services Director, City of Coachella (Zoom public comment)

Summary: Former Development Services Director Gabriel Perez states on the public record that Pattison negotiated a bad deal and kept the city executive team out of decisions. Perez states that Pattison told staff behind the scenes that Stronghold had the project in the bag before proposals were even reviewed. Perez states that Pattison would direct the city attorney on terms and convince council members it was a good deal because he thought they did not read staff reports. Perez further states that Pattison forgave $40 million in development agreement fees for a separate project called Lantrada against the city attorney's best judgment and kept staff out of those decisions. Perez states that executive staff warned the council about Pattison's conduct in a March 26, 2025 letter, risking their own jobs.

Relevance to Complaint: Establishes on-record corroboration from a former city executive of the pattern of Pattison restricting internal oversight of contracts he was involved in, consistent with the

Section 1090 and Section 87100 violations alleged in this complaint.

Timestamp 5:47:15
Speaker: Francisco Molina, Complainant (Item 17 public comment)

Summary: Complainant states on the public record during Item 17 public comment that Government Code Section 1090 constitutes one of five documented legal exit ramps from the Stronghold agreement. Complainant identifies Pattison by name as having been named Urban Futures Inc.'s Project Manager at $335 per hour under a November 2023 Professional Services Agreement with the city, and states that Pattison subsequently became City Manager and recommended a new Urban Futures contract, constituting a prohibited financial interest under Section 1090.

Relevance to Complaint: Places the Section 1090 conflict of interest allegation against Pattison on the public record for the first time at a city council meeting, establishing the documented basis for this complaint.

Timestamp 6:20:34
Speaker: Council Member Stephanie Virgen (council comments)

Summary: Council Member Virgen states on the public record that she would like a review of development agreements that the previous city manager was involved in, and specifically notes that he had apparently stopped allowing other staff to review those agreements.

Relevance to Complaint: On-record admission by a sitting council member corroborating the pattern of Pattison restricting internal oversight of contracts he was involved in, consistent with the conduct described by former Development Services Director Gabriel Perez at timestamp 4:14:26.

NOTE: The complete video recording is publicly accessible at the URL above. Complainant reserves the right to submit a full transcript or certified copy of the recording upon request by the Commission.

Prepared by: Francisco Molina, Complainant

Date Prepared: June 3, 2026

Contact: cityofcoachellawatchdogs@gmail.com

DA CRIMINAL REFERRAL

William B. Pattison Jr. Gov. Code §§1090, 1097 — Filed June 5, 2026 Riverside County DA Special Prosecution Section

REFERRAL TO THE RIVERSIDE COUNTY DISTRICT ATTORNEY
Public Integrity Unit
Alleged Criminal Violation of California Government Code Section 1090
Conflict of Interest — Public Official
Submitted: June 2026

FROM
Name: Francisco Molina
City: Coachella, CA 92236
Capacity: Coachella Resident and Business Owner
Contact: cityofcoachellawatchdogs@gmail.com
SUBJECT
Referral for Criminal Investigation — William B. Pattison Jr., Former City Manager, City of Coachella. Alleged Criminal Violation of California Government Code Section 1090 — Conflict of Interest in Public Contract. Punishable under Government Code Section 1097 as a felony or misdemeanor.

NOTICE: A willful violation of California Government Code Section 1090 is a crime punishable under Government Code Section 1097 as a felony or misdemeanor. This referral requests criminal investigation and prosecution as appropriate.

PURPOSE OF THIS REFERRAL
This referral is submitted to the Riverside County District Attorney's Public Integrity Unit requesting a criminal investigation into whether William B. Pattison Jr., former City Manager of the City of Coachella, violated California Government Code Section 1090 by recommending the approval of contracts in which he had a prohibited financial interest. The contracts at issue — the Municipal Utility Development Agreement with Stronghold Power Systems Inc. and simultaneous Urban Futures Inc. contracts totaling $167,500 — were all approved by the Coachella City Council on February 11, 2026 on Pattison's recommendation.
STATEMENT OF FACTS
Pattison's Role as City Manager
William B. Pattison Jr. served as City Manager of the City of Coachella from approximately July 9, 2025 through May 2026, per city records. As City Manager, Pattison was the chief administrative officer responsible for recommending contracts and agreements to the city council. On February 11, 2026, Pattison recommended approval of the Municipal Utility Development Agreement with Coachella Valley Power Services LLC, a subsidiary of Stronghold Power Systems Inc., and simultaneously recommended approval of two new Urban Futures Inc. contracts on the same agenda: Item 12 — a $75,000 contract for the Critical Electric Infrastructure Funding Program, and Item 13 — a $92,500 Continuing Disclosure and Post-Issuance Compliance Services contract. Total Urban Futures contracts recommended by Pattison that night: $167,500. The council voted unanimously 5-0 to approve all items on Pattison's recommendation (Supporting Document 2).
Documented Prior Financial Relationship with Urban Futures Inc.
A November 2023 Professional Services Agreement on file with the City of Coachella names William Pattison as Project Manager for Urban Futures Inc. at a rate of $335 per hour (Supporting Document 1). The scope of this agreement explicitly includes "Provide assistance on the formation of an electric utility" — the same subject matter as the Municipal Utility Development Agreement with Stronghold Power Systems that Pattison subsequently recommended for approval as City Manager.
This November 2023 agreement was executed prior to Pattison's appointment as City Manager. It establishes that Pattison received direct financial compensation from Urban Futures Inc. for work directly related to the subject matter of the agreements he subsequently recommended as City Manager.

The Criminal Violation

California Government Code Section 1090 states that members of the Legislature, state, county, district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. A willful violation of Section 1090 is punishable as a felony or misdemeanor under Government Code Section 1097.

Pattison's prior financial relationship with Urban Futures Inc. — compensation at $335 per hour under a November 2023 agreement covering electric utility formation (Supporting Document 1) — combined with his subsequent recommendation of $167,500 in new Urban Futures contracts as City Manager on February 11, 2026 (Supporting Document 2), constitutes a prohibited financial interest in contracts made in his official capacity within the meaning of Government Code Section 1090.

Furthermore the Stronghold agreement and the Urban Futures contracts were presented together on the same February 11, 2026 agenda. The Urban Futures contracts were directly connected to the Stronghold agreement through the subject matter of electric utility formation. Pattison's financial interest in Urban Futures — established through his prior compensation — infected all recommendations on that agenda.

The Significance of a Section 1090 Violation

A Section 1090 violation does not merely expose Pattison to personal criminal liability. It renders both the Stronghold agreement and the Urban Futures contracts void ab initio — as though they never existed. This has profound implications for the City of Coachella's ongoing litigation exposure with Stronghold Power Systems. If the agreement is void ab initio the city may owe Stronghold nothing in damages regardless of any termination clause. The District Attorney's investigation and any resulting prosecution would directly support the city's legal position in that litigation.

On-Record Corroboration

At the City of Coachella City Council regular meeting on May 27, 2026, former Development Services Director Gabriel Perez — who served in that role for four years — stated on the public record via Zoom at timestamp 4:14:26 that Pattison negotiated a bad deal and kept the city executive team out of decisions. Perez stated that Pattison told staff behind the scenes that Stronghold had the project in the bag before proposals were even reviewed. Perez stated that Pattison would direct the city attorney on terms and convince council it was a good deal because he thought they did not read staff reports. Perez further stated that Pattison forgave $40 million in development agreement fees for a separate project called Lantrada against the city attorney's best judgment and kept staff out of those decisions. Perez stated that executive staff warned the council about Pattison's conduct in a March 26, 2025 letter at risk to their own jobs (Supporting Document 3).

Council Member Stephanie Virgen stated on the public record at timestamp 6:20:34 at the same meeting that Pattison had apparently stopped allowing other staff to review development agreements he was involved in (Supporting Document 3).

These on-record statements from a former city official and a sitting council member corroborate a pattern of conduct consistent with a knowing and willful violation of Government Code Section 1090.

No Disclosure Was Made

There is no public record of Pattison disclosing his prior financial relationship with Urban Futures Inc. to the city council prior to recommending the Urban Futures contracts or the Stronghold agreement on February 11, 2026 (Supporting Document 2). The failure to disclose — combined with the active restriction of staff access to the relevant agreements — is consistent with a knowing and willful violation within the meaning of Government Code Section 1097.

REQUEST FOR INVESTIGATION

The complainant respectfully requests that the Riverside County District Attorney's Public Integrity Unit investigate whether William B. Pattison Jr.'s recommendation of the February 11, 2026 Municipal Utility Development Agreement with Stronghold Power Systems Inc. and the

simultaneous Urban Futures Inc. contracts totaling $167,500 constituted a criminal violation of California Government Code Section 1090 as punishable under Government Code Section 1097.

The complainant further requests that the District Attorney consider whether the pattern of conduct described herein — including the restriction of staff access to relevant agreements, the direction of the city attorney on contract terms, and the failure to disclose the prior financial relationship — supports a finding of willful and knowing violation warranting felony prosecution. The complainant is available to provide all primary source documents referenced herein and to cooperate fully with any investigation.

SUPPORTING DOCUMENTS

The following primary source documents support this referral and are available upon request:

1. E5-01 — November 2023 Professional Services Agreement naming William Pattison as Project Manager for Urban Futures Inc. at $335 per hour, with scope explicitly including "Provide assistance on the formation of an electric utility." Filed with the City of Coachella.
2. E5-02 — City of Coachella City Council Meeting Minutes, February 11, 2026, signed by City Clerk Angela Zepeda — confirming unanimous 5-0 approval of Stronghold agreement (Item 14), Urban Futures $75,000 contract (Item 12), and Urban Futures $92,500 contract (Item 13) on same agenda on Pattison's recommendation. Total Urban Futures: $167,500.
3. E5-03 — City of Coachella City Council regular meeting, May 27, 2026 — annotated exhibit PDF covering two timestamps relevant to this referral: (a) timestamp 4:14:26 — Former Development Services Director Gabriel Perez's on-record Zoom public comment regarding Pattison's conduct, restricted staff access, Stronghold pre-selection, and Lantrada fee forgiveness; (b) timestamp 6:20:34 — Council Member Virgen's on-record statement regarding Pattison's restriction of staff review of development agreements. YouTube: https://www.youtube.com/watch?v=FI1i-FUjboc
4. E5-04 — City of Coachella — Stronghold Power Systems Investigation: Legal Briefing Document, Version 5, June 2026 — independent public records investigation prepared by complainant documenting all findings related to the Stronghold agreement and Pattison's role. Available for submission upon request.

CERTIFICATION

I, Francisco Molina, declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct to the best of my knowledge and belief, based on primary source public records research conducted by the complainant.

Signature: _____

Printed Name: Francisco Molina

Date: June 4, 2026

City: Coachella, CA 92236

Contact: cityofcoachellawatchdogs@gmail.com

Riverside County District Attorney — Public Integrity Unit

3960 Orange Street, Riverside, CA 92501

Special Prosecutions Region

Unscrupulous business practices erode consumer trust and create unfair competition for legitimate businesses. Environmental crimes poison our most valuable natural resources and endanger the community. Crimes committed by elected officials or others operating within the public trust violate individual rights and undermine the very foundation of our democracy. Schemes that defraud individuals, the government, and businesses cost the residents of Riverside County millions of dollars in taxes.
higher insurance premiums and higher retail prices.

The Special Prosecutions Section consists of specially trained prosecutors and investigators dedicated to ensuring that fraud and corruption are vigorously prosecuted and that our valuable natural resources are protected. The attorneys in this division prosecute their cases vertically, which means that one Deputy District Attorney handles a case from beginning to end.

This section of our website will introduce you to the following units: Major Fraud, Computer Crimes, Workers' Compensation Fraud, Auto Insurance Fraud, Life and Annuity Fraud, Welfare Fraud, Consumer Fraud, Environmental Protection, Real Estate Fraud, Professional Standards, and Elder Abuse. This section also contains tips on how to protect yourself from fraud and on how you can report fraud to the proper authorities. An engaged and vigilant community is an effective defense against these devastating crimes.

Forms

General Special Prosecution Complaint Form (English)

General Special Prosecution Complaint Form (Spanish)

Forms to report Real Estate Fraud

Real Estate Fraud Form (English)

Real Estate Fraud Form (Spanish)

Cannabis Regulation Task Force

Child Abduction Unit

Consumer Fraud

Environmental Protection

Fugitive Apprehension Unit

Grand Jury Advisor

Insurance Fraud

Lifer (Parole) Hearings

Inmate Parole Release Video Series "Justice No More"

"Justice No More" is a powerful series dedicated to informing, educating, and protecting the public by exposing the harsh realities of the justice system when it fails victims and their families. Through real stories and firsthand accounts, this series sheds light on the emotional and legal battles survivors endure long after a conviction, highlighting the dangers of early releases and policies that put communities at risk. Each episode amplifies the voices of those fighting to uphold justice, ensuring their struggles are not forgotten.



Watch on



Watc

Major Fraud

Organized Retail Theft

Real Estate Fraud

Welfare Fraud

Office of

The District Attorney

County of Riverside

SPECIAL PROSECUTION SECTION COMPLAINT FORM

PLEASE READ THE FOLLOWING AND INITIAL BELOW BEFORE COMPLETING THIS FORM: I hereby acknowledge that I understand that the District Attorney's Office is not permitted to act as attorney on behalf of individuals. The District Attorney's Office may or may not decide to file an action based on this complaint. If filed, the purpose of such an action will not be to obtain restitution on my behalf. I understand that filing this complaint does not take the place of seeking relief by filing suit with the aid of a private attorney or by filing an action in small claims court.

INITIALS: _____

Your Information:

Check this box if you are completing this form for the complainant ☐

Name: DOB:		
Complainant name (if different from above):		
Home Address:		
Business/Alternate Mailing Address:		
Phone (primary):	Phone (alternate):	Email:

Complaint Filed Against:

Name(s) of business and/or individual, including any salesperson/representative involved:		
Name(s) of salesperson and/or representative involved, if any:		
Address:		
Phone (primary):	Phone (alternate):	Email:

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Summary of Complaint:

Place(s) where transaction(s)/incident(s) occurred and date(s):

Product, incident or service involved:

Was there an advertisement or correspondence involved?

If yes, please attach a copy to your complaint.

Have you contacted the business or individual regarding your complaint?

If yes, please list:

- Specific date(s) of contact(s):
- Name and contact information of person(s):
- Results of contact:

Have you contacted law enforcement, or any other public agency?

If yes, please list:

- Name of agency:
- Agency report number:
- Name of person you contacted:

Have you contacted a private attorney about this matter?

If yes, please list:

- Name of attorney and/or law firm:
- Attorney contact information:

Has a civil action in any court been filed?

If yes, please list:

- County of filing:
- Court case number:
- Date filed:
- Date of next hearing, if applicable:

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Statement of Facts:

PLEASE PROVIDE A DETAILED EXPLANATION OF WHAT OCCURRED, DESCRIBING EVENTS IN CHRONOLOGICAL ORDER. Use additional sheets if necessary. Please attach COPIES (not originals) of all relevant documents to support your complaint.

Do you know of any other victims in this matter? If yes, please provide names, addresses, email addresses and phone numbers for each victim:

DATE:

Number of attached documents:

By typing your name here, you are acknowledging that you have signed this document.

PLEASE SUBMIT YOUR COMPLETED COMPLAINT FORM AND APPLICABLE ATTACHMENTS TO THE RIVERSIDE COUNTY DISTRICT ATTORNEY'S OFFICE:

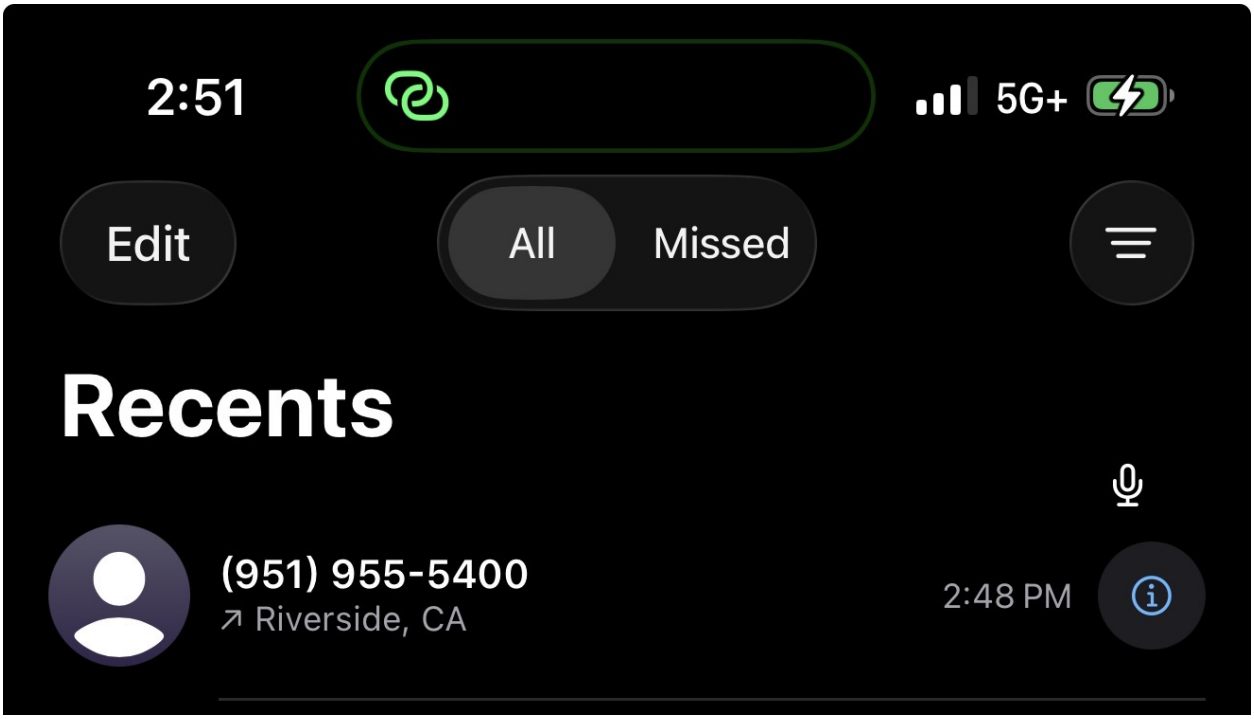
Mail to: Riverside County District Attorney's Office
ATTN: SPECIAL PROSECUTIONS SECTION
3960 Orange Street
Riverside, CA 92501

OR

Email to: SPSComplaint@rivcoda.org

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DA Referral — Phone Call Record — June 4, 2026



CITY OF COACHELLA
PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 3rd day of November, 2023 by and between the City of Coachella, a municipal corporation organized under the laws of the State of California with its principal place of business at 53990 Enterprise Way, Coachella, California 92236 ("City") and Urban Futures Inc, a California Corporation with its principal place of business at 1470 Maria lane, Suite 315, Walnut Creek California 94596 ("Consultant"). The City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties."

2. RECITALS.

2.1 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 represents that it is experienced in providing Financial Analysis and Budget Preparation Assistance services to public clients, is licensed in the State of California, and is familiar with the plans of the City.

2.2 Project.

The City desires to engage Consultant to render such services for the Financial Consultancy project ("Project") as set forth in this Agreement.

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 professional Public Finance consulting 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 November 6, 2023 to November 6, 2024, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Consultant.

3.2.1 Control and Payment of Subordinates; Independent Contractor. 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. The City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of the City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance 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 expeditiously, within the term of this Agreement, and 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 in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, the City shall respond to Consultant's submittals in a timely manner. Upon request of the 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 the City.

3.2.4 Substitution of Key Personnel. Consultant has represented to the City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the City. In the event that the City and Consultant cannot agree as to the substitution of key personnel, the City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows: Michael Busch, President and William Pattison, Project Manager.

3.2.5 City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). The City's Representative shall have the power to act on behalf of the City for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.6 Consultant's Representative. Consultant hereby designates Michael Busch, or his or 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 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 the City staff in the performance of Services and shall be available to the 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. Finally, 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, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions 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 for 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 Laws and Regulations. 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, including all Cal/OSHA requirements, 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. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10 [**CITY TO CONFIRM INSURANCE REQUIREMENTS**] Insurance.

3.2.10.1 Time for Compliance. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section.

3.2.10.2 Minimum Requirements. Consultant shall, at its expense, 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 Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

(B) Minimum Limits of Insurance. Consultant shall maintain limits no less than: (1) *General Liability:* $1 million per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1 Million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease.

3.2.10.3 Professional Liability. Consultant shall procure and maintain, and require its sub-consultants to procure and maintain, for a period of five (5) years following completion of the Project, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than $1 million per claim, and shall be endorsed to include contractual liability.

3.2.10.4 Insurance Endorsements. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection

with such work; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall be endorsed to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers.

3.2.10.6 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Consultant shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.

3.2.10.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.10.8 Verification of Coverage. Consultant shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.10.9 Reporting of Claims. Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11 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. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

3.3.1 Compensation. Consultant 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 One Hundred Thousand **($100,000)** without written approval of the City's City Manager. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Consultant shall submit to the City a monthly itemized statement which indicates work completed and hours of the Services rendered by Consultant. The statement shall describe the amount of the Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. The City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by the City.

3.3.4 Extra Work. At any time during the term of this Agreement, the City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by the 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 City's Representative.

3.3.5 Labor Code Requirements.

3.3.5.1 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 1600, 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, and if the total compensation is $1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. The 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. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.3.5.2 Registration and Labor Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then, in addition to the foregoing, pursuant to Labor Code sections 1725.5 and 1771.1, 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 Department of Industrial Relations. 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.

3.4 Accounting Records.

3.4.1 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 the 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.

3.5 General Provisions.

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. The 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 the City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, the 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 the Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

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

3.5.2 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:

Urban Futures Inc
1470 Maria lane, Suite 315
Walnut Creek, Ca 94596
Attn: Michael Busch, President

City:

City of Coachella
53990 Enterprise Way
Coachella, CA 92236
Attn: City Manager's Office

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.

3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for the 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"). 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 design professionals other than Consultant or provided to Consultant by the City. The City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at the City's sole risk.

3.5.3.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents and 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 the 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 the 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 the City.

3.5.4 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.

3.5.5 Attorneys' Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and all other costs of such action.

3.5.6 Indemnification. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, omissions or willful misconduct of Consultant, its officials, officers, employees, agents, consultants and contractors in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the City, its directors, officials, officers, employees, agents or volunteers. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against the City or its directors, officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Consultant shall reimburse the City and its directors, officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. 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 the City, its officials officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Consultant's Services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required

by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant.

3.5.7 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. This Agreement may only be modified by a writing signed by both parties.

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

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

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

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment or Transfer. Consultant shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.13 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 work days. 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, and volunteers 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.

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

3.5.15 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.

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

3.5.17 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.

3.5.18 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. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. 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.

3.5.19 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, handicap, ancestry, sex or age. 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.

3.5.20 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 Workers' 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.

3.5.21 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.

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

3.6 Subcontracting.

3.6.1 Prior Approval Required. Consultant shall not subcontract any portion of the work 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.

CITY OF COACHELLA **URBAN FUTURES, INC.**

By: _____
Gabriel D, Martin, Ph. D
City Manager

By: _____
Michael Busch
President

Attest:

_____
City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

Analysis Duties

- Provide assistance on the formation of an electric utility
- Assist with the Police Services Study
- Provide assistance on the formation of two (2) City Development Agreements with KPC
- Assist the new Finance Director with the development and preparation of the FY 2024-25 Budget; and
- Assist with the completion of the FY 2022-23 ACFRs

EXHIBIT "B"

SCHEDULE OF SERVICES

We believe these services should be completed by the end of June 2024. However, we are recommending the a 1-year contract term in the event the studies identified within Exhibit A require additional time.

EXHIBIT "C"

COMPENSATION

UFI proposes to conduct the proposed services on an actual time and materials basis invoiced monthly. UFI's Professional Service Rate Schedule is as follows:

President/CEO	$350.00
Project Manager	$335.00
Financial Analyst	$225.00

UFI is unable to estimate the exact number of required hours for the project. However, we believe an initial budget of $100,000 is reasonable and UFI will work extremely efficiently to provide the entire Scope of Services.

Additional value-added services that are beyond the scope of work shall be agreed to by both parties via written amendment to the contract with a specific scope of work and pricing structure. These additional services may include municipal advisory, brokerage services, disposition negotiations, pro-forma review, general plan amendments, zone changes, site plan development, and crafting/revising specific plans.

If the foregoing terms meet with your approval, please indicate your acceptance by executing both copies of this proposal and returning one copy.

City Hall Council Chamber
1515 Sixth Street, Coachella, California
(760) 398-3502 ◆ www.coachella.org

MINUTES

CITY COUNCIL CLOSED SESSION AND
REGULAR MEETING
OF THE CITY OF COACHELLA
THE COUNCIL SITTING AS THE COACHELLA SANITARY DISTRICT,
COACHELLA FIRE PROTECTION DISTRICT, COACHELLA FINANCING AUTHORITY,
COACHELLA EDUCATIONAL AND GOVERNMENTAL ACCESS CABLE CHANNEL CORPORATION,
COACHELLA WATER AUTHORITY, SUCCESSOR AGENCY TO THE COACHELLA REDEVELOPMENT AGENCY
AND COACHELLA PARKS AND RECREATION FOUNDATION

February 11, 2026
4:00 PM – CLOSED SESSION
6:00 PM – REGULAR MEETING

In-Person Meeting Location: Coachella City Hall Council Chamber 1515 Sixth Street Coachella, CA	**If you would like to attend the meeting via Zoom, here is the link:** **https://us02web.zoom.us/j/88457271898?pwd=REdzU1NoQmpVSFhWTDVaZ0VCekYxdz09** Or One tap mobile : 16699006833,,88457271898#,,,,*606140# Or Telephone: US: +1 669 900 6833 **Webinar ID: 884 5727 1898** **Passcode: 606140** **Spanish:** El idioma español está disponible en Zoom seleccionado la opción en la parte de abajo de la pantalla

- Public comments may be received **either in person, via email, or via Zoom.**
  - **In Person:**

    Anyone wishing to speak in person during the public comment period or on a particular item is required to fill out a Request to Speak Form. In order to be recognized, a Request to Speak Form must be turned in to the City Clerk prior to the start of the public comment period or before the agenda item is taken up by Council on which you wish to provide a comment.
  - **In Real Time via Zoom:**

    If participating in real time via Zoom, during the public comment period, participants must be visible on camera and use the **"raise hand"** function on Zoom.
  - **In Writing via Email:**

    If providing a written comment by email, you may submit your public comment to the City Council by emailing cityclerk@coachella.org. To comment by email, submit your comments no later than 12 p.m. on the day of the meeting by emailing your name, agenda item (if applicable), and your comment. Any correspondence received by the deadline will be forwarded to the City Council for consideration before action is taken on the matter, during the meeting and upon request one (1) hard copy of the written

public comments will be available for the public's view, and written comments will be retained for the official records. Written comments will not be read aloud at City Council meetings.

- The **live stream** of the meeting may be **viewed online** by accessing the city's website at www.coachella.org, and clicking on the "**Watch Council Meetings**" tab located on the home page, and then clicking on the "live" button.

CALL TO ORDER: - 4:00 P.M.

Mayor Hernandez called the City Council Closed Session and Regular Meeting of the City of Coachella to order at 4:01 p.m.

ROLL CALL:

Present: Councilmember Perez, Councilmember Delgado (arrived at 4:15 p.m.), Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez

City Clerk

Absent: City Treasurer

APPROVAL OF AGENDA:

"At this time the Council/ Board/Corporation/Authority may announce any items being pulled from the Agenda or continued to another date or request the moving of an item on the agenda"

PUBLIC COMMENTS (CLOSED SESSION ITEMS):

None

ADJOURN TO CLOSED SESSION:

1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION
   Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2)
   One (1) or More Potential Cases

2. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
   Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(4)
   Two (2) or More Potential Cases

3. PUBLIC EMPLOYEE APPOINTMENT (Govt. Code Section 54957(b)(1))
   Title: Interim City Manager

4. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
   Initiation of Litigation Pursuant to Government Code Section 54956.9(d)(1)
   Juan Ayala v. City of Coachella, Riverside County Superior Court, Case No. CVPS250281

RECONVENE REGULAR MEETING: - 6:00 P.M.

The City Council reconvened into open session at 6:02 p.m.

PLEDGE OF ALLEGIANCE:

City Manager Pattison led the Pledge of Allegiance.

CLOSED SESSION ANNOUNCEMENTS:

No reportable action taken.

PROCLAMATIONS/PRESENTATIONS/DIRECTION:

5. Presentation of Proclamation to Coachella Valley Little Arabs
6. Naming Options for the Sixth Street Seniors Apartments by Chelsea Investment Corporation

Mayor Hernandez abstained on item #6 and steps away at 6:01 p.m. and returned at 6:07 p.m.

WRITTEN COMMUNICATIONS:

None

PUBLIC COMMENTS (NON-AGENDA ITEMS) (LIMITED TO A MAXIMUM OF 30 MINUTES. IF ADDITIONAL TIME IS REQUIRED FOR PUBLIC COMMENTS, THEY WILL BE HEARD AFTER ITEM NO. 15. PUBLIC HEARING CALENDAR):

The public may address the City Council/Board/Corporation/ Authority on any item of interest to the public that is not on the agenda but is in the subject matter jurisdiction thereof. Please limit your comments to three (3) minutes.

None

CONSENT CALENDAR:

(It is recommended that Consent Items be acted upon simultaneously unless separate discussion and/or action is requested by a Council Member.)

7. Regular City Council Meeting Minutes of January 28, 2026, of the City of Coachella, Coachella Sanitary District, Coachella Fire Protection District, Coachella Financing Authority, Coachella Educational and Governmental Access Cable Corporation, Coachella Water Authority, Successor Agency to the Coachella Redevelopment Agency and Coachella Parks and Recreation
8. Quarterly Reports - Second Quarter (October - December) FY2025-2026
9. Voucher Listing- EFT's/Utility Billing Refunds/FY 2025-26 Expenditures as of February 11, 2026, $5,790,399.04

10. Authorize the City Manager to Execute Service Agreement Addendum with Vestis Services, LLC. to provide uniform and workplace supplies for a three year term

11. Approve Resolution No. 2026-09 Approving a Professional Services Agreement for Consulting Services with Roukema Consulting LLC for Assistance with the Development and Implementation of the Funding Program for Critical Electric Infrastructure in the City with a Not To Exceed Amount of $50,000

12. Approve Resolution No. 2026-10 Approving a Professional Services Agreement for Financial Advisory Services with Urban Futures, Inc. for Assistance with the Issuance of Bonds in Conjunction with the Formation of the Coachella Electric Financing Authority with a Not To Exceed Amount of $75,000

13. Approve Resolution No. 2026-11, Resolution WA-2026-01, Resolution SD-2026-01, and Resolution SA-2026-01 Approving a Professional Services Agreement with Urban Futures, Inc. to Provide Continuing Disclosure and Post-Issuance Compliance Services with a Total Five Year Not To Exceed Amount of $92,500 Distributed between the City of Coachella, the Coachella Water Authority, the Coachella Sanitary District, and the Successor Agency to the Coachella Redevelopment Agency

Motion: To approve the Consent Calendar

Made by: Mayor Pro Tem Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 5-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: None

NEW BUSINESS CALENDAR (LEGISLATIVE AND ADMINISTRATIVE):

14. Approve Municipal Utility Development Agreement with Coachella Valley Power Services, LLC for Implementation of the City's Municipal Electric Utility

Motion: To approve Municipal Utility Development Agreement with Coachella Valley Power Services, LLC for Implementation of the City's Municipal Electric Utility

Made by: Councilmember Virgen
Seconded by: Mayor Pro Tem Figueroa
Approved: 5-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: None

15. Authorize the City Manager to Execute Amendment #1 with the Following Consultants for On Call Engineering Services Project No. 082522: AKEL Engineering Group, Inc., BSE Engineering Inc, Dudek, Heptagon Seven, Kimley-Horn, Michael Baker International, SVA Architects Inc., TKE Engineering Inc.

Motion: To authorize the City Manager to Execute Amendment #1 with the Following Consultants for On Call Engineering Services Project No. 082522: AKEL Engineering Group, Inc., BSE Engineering Inc, Dudek, Heptagon Seven, Kimley-Horn, Michael Baker International, SVA Architects Inc., TKE Engineering Inc

Made by: Mayor Pro Tem Dr. Figueroa
Seconded by: Councilmember Perez
Approved: 5-0: Unanimous roll call vote:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, Mayor Pro Tem Dr. Figueroa, and Mayor Hernandez
NOES: None
ABSTAIN: None
ABSENT: None

16. Approve Lease Agreement with El Tranvia, Inc. for the City-Owned Building Located at 1258 Sixth Street in the Downtown Pueblo Viejo District and Authorize the City Attorney to Approve Minor Changes to the Lease Agreement Prior to its Execution

Motion: To approve Lease Agreement with El Tranvia, Inc. for the City-Owned Building Located at 1258 Sixth Street in the Downtown Pueblo Viejo District and Authorize the City Attorney to Approve Minor Changes to the Lease Agreement Prior to its Execution

Mayor Hernandez abstains on item #16 and steps away at 6:50 p.m. and returns at 6:50 p.m.

Made by: Councilmember Delgado
Seconded by: Councilmember Perez
Approved: 4-0:

AYES: Councilmember Perez, Councilmember Delgado, Councilmember Virgen, and Mayor Pro Tem Dr. Figueroa
NOES: None
ABSTAIN: Mayor Hernandez
ABSENT: None

PUBLIC HEARING CALENDAR (QUASI-JUDICIAL):

NONE

REPORTS AND REQUESTS:

Council Comments/Report of Miscellaneous Committees.

City Manager's Comments.

ADJOURNMENT:

Mayor Hernandez adjourned the meeting at 7:26 p.m.

Angela Zepeda
City Clerk

EXHIBIT E4-03

VIDEO REFERENCE — CITY OF COACHELLA CITY COUNCIL REGULAR MEETING

FPPC Complaint — William B. Pattison Jr.

Meeting:	City of Coachella City Council Regular Meeting
Date:	May 27, 2026
Source:	YouTube (City of Coachella official channel)
URL:	https://www.youtube.com/watch?v=FI1i-FUjboc
Accessed:	June 3, 2026

PURPOSE OF THIS EXHIBIT

This exhibit identifies three specific timestamps within the May 27, 2026 City of Coachella City Council Regular Meeting recording that contain on-record statements directly relevant to the FPPC complaint against former City Manager William B. Pattison Jr. These statements establish a public record of Pattison's pattern of conduct, his prior financial relationship with Urban Futures Inc., and the conflict of interest concerns raised under Government Code Sections 1090 and 87100.

RELEVANT TIMESTAMPS AND STATEMENTS

Timestamp 4:14:26
Speaker: Gabriel Perez, Former Development Services Director, City of Coachella (Zoom public comment)

Summary: Former Development Services Director Gabriel Perez states on the public record that Pattison negotiated a bad deal and kept the city executive team out of decisions. Perez states that Pattison told staff behind the scenes that Stronghold had the project in the bag before proposals were even reviewed. Perez states that Pattison would direct the city attorney on terms and convince council members it was a good deal because he thought they did not read staff reports. Perez further states that Pattison forgave $40 million in development agreement fees for a separate project called Lantrada against the city attorney's best judgment and kept staff out of those decisions. Perez states that executive staff warned the council about Pattison's conduct in a March 26, 2025 letter, risking their own jobs.

Relevance to Complaint: Establishes on-record corroboration from a former city executive of the pattern of Pattison restricting internal oversight of contracts he was involved in, consistent with the

Section 1090 and Section 87100 violations alleged in this complaint.

Timestamp 5:47:15
Speaker: Francisco Molina, Complainant (Item 17 public comment)

Summary: Complainant states on the public record during Item 17 public comment that Government Code Section 1090 constitutes one of five documented legal exit ramps from the Stronghold agreement. Complainant identifies Pattison by name as having been named Urban Futures Inc.'s Project Manager at $335 per hour under a November 2023 Professional Services Agreement with the city, and states that Pattison subsequently became City Manager and recommended a new Urban Futures contract, constituting a prohibited financial interest under Section 1090.

Relevance to Complaint: Places the Section 1090 conflict of interest allegation against Pattison on the public record for the first time at a city council meeting, establishing the documented basis for this complaint.

Timestamp 6:20:34
Speaker: Council Member Stephanie Virgen (council comments)

Summary: Council Member Virgen states on the public record that she would like a review of development agreements that the previous city manager was involved in, and specifically notes that he had apparently stopped allowing other staff to review those agreements.

Relevance to Complaint: On-record admission by a sitting council member corroborating the pattern of Pattison restricting internal oversight of contracts he was involved in, consistent with the conduct described by former Development Services Director Gabriel Perez at timestamp 4:14:26.

NOTE: The complete video recording is publicly accessible at the URL above. Complainant reserves the right to submit a full transcript or certified copy of the recording upon request by the Commission.

Prepared by: Francisco Molina, Complainant

Date Prepared: June 3, 2026

Contact: cityofcoachellawatchdogs@gmail.com

CITY OF COACHELLA

Municipal Utility Development Agreement — Stronghold Power Systems

Legal Briefing Document — Version 5 | June 2026

Prepared for Attorney Review | All Claims Sourced to Public Records

PURPOSE OF THIS DOCUMENT

This document presents findings from an independent public records investigation into the City of Coachella's Municipal Utility Development Agreement with Stronghold Power Systems, Inc. (operating through Coachella Valley Power Services LLC), approved unanimously 5-0 by the Coachella City Council on February 11, 2026. All claims in Section A are sourced to public records. Section A-Plus presents documented findings that corroborate unverified allegations. Section B presents allegations from a protected source. Section C presents on-record admissions from public meetings. The preparer is a Coachella resident and business owner.

SECTION A — DOCUMENTED PUBLIC RECORD FINDINGS

A1. The Agreement — Key Terms

Municipal Utility Development Agreement between City of Coachella and Coachella Valley Power Services LLC (Stronghold Power Systems subsidiary), approved February 11, 2026, 5-0.

Agreement term: 20 years with two optional 5-year extensions (up to 30 years total).

Stronghold granted exclusive authority to develop, operate, and manage city electrical utility infrastructure.

Same night: Roukema Consulting ($50,000), Urban Futures Inc. $75,000 contract (Item 12 — Critical Electric Infrastructure Funding Program), and Urban Futures Inc. $92,500 contract (Item 13 — Continuing Disclosure and Post-Issuance Compliance Services) approved on the consent calendar alongside the agreement. Total Urban Futures contracts approved that night: $167,500.

CEQA environmental review formally exempted by council vote on February 11, 2026, with no independent environmental analysis conducted.

Motion made by Council Member Stephanie Virgen; seconded by Mayor Pro Tem Figueroa.

Official minutes signed by City Clerk Angela Zepeda confirm the 5-0 unanimous roll call vote, with all five council members — Perez, Delgado, Virgen, Figueroa, and Hernandez — voting AYES.

A2. Stronghold Corporate Structure and Land Acquisition Timeline

Stronghold Power Systems, Inc. — Idaho corporation, registered agent: Robert L. Newell.

Coachella Valley Power Services LLC — California subsidiary, same principals.

Notice of Intent to Award issued to Stronghold: November 14, 2024.

Stronghold land purchase in Coachella: December 11, 2024 — 27 days after Notice of Intent to Award, before any contract was executed.

First documented land purchase by Stronghold Power Systems Inc. in Coachella project area: June 3, 2025 — Document 2025-0168077, DEED, recorded at Riverside County Assessor-Clerk-Recorder. Grantors: Calandri John A, Nelson Katherine. Grantee: Stronghold Power Systems Inc.

PROPCORP Inc. filed a Statement of Information with the California Secretary of State on February 11, 2026 — the exact date of the council vote.

A3. Beverly Bailey Campaign Contributions to Supervisor Victor Manuel Perez

Beverly Bailey: $5,000 — June 13, 2025 (10 days after the first documented land purchase in the project area — Document 2025-0168077 recorded June 3, 2025). Filed as F497P1 and F460A with Riverside County NetFile.

Stronghold-linked entities: additional contributions totaling at least $8,500 across multiple election cycles.

Total documented contributions: at least $13,500.

Beverly Bailey identified in California Secretary of State Cal-Access records as CEO and President of Stronghold Engineering Inc across 78 contributions totaling $124,100 in state-level filings spanning 2001 through 2026.

Supervisor Perez wrote a letter of support for Stronghold dated March 9, 2026 — after the vote and during community opposition. Letter was later rescinded after it was leaked publicly.

California Government Code Section 84308 (Levine Act, strengthened by SB 1439): Mandatory recusal applies when a party has contributed more than $250 to a decision-maker within the prior 12 months. Perez did not recuse.

A4. City Manager William Pattison — Prior Financial Relationship with Urban Futures Inc.

November 2023 Professional Services Agreement: Names William Pattison as Project Manager for Urban Futures Inc. at $335/hour. Agreement dated November 3, 2023. Signed by then-City Manager Gabriel Martin.

Scope of the November 2023 agreement (Exhibit A) explicitly includes “Provide assistance on the formation of an electric utility” — the same subject matter as the February 11, 2026 Stronghold agreement.

Pattison appointed as City Manager: July 9, 2025.

On February 11, 2026, Pattison recommended approval of two new Urban Futures contracts on the same agenda as the Stronghold agreement he was also recommending: Item 12 ($75,000) and Item 13 ($92,500) — total $167,500.

Conflict: California Government Code Section 1090 prohibits a public official from being financially interested in any contract made in their official capacity. The prior financial relationship between Pattison and Urban Futures, combined with his role recommending $167,500 in Urban Futures contracts on February 11, constitutes a prohibited financial interest.

A Section 1090 violation renders the affected contracts void ab initio — as though they never existed.

A5. Former Mayor Hernandez — Documented Campaign Contribution from Stronghold

Stronghold Power System Inc. contributed $4,900 to the Committee to Elect Steven Hernandez for Mayor 2022 on October 11, 2022. Source: Hernandez Form 460, Schedule A, page 8, Committee ID 1454871, filed with City of Coachella City Clerk.

Hernandez did not recuse from the February 11, 2026 vote approving the agreement.

City attorney admitted on the public record at the May 11, 2026 Town Hall that he was unaware of this contribution (timestamp 55:43), that no one on the city attorney team had any idea of it (timestamp 57:32), and that it was Hernandez’s obligation as mayor to recuse himself if he had a conflict of interest (timestamp 57:45). YouTube: https://www.youtube.com/watch?v=6Vk7DROGT6Q

Supervisor Perez contributed $4,900 to Hernandez for Mayor 2022 on September 13, 2022 (Perez F460E and Hernandez Form 460). Perez paid Hernandez an additional $10,000 on June 28, 2023 coded CNS — Campaign Consultants (Perez F460E). Source: Riverside County NetFile.

PropCorp Inc. contributed $2,000 to Hernandez for Mayor 2022 on October 13, 2022. Source: Hernandez Form 460, Schedule A, page 10, Committee ID 1454871.

A6. Robert L. Newell — Black Hawk III LLC and SEC Enforcement History

Robert L. Newell: Registered agent for Stronghold Power Systems (Idaho).

Black Hawk III LLC: Idaho LLC, Kootenai County (Coeur d'Alene) — same city as Black Hawk Funding headquarters per SEC records.

SEC Civil Action No. 5:24-cv-01524: SEC enforcement action involving Black Hawk Funding, headquartered in Coeur d'Alene.

PROPCORP easement (Document 2019-0082900): Robert L. Newell signed as representative of Black Hawk III LLC; notarized in Kootenai County, Idaho.

Black Hawk Funding funded the Coachella Cannabis Complex at PROPCORP's address in February 2017 — two years before the 2019 easement. This is a documented prior financial relationship between Newell and PROPCORP.

A7. Paul Pavao — PROPCORP Inc. and BBK Dual Representation

Paul Pavao: Vice President of PROPCORP Inc.

PROPCORP holds land adjacent to the Stronghold project area (84851 Avenue 48, Coachella).

Recorded mortgage documents referencing Black Hawk III LLC link PROPCORP and Newell financially.

2021 Reimbursement Agreement: City of Coachella and PROPCORP Inc. — a formal agreement for an industrial development including a substation in the project area.

BBK (Best Best and Krieger LLP) represented Paul Pavao in this 2021 agreement.

BBK also served as city counsel negotiating the Stronghold agreement in 2025–2026.

Conflict question: California Rules of Professional Conduct Rule 1.9 prohibits an attorney from representing a new client in a matter substantially related to a prior representation of a former client with adverse interests. BBK's representation of both the city and Pavao on matters involving the same property area warrants State Bar review.

A8. Golden State Energy Services — Pre-Vote Substation Permit

City of Coachella July 2025 Development Status Report: Lists Golden State Energy Services at 3421 Gato Court, Riverside, CA 92507 as contact for an approved substation permit in Coachella.

3421 Gato Court, Riverside is the registered address of Stronghold Power Systems.

Significance: An entity at Stronghold's address held a city-approved substation permit before the public RFQ process concluded and before the agreement was executed.

A9. Council Member Virgen — Dual Role with Supervisor Perez

Council Member Stephanie Virgen made the February 11, 2026 motion to approve the Stronghold agreement.

Virgen's Form 460, Committee ID 1452043, lists her occupation as Legislative Assistant and employer as Riverside County — the county whose supervisor funded her campaign.

Supervisor Perez's committee contributed $4,900 to Virgen for Coachella City Council 2022 on September 13, 2022. Source: Perez F497P2 and Virgen Form 460, Schedule A.

Virgen's 2020 campaign contributed $2,000 to Hernandez For Mayor 2020 on October 21, 2020. Source: Riverside County NetFile.

May 26, 2026: Virgen was present at the Thermal-Oasis Community Council (CSA 125) meeting at 87-229 Church Street, Thermal, CA, in her capacity as Supervisor Victor Manuel Perez's official representative. Virgen departed the CSA 125 meeting before public comments began after the preparer's presence was noted. Ernie Rios, Chair of CSA 125, confirmed on the public record via Zoom at the May 27, 2026 city council meeting (timestamp 4:21:13) that the Thermal community was not consulted about Phase 2 annexation.

Conflict question: A council member who made the motion to approve a contract, and who simultaneously serves as official representative of a county supervisor with documented financial ties to the contract's beneficiary, presents a disqualifying conflict under California conflict of interest law.

A10. Council Member Perez — Self-Recusal Inconsistency

Council Member Perez (city-level, distinct from Supervisor Victor Manuel Perez) self-recused on a separate development item presented at a later meeting, citing a potential conflict of interest.

Perez did not apply the same standard on the February 11, 2026 vote approving the Stronghold agreement.

Significance: The self-recusal on a later item demonstrates awareness of recusal obligations, making the failure to recuse on February 11 a more significant inconsistency.

SECTION A-PLUS — DOCUMENTED FINDINGS CORROBORATING UNVERIFIED ALLEGATIONS

The following documented findings do not independently prove the allegations in Section B but are consistent with and corroborate them. They are presented separately to preserve the evidentiary integrity of Section A.

A-Plus 1. Kendra Reif Placement as Community Development Director

City of Coachella Development Status Reports (July 2025 and October 2025): Confirm Kendra Reif as Community Development Director. This corroborates the Section B allegation that Reif was placed in a key permitting role. Her qualifications have not been independently verified by the preparer.

A-Plus 2. Pattison / Urban Futures — Prior Contract Under Gabriel Martin

The November 2023 Urban Futures Professional Services Agreement was signed by then-City Manager Gabriel Martin, not Pattison. This corroborates the Section B allegation that a prior Urban Futures arrangement was in place before Pattison's appointment, while leaving open the question of whether Martin later refused additional related documents.

A-Plus 3. Gabriel Martin Cease and Desist

Public reporting confirms that former City Manager Gabriel Martin issued a cease and desist letter to Pattison following Pattison's reappointment, alleging violations of a settlement agreement and citing ethical concerns. The preparer has not independently obtained the letter. This is documented in public reporting only.

A-Plus 4. Verde / Quercio Cluster — Adjacent Land

Verde Nine Fourteen LLC (SEC CIK 0001939260) operates at 84845 Avenue 48, Coachella — adjacent to PROPCORP at 84851 Avenue 48. This cluster of entities in the immediate project area corroborates the Section B allegation of coordinated land positioning around the Stronghold project.

SECTION B — UNVERIFIED ALLEGATIONS FROM PROTECTED SOURCE

IMPORTANT NOTE ON SECTION B

The following allegations were received from a source with direct knowledge of city operations whose identity the preparer is protecting. These allegations have NOT been independently verified through public records. They are presented here to assist legal counsel in directing document requests and investigation. They should not be stated publicly as fact until corroborated.

The contact alleges Gabriel Perez, former Development Services Director, was removed and replaced by Kendra Reif at Pattison's direction despite Reif lacking qualifications, in order to place a compliant person in a key permitting role.

The contact alleges Jennifer Pattison (Bill Pattison's wife), a former city administrative assistant, was terminated from city employment.

The contact alleges a contract between the City and Urban Futures was previously approved around November 2023, and that former City Manager Gabriel Martin refused to sign related documents due to awareness of Pattison's intended arrangement with Urban Futures.

The contact alleges Gabriel Martin's removal in January 2025 — in a 3-2 council vote with no public explanation — was connected to his resistance to the Stronghold arrangement.

SECTION C — ON-RECORD ADMISSIONS FROM PUBLIC MEETINGS

The following statements were made on the public record at city meetings. All items in this section are sourced to timestamped video recordings or verifiable public meeting transcripts.

C1. The Two Consultant Contracts — City Attorney Admission

Source: Public moratorium meeting, May 11, 2026. YouTube: https://www.youtube.com/watch?v=6Vk7DROGT6Q

The city attorney stated on the record that he was not aware of the two consultant contracts (Roukema Consulting $50,000 and Urban Futures $75,000) approved on the same night as the Municipal Utility Development Agreement. The preparer publicly challenged the city attorney on this point at the meeting.

Significance: A city attorney who reviewed the February 11, 2026 agenda should be aware of all items on that agenda. This admission is worth review with legal counsel.

C2. Who Directed BBK to Begin Drafting the Agreement

Source: Public moratorium meeting, May 11, 2026.

The city attorney stated that the council approved a Notice to Proceed with Stronghold in May 2025, and that BBK then negotiated the agreement over nine months.

Significance: This places the initiation of the agreement in May 2025 — predating Pattison's July 9, 2025 appointment but during the period covered by his prior Urban Futures contract.

C3. Hernandez Recusal — City Attorney Admission

Source: Public moratorium meeting, May 11, 2026. Timestamps 55:43, 57:32, 57:45.

The city attorney admitted on the record that he was unaware of the $4,900 Stronghold campaign contribution to former Mayor Hernandez and that no one had advised Hernandez about recusal obligations.

Significance: This is a direct admission that recusal counsel was not provided prior to the February 11 vote.

C4. Council Member Virgen — Request to Explore New City Counsel

Source: Coachella City Council regular meeting, May 27, 2026. Timestamp: 6:22:08 – 6:22:52. YouTube: https://www.youtube.com/watch?v=FI1i-FUjboc

Council Member Stephanie Virgen requested that the council explore options for retaining a different law firm to represent the city, stating “nothing personal” and citing community feedback she had received on multiple occasions.

Significance: Virgen — who made the February 11, 2026 motion to approve the Stronghold agreement, with BBK serving as city counsel — is now on record requesting review of the city’s legal representation in response to community pressure.

C5. Council Member Virgen — Request to Review Pattison-Era Development Agreements

Source: Coachella City Council regular meeting, May 27, 2026. Timestamp: 6:20:34 – 6:21:16. YouTube: https://www.youtube.com/watch?v=FI1i-FUjboc

Council Member Virgen requested a formal review of development agreements that the previous city manager (William Pattison) was involved in, and specifically noted that he had apparently stopped allowing other staff to review those agreements.

Significance: On-record council admission that (a) Pattison was involved in development agreements requiring review, and (b) he restricted internal access to those agreements. Combined with the documented Pattison/Urban Futures prior financial relationship (Section A4), this corroborates the broader Section 1090 concern.

C6. Former Development Services Director Gabriel Perez — Zoom Public Comment

Source: Coachella City Council regular meeting, May 27, 2026. Timestamp: 4:14:26. YouTube: https://www.youtube.com/watch?v=FI1i-FUjboc

Former Development Services Director Gabriel Perez (served four years) stated on the public record via Zoom that Pattison negotiated a bad deal and kept the city executive team out of decisions.

Perez stated that Pattison told staff behind the scenes that Stronghold had the project in the bag before proposals were even reviewed.

Perez stated Pattison would direct the city attorney on terms and convince council members it was a good deal because he thought they did not read staff reports.

Perez stated Pattison forgave $40 million in development agreement fees for a separate project called Lantrada against the city attorney’s best judgment and kept staff out of those decisions.

Perez stated that executive staff warned the council about Pattison’s conduct in a March 26, 2025 letter, risking their own jobs to do so.

Significance: On-record corroboration from a former city executive of the pattern of conduct consistent with a knowing and willful Section 1090 violation.

C7. Complainant’s Item 17 Public Comment — Five Exit Ramps on Record

Source: Coachella City Council regular meeting, May 27, 2026. Timestamp: 5:47:15. YouTube: https://www.youtube.com/watch?v=FI1i-FUjboc

Complainant Francisco Molina stated on the public record during Item 17 public comment that five documented legal exit ramps exist for the city, including: (1) BBK Rule 1.9 conflict; (2) Section 1090 violation citing Pattison’s Urban Futures prior financial relationship; (3) unjustified CEQA exemption; (4) council member conflicts on February 11; and (5) Virgen/Perez disqualifying dual-role conflict.

The council voted 4-0 to retain independent third-party legal counsel to review the agreement, with direction that BBK be excluded from the process.

Significance: All five exit ramps are now on the public record at a city council meeting and within the formal scope of the ordered third-party legal review.

C8. Ernie Rios — CSA 125 Chair Confirms Thermal Community Not Consulted

Source: Coachella City Council regular meeting, May 27, 2026. Timestamp: 4:21:13. YouTube: https://www.youtube.com/watch?v=FI1i-FUjboc

Ernie Rios, Chair of the Thermal Oasis Community Council (CSA 125), stated on the public record via Zoom that the community of Thermal was not consulted about Phase 2 of the Stronghold project, which calls for annexation of portions of Thermal for additional data centers. Rios stated that Thermal has repeatedly expressed no interest in being annexed by Coachella.

Significance: Corroborates that Phase 2 — referenced in Supervisor Perez’s March 9, 2026 letter of support — was being advanced without the consent or consultation of the affected community.

C9. May 27, 2026 Council Direction — Moratorium, Exit, and Leadership Changes

Source: Coachella City Council regular meeting, May 27, 2026. YouTube: https://www.youtube.com/watch?v=FI1i-FUjboc

Council voted 4-0 to direct staff to bring back an emergency urgency ordinance implementing a moratorium on data centers and high-energy-intensity industrial uses. Special meeting scheduled for the following week.

Council directed staff to bring options to exit the Stronghold agreement and retain independent legal counsel (BBK excluded).

Council approved Gustavo Romo as new permanent City Manager, effective June 15, 2026. Interim City Manager Lincoln Bogart appointed effective immediately.

Stronghold representatives were asked to leave the chambers during the meeting due to security concerns. Stronghold had sent a letter to the city earlier in May 2026 seeking written assurances the city would comply with the agreement.

Significance: The council’s unanimous direction to exit the Stronghold agreement and its emergency moratorium posture constitute the clearest possible public record of the city’s intent to unwind the February 11, 2026 vote.

FIVE DOCUMENTED LEGAL EXIT RAMPS FOR THE CITY

The following legal theories, each grounded in documented public record findings, provide potential bases for voiding or exiting the Stronghold agreement. These are presented for attorney review and are not legal conclusions.

Exit Ramp 1 — BBK Rule 1.9 Conflict of Interest

BBK represented both the City in negotiating the Stronghold agreement and Paul Pavao (PROPCORP Vice President) in the 2021 Reimbursement Agreement involving the same property area.

California Rules of Professional Conduct Rule 1.9: A lawyer shall not represent a client in a matter substantially related to a prior representation of a former client if the former client's interests are materially adverse.

If BBK's dual representation constitutes a Rule 1.9 violation, the agreement it negotiated on the city's behalf may be voidable.

Raised on the public record by complainant at Item 17, May 27, 2026 (timestamp 5:47:15). Within scope of ordered third-party legal review.

Exit Ramp 2 — Government Code Section 1090 Violation

Pattison's prior financial relationship with Urban Futures Inc. ($335/hour under a November 2023 agreement covering electric utility formation) and his subsequent recommendation of $167,500 in new Urban Futures contracts on February 11, 2026 constitutes a prohibited financial interest under Government Code Section 1090.

Section 1090 violations render a contract void ab initio — not merely voidable. The contract is treated as though it never existed.

A void ab initio finding may eliminate the city's damage liability to Stronghold in any termination litigation.

Raised on the public record by complainant at Item 17, May 27, 2026 (timestamp 5:47:15). FPPC complaint and DA referral filed.

Exit Ramp 3 — Unjustified CEQA Exemption

The council voted to exempt the Stronghold agreement from CEQA environmental review on February 11, 2026, with no independent environmental analysis conducted.

A 20–30 year exclusive utility development agreement for electrical infrastructure in a desert community raises substantial questions about whether a categorical exemption was legally justified.

An improper CEQA exemption can be challenged in court and may require the agreement to be re-processed with full environmental review.

Raised on the public record by complainant at Item 17, May 27, 2026 (timestamp 5:47:15). Within scope of ordered third-party legal review.

Exit Ramp 4 — Council Member Conflicts on February 11

Former Mayor Hernandez received a $4,900 campaign contribution from Stronghold and did not recuse. City attorney confirmed on the record no one advised Hernandez about recusal (C3 above).

Council Member Perez's conflict status on February 11 has not been fully investigated; his later self-recusal on a different development item demonstrates awareness of recusal obligations.

If any voting council member had a disqualifying conflict, the validity of the 5-0 vote is subject to challenge.

FPPC complaints filed against Hernandez and Virgen. Within scope of ordered third-party legal review.

Exit Ramp 5 — Virgen / Perez Disqualifying Conflict

Virgen made the motion to approve the agreement. She simultaneously served as Supervisor Perez's official representative to CSA 125.

Perez has documented campaign contributions from Stronghold-linked entities totaling at least $13,500 and wrote a letter of support for Stronghold (March 9, 2026).

This dual-role conflict — council member voting on a contract while serving as official representative of a county official with financial ties to the contract's beneficiary — warrants review as a disqualifying conflict.

Raised on the public record by complainant at Item 17, May 27, 2026 (timestamp 5:47:15). Within scope of ordered third-party legal review. FPPC complaints filed against both Virgen and Perez.

RECOMMENDED NEXT STEPS

Immediate — Filed and Pending

FPPC complaints filed: Hernandez, Virgen, Perez, Pattison. All four complaints are supported by confirmed primary source documents and organized into individual evidence folders.

DA referral filed: Riverside County District Attorney Public Integrity Unit, 3960 Orange Street, Riverside, CA 92501. Covers Section 1090 / Section 1097 criminal violation by Pattison.

CPRA response deadline: June 23, 2026. Request submitted May 13, 2026 covering (a) Pavao Reimbursement Agreement; (b) BBK invoices; (c) BBK-Pavao-PROPCORP correspondence. Watch for privilege logs or redactions on BBK billing records.

New City Manager Gustavo Romo starts June 15, 2026. Interim: Lincoln Bogart. BBK being replaced as city counsel per council direction.

This Week

State Bar complaint against BBK — Rule 1.9 dual representation. Need BBK attorney name who negotiated the Stronghold agreement.

SEC tip — sec.gov/tcr — covers Newell / Black Hawk Funding SEC Civil Action No. 5:24-cv-01524 and Stronghold corporate structure.

Civil Grand Jury submission and cover letter — civilgrandjury.info

CPRA requests to CSA 125 and Desert Recreation District for May 26, 2026 meeting minutes and sign-in sheet confirming Virgen's attendance and representative role.

Briefing document v5 (this document) — complete. Supersedes v4.

Longer Horizon

Monitor special city council meeting for emergency moratorium ordinance vote.

Monitor third-party legal review findings — all five exit ramps are within its ordered scope.

Recall filing — needs attorney consultation on timing and signature requirements.

Announce all filings at next council meeting to build public record.

This document was prepared by a Coachella resident based on public records research. All source documents are available for attorney review.

Contact: cityofcoachellawatchdogs@gmail.com

REFERENCE

FPPC Complaint Process Documentation

File a Complaint

The information below will assist you in filing a complaint with the Enforcement Division of the FPPC if you suspect a violation of the Political Reform Act (the Act) or Government Code section 1090.

Violations that do not fall under the Act may be pursued by a local district attorney, the state attorney general or other enforcement agencies.

Violations of the Act include:

- Financial conflicts of interest
- Campaign money laundering
- Over-the-limit gifts and contributions
- Improper use of campaign funds, including personal use
- Campaign mass mailings at public expense
- False, inadequate, or inaccurate reporting on statements of economic interests, campaign statements and reports
- Non-filing or late filing of such statements and reports
- Anonymous or cash contributions of $100 or more

Violations do not include:

- False or misleading campaign materials
- Election fraud
- Misuse of public funds unrelated to campaign mass mailings
- Violations of the Elections Code, Penal Code or any laws other than the Political Reform Act
- Issues related to federal campaigns
- Open meeting law issues (Brown Act, Bagley-Keene)
- Local ordinances
- Vandalism of campaign signs
- Residency requirements for running for or holding office

Electronic Complaint System

You must use the Electronic Complaint System to electronically submit your complaint or referral to the Enforcement Division. More information regarding complaint requirements is available by clicking File a Complaint on the right side of this page. Please ensure to read these requirements in full prior to submitting your complaint. Audio instructions on how to use the Electronic System are also available.

Please note that complaints are not accepted by email.

Additional Sworn Complaint Requirements

A sworn complaint must comply with certain requirements. All of the pertinent information must be included. At a minimum, you must do all of the following:

1. Submit your complaint through the Electronic Complaint System.
2. Identify the person(s) who allegedly violated the Act, list the specific provisions you believe the person(s) violated, and the dates on which the violation occurred.
3. Describe with particularity the facts constituting the alleged violation and provide any evidence to support the complaint. For example, if you are alleging a conflict of interest, please describe the relevant financial interest and governmental decision causing the conflict of interest and include copies of meeting minutes, if possible.
4. State how you have personal knowledge of the violation.
5. Include names and addresses of witnesses, if known.
6. Check the box indicating that you are filing under penalty of perjury.

Potential Anonymity of Complainant

A complaint sent to the FPPC is subject to the Public Records Act and public disclosure, except under very limited circumstances. If you wish to keep your identity as the complainant confidential, you may file the complaint anonymously. This is the only way to guarantee that your name will not be disclosed. Check "Anonymous Complaint," and ensure that you do not include any identifying information in the complaint, including attachments, since complaints are public and disclosable records. The Enforcement Division will evaluate your claim and has the authority to pursue a complaint on its own initiative.

If you believe circumstances allow the FPPC to keep your identity confidential despite disclosure of your identity in the complaint, please send an email to complaint@fppc.ca.gov requesting to discuss the matter with an attorney in the Enforcement Division **before** submitting your complaint. An attorney will contact you to assess your status and advise you of the possibility of withholding disclosure of your identity. However, the granting of confidentiality is very limited and, if the confidentiality is challenged, a court ultimately could determine that the complaint must be made public and the FPPC would be required to disclose your identity.

Complaint Process

Please be advised that unless the Chief of Enforcement deems otherwise, within three business days of receiving your sworn complaint, we will send a copy of it to the person(s) you allege violated the law, regardless of whether the person is named as a respondent in the complaint. Then, within 14 days of receiving your sworn complaint, the Enforcement Division will inform you how it intends to proceed. If a person who filed a sworn complaint disagrees with the Enforcement Division's intended action, other than needing additional time to consider, the person may submit a written request for reconsideration to the Executive Director of the Commission within 20 calendar days of receipt of the response. The Executive Director may deny the request, or based on good cause, direct the Enforcement Division Chief to take specified action consistent with the Act and its regulations.

For non-sworn and anonymous complaints, information about complaint disposition is publicly available the FPPC's Complaint and Case Information Portal.

Share this page

Related Content

- Electronic Complaint System
- Complaint Form

Enforcement Contact

Fair Political Practices Commission
Enforcement Division
1102 Q Street, Suite 3050
Sacramento, CA 95811

Email: Complaint@fppc.ca.gov
(Please note that the FPPC does NOT accept complaints via email.)
Fax: (916) 322-0886
Advice Line: 1-866-ASK-FPPC (866) 275-3772

CALIFORNIA
FAIR POLITICAL
PRACTICES COMMISSION

The Fair Political Practices Commission is a five-member independent, non-partisan commission that has primary responsibility for the impartial and effective administration of the Political Reform Act.

The Act regulates campaign financing, conflicts of interest, lobbying, and governmental ethics. The Commission's objectives are to ensure that public officials act in a fair and unbiased manner in the governmental decision-making process, to promote transparency in government, and to foster public trust in the political system.

1102 Q Street, Suite 3050, Sacramento, CA 95811

MORE ABOUT FPPC

- About the Political Reform Act
- Annual Report
- FPPC Divisions and Duties
- Organization and Responsibilities
- Commission Hearings



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MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PUBLIC COMMENT:
2.4

During the oral communication section of the agenda for Monday, June 8, 2026, Errol Koschewitz spoke regarding the Riverside County vendors list.

_____

ATTACHMENTS FILED WITH CLERK OF THE BOARD

AGENDA NO. 2.4

FORM 11-D (8/92

Riverside County Board of Supervisors
Request to Speak

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SPEAKER'S NAME: Errol Kosdrew llc

Address: _____

City: _____ **Zip:** _____

Phone #: Public Comment

Date: _____ **Agenda #** _____

PLEASE STATE YOUR POSITION BELOW:

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

_____**Support** _____**Oppose** _____**Neutral**

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

_____**Support** _____**Oppose** _____**Neutral**

I give my 3 minutes to: _____

Do you need a Spanish translator? Yes_____ **No**_____

(Revised: 2/20/2026)

BOARD RULES

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MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PUBLIC COMMENT:
2.5

During the oral communication section of the agenda for Monday, June 8, 2026, Heather Vaikona, Kenny Rodgers, Jose Gardono, Alma Hernandez, Andrea Del Valle, and Kate Hamaker spoke regarding the request for funding for Lift to Rise and affordable housing efforts.

_____

ATTACHMENTS FILED WITH CLERK OF THE BOARD

AGENDA NO. 2.5

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SPEAKER'S NAME: Heather Vaikona

Address: 75-175 Merle Dr. Ste. 100

City: Palm Desert, CA **Zip:** 92211

Phone #: _____

Date: 6/8/26 **Agenda #** Budget Hearing Public comment.

PLEASE STATE YOUR POSITION BELOW:

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

_____**Support** _____**Oppose** _____**Neutral**

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(Revised: 2/20/2026)

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SPEAKER'S NAME: Kenny Rodgers

Address: _____

City: Palm Desert, CA **Zip:** 92260

Phone #: _____

Date: 6/8/26 **Agenda #** Budget hearing public comment.

PLEASE STATE YOUR POSITION BELOW:

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(Revised: 2/20/2026)

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SPEAKER'S NAME: Jose Garduño

Address: _____

City: Coachella **Zip:** 92236

Phone #: _____

Date: 04-08-26 **Agenda #** Budget Hearing Public comment

PLEASE STATE YOUR POSITION BELOW:

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(Revised: 2/20/2026)

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SPEAKER'S NAME: Alma Hernandez

Address: 555 W. Rosa Parks Rd #216

City: Palm Springs **Zip:** 92262

Phone #: 760-296-8118

Date: 04-08-26 **Agenda #** Budget Hearing Public Comment

PLEASE STATE YOUR POSITION BELOW:

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_____**Support** _____**Oppose** _____**Neutral**

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I give my 3 minutes to: _____

Do you need a Spanish translator? Yes____ **No** X

(Revised: 2/20/2026)

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SPEAKER'S NAME: Andrea Del Valle / Kate Hamaker

Address: 21250 Box Springs Rd.

City: Moreno Valley **Zip:** _____

Phone #: 951-813-8681

Date: 06/08/26 **Agenda #** _____

PLEASE STATE YOUR POSITION BELOW:

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

_____**Support** _____**Oppose** X **Neutral**

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I give my 3 minutes to: _____

Do you need a Spanish translator? Yes____ No X

(Revised: 2/20/2026)

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You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:
Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

Power Point Presentations/Printed Material:
Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, ensuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. Speakers are prohibited from bringing signs, placards, or posters into the hearing room.

Individual Speaker Limits:
Individual speakers are limited to a maximum of three (3) minutes. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board. Please step up to the podium when the Chair calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:
Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chair's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chair:
The Chair will determine what order the speakers will address the Board and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using course, crude, profane or vulgar language while speaking to the Board members, staff, the public and/or meeting participants. Such behavior, at the discretion of the Board Chair may result in removal from the Board Chambers by Sheriff Deputies.

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PUBLIC COMMENT:
2.6

During the oral communication section of the agenda for Monday, June 8, 2026, Roy Bleckert spoke regarding the structural budget deficit.

_____

ATTACHMENTS FILED WITH CLERK OF THE BOARD

AGENDA NO. 2.6

FORM 11-D (8/92

Junta de Supervisores del Condado de Riverside
Solicitud de uso de la palabra

Presentar la solicitud al Secretario de la Junta (a la derecho del podio), Los oradores tienen derecho a tres (3) minutos, sujeto a de las Reglas de la Junta enumeradas en el reverso de este formulario. La Junta Directiva puede limitar la opinión del público sobre cualquier tema, según el número de personas que soliciten halar y los asuntos de la junta.

NOMBRE DEL ORADOR: Roy 6-9-24

Dirección:_____
(solo si se solicita respuesta por correo electrónico de seguimiento)

Cuidad y Código postal:_____

Teléfono #:_____

Fecha:_____ **Agenda #** BUDGET

POR FAVOR, INDIQUE SU POSTURA A CONTINUACIÓN:

Postura sobre el tema del orden del día "ordinario" (no apelado):

_____**Apoyo**_____**Oposición**_____**Neutral**

Nota: Si está aquí para un tema de la agenda que se presentó para "Apelación", indique por separado su postura sobre la apelación a continuación:

_____**Apoyo**_____**Oposición**_____**Neutral**

Le doy mis 3 minutos a:_____

¿Necesitas traductor de español? Sí_____ **No**_____

Si desea escuchar la reunión en español, los auriculares están disponibles en el área del Secretario de la Junta.

Las validaciones de estacionamiento están disponibles solo para oradores: consulte al Secretario de la Junta.

(Revisado: 06/13/2024)

REGLAS DE LA JUNTA

Solicitudes para dirigirse a la Junta sobre temas de la "Agenda":
Puede solicitar ser escuchado sobre un tema publicado en la agenda. Las solicitudes de audiencia deben presentarse al Secretario de la Junta antes de la hora programada para la reunión.

Solicitudes para dirigirse a la Junta sobre temas que "NO" están en la Agenda:
Sin perjuicio de cualquier otra disposición de estas reglas, el miembro del público tendrá derecho a dirigirse a la Junta durante el segmento de media mañana "Comunicación verbal" de la agenda publicada. Dicho propósito de dirección deberá corresponder a temas que estén bajo la jurisdicción directa de la Junta de Supervisores. SU TIEMPO SERÁ LIMITADO A TRES (3) MINUTOS. La Junta Directiva puede limitar el tiempo del público sobre cualquier tema, según el número de personas que soliciten hablar y los asuntos de la junta.

Presentaciones de Power Point/Material Impreso:
Los oradores que tengan la intención de realizar una presentación formal de PowerPoint o proporcionar material impreso deben notificar a la Oficina del Secretario de la Junta antes de las 12 del mediodía del lunes previo a la reunión de la Junta del martes, asegurándose de que la Oficina del Secretario tenga suficientes copias de todos los materiales impresos y al menos una (1) copia del CD de PowerPoint. Se proporcionará a cada supervisor copias del material impreso entregado al secretario (antes de la fecha límite del lunes al mediodía). Si necesita utilizar el proyector "Elmo" en la reunión de la Junta, asegúrese de que su material sea claro y tenga el contraste adecuado, notificando al Secretario con suficiente antelación a la reunión su intención de utilizarlo. Se prohíbe a los oradores traer carteles a la sala de audiencias.

Límites de oradores individuales:
Los oradores individuales están limitados a un máximo de tres (3) minutos. La Junta Directiva puede limitar el tiempo del público sobre cualquier tema, según el número de personas que soliciten halar y los asuntos de la junta. Suba al podio cuando el Presidente diga su nombre y comience a hablar de inmediato. Lleve el micrófono a su boca para que la junta directiva, la audiencia y el sistema de grabación de audio lo escuchen claramente. Una vez que comiences a hablar, se encenderá la luz "verde" del podio. La luz "amarilla" se encenderá cuando le quede un (1) minuto. Cuando le queden 30 segundos, la luz "amarilla" comenzará a parpadear, lo que indica que debe terminar rápidamente sus comentarios. Se acaba el tiempo cuando la luz "roja" parpadea. El Presidente respeta estrictamente un límite de tres (3) minutos por orador. ***Nota: Si tiene la intención de dedicar su tiempo a una "Presentación grupal /organizada", indíquelo claramente en la parte inferior del reverso de este formulario.***

Presentaciones Grupales/Organizadas:
Las presentaciones grupales/organizadas con más de un (1) orador se limitarán a nueve (9) minutos a discreción del Presidente. El organizador de la presentación recibirá automáticamente los primeros tres (3) minutos, y los seis (6) minutos restantes cedidos por otros oradores, según lo solicitaron en un formulario de "Solicitud para hablar" completado y claramente indicado en la parte inferior delantera de la forma.

Dirigiéndose a la Consejo y Reconocimiento por parte del Presidente:
El Presidente determinará el orden en que los oradores se dirigirán al Consejo, y convocará a todos los oradores en pares. El primer orador debe subir inmediatamente al podio y comenzar a dirigirse a la Junta. El segundo orador deberá ubicarse en uno de los pasillos de la cámara para poder subir rápidamente al podio después del orador anterior. Esto es para permitir una reunión de la Junta eficiente y oportuna, brindando a todos los asistentes la oportunidad de exponer sus argumentos. Los oradores tienen prohibido realizar ataques personales y/o utilizar lenguaje vulgar, grosero, o profano mientras hablan con los miembros de la Junta, el personal, el público en general y/o los participantes de la reunión. Tal comportamiento, a discreción del Presidente de la Junta, puede resultar en la expulsión de las Cámaras de la Junta por parte de los Agentes del Alguacil.

Flores, Kate

From: Roy Bleckert <sprintcar166@gmail.com>
Sent: Thursday, June 4, 2026 7:53 PM
To: Supervisor Medina - 1st District; Office of 2nd District Supervisor; District3; District 4 Supervisor V. Manuel Perez; District 5; Van Wagenen, Jeffrey; Clerk of the Board; Sharp, Donald; Bianco, Chad; michaelhestrin@rivcoda.org; mtran@rivco.org; Benoit, Ben J
Subject: Budget Hearing 6-8-26

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

COB please make this part of the public record for the budget hearing Agenda item 1 6-8-26 !!! Thx

? to anyone who can answer it!

Is the Indio Jail fully funded for all 4 floors to be fully operational? If not please explain why TIA

--
Roy Bleckert..... 1 Rad Bad Dude !!!!!! 951 208 9967

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2

Flores, Kate

From: Sharp, Donald <dsharp@riversidesheriff.org>
Sent: Thursday, June 4, 2026 7:56 PM
To: Roy Bleckert; Supervisor Medina - 1st District; Office of 2nd District Supervisor; District3; District 4 Supervisor V. Manuel Perez; District 5; Van Wagenen, Jeffrey; Clerk of the Board; Bianco, Chad; michaelhestrin@rivcoda.org; mtran@rivco.org; Benoit, Ben J
Subject: Re: Budget Hearing 6-8-26

No, it's not funded or open fully. Explaining it is for others. I look forward to your comments.

Enjoy your evening!

Get Outlook for iOS

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Sent: Thursday, 04 June 2026 19:53:24
To: district1@rivco.org <district1@rivco.org>; District2 <district2@rivco.org>; District3 <district3@rivco.org>; District 4 Supervisor V. Manuel Perez <district4@rivco.org>; District 5 <district5@rivco.org>; Van Wagenen, Jeffrey <JVanWagenen@RIVCO.ORG>; COB <cob@rivco.org>; Sharp, Donald <dsharp@riversidesheriff.org>; Bianco, Chad <jbianco@riversidesheriff.org>; michaelhestrin@rivcoda.org <michaelhestrin@rivcoda.org>; mtran@rivco.org <mtran@rivco.org>; Benoit, Ben J <BJBenoit@Rivco.org>
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From: Roy Bleckert <sprintcar166@gmail.com>
Sent: Thursday, June 4, 2026 8:33 PM
To: Sharp, Donald
Cc: Supervisor Medina - 1st District; Office of 2nd District Supervisor; District3; District 4 Supervisor V. Manuel Perez; District 5; Van Wagenen, Jeffrey; Clerk of the Board; Bianco, Chad; michaelhestrin@rivcoda.org; mtran@rivco.org; Benoit, Ben J
Subject: Re: Budget Hearing 6-8-26

Thankyou for your prompt response Mr Sharp !!!

On Thu, Jun 4, 2026 at 7:56 PM Sharp, Donald <dsharp@riversidesheriff.org> wrote:

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Sent: Thursday, June 4, 2026 8:00 PM
To: Supervisor Medina - 1st District; Office of 2nd District Supervisor; District3; District 4 Supervisor V. Manuel Perez; District 5; Van Wagenen, Jeffrey; Clerk of the Board; Sharp, Donald; Bianco, Chad; michaelhestrin@rivcoda.org; mtran@rivco.org; Benoit, Ben J
Subject: Public comment 6-8-26

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COB please make this part of the public record for the budget hearing Agenda item 1 6-8-26 !!! Thx

Can we get a time that public comment will not start earlier than , as the sked is written it could be called anytime after 9:30am! TIA

FISCAL YEAR 2026/27 BUDGET HEARING SCHEDULE

Day One, Monday, June 8, 2026

Open the Hearing	9:30am
Overview	
Executive Office	9:35am
Department Presentations	
District Attorney	10:00am
Sheriff	10:30am
Fire	11:00am
Assessor Clerk Recorder	11:15am
Auditor Controller	11:30am
Registrar of Voters	11:45am
Break	12:00pm
Department Presentations (continued)	
Animal Services	1:00pm
Agricultural Commissioner	1:15pm
Office of Economic Development	1:30pm
Transportation Land Management Agency / Planning	1:45pm
Veterans Services	2:00pm
Office on Aging	2:15pm
Housing & Workforce Solutions	2:30pm
Public Comment*	2:45pm

**Time listed is tentative. Public comment may be taken earlier or later than listed time.*

--

Roy Bleckert..... 1 Rad Bad Dude !!!!!! 951 208 9967

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From: Roy Bleckert <sprintcar166@gmail.com>
Sent: Thursday, June 4, 2026 9:04 PM
To: Supervisor Medina - 1st District; Office of 2nd District Supervisor; District3; District 4 Supervisor V. Manuel Perez; District 5; Van Wagenen, Jeffrey; Clerk of the Board; Sharp, Donald; Bianco, Chad; michaelhestrin@rivcoda.org; mtran@rivco.org; Benoit, Ben J
Subject: Budget hearing 6-8-26

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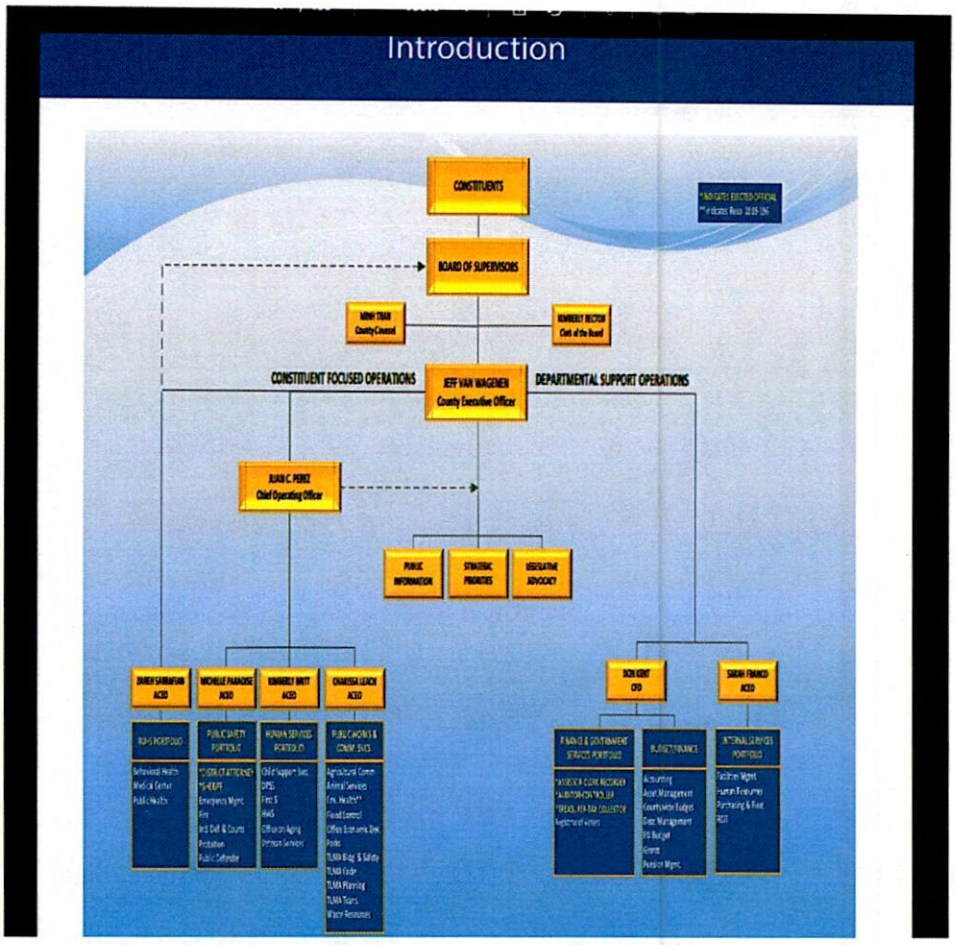
COB please make this part of the public record for the budget hearing Agenda item 1 6-8-26 !!! Thx

I guess we should be grateful for small concessions , we get to be listed as Constituents on the Flow chart! Just Me if i was writing it or approving it it would read "The Great & Totally Awesome Peeps of Riverside County" !

It was a couple or so years ago , we the people were left off & the Top of the Chart was the Kings & Queen of Riverside County AKA The Bored of Supes!

It appears from the evidence we have that this was intentional as NO ONE from the Ex staff To their Majesties did anything about this until that Cat who points out the Emperors have no clothes & may have been called the Conscience of Riverside County in your scared Hall, did Y'all did not correct this until you were shamed into it!

Explain why there is not a Get after it get it Done better than its ever been done before or should we just be grateful just to fight to get some sort of acknowledgement for providing the wherewithal & tools to make all this happen?



--

Roy Bleckert..... 1 Rad Bad Dude !!!!!! 951 208 9967

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Flores, Kate

From: Bianco, Chad <jbianco@riversidesheriff.org>
Sent: Friday, June 5, 2026 9:29 AM
To: Roy Bleckert; Sharp, Donald
Cc: Supervisor Medina - 1st District; Office of 2nd District Supervisor; District3; District 4 Supervisor V. Manuel Perez; District 5; Van Wagenen, Jeffrey; Clerk of the Board; michaelhestrin@rivcoda.org; mtran@rivco.org; Benoit, Ben J
Subject: Re: Budget Hearing 6-8-26

The Indio jail was only opened because of operational changes within RSO. For the past 7 years the board has chosen to leave our budget as "stay flat" with no additional funding to open the Indio Jail. Our corrections staffing remains substantially below optimal with forced overtime to meet mandatory minimum staffing levels.

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Cc: district1@rivco.org <district1@rivco.org>; District2 <district2@rivco.org>; District3 <district3@rivco.org>; District 4 Supervisor V. Manuel Perez <district4@rivco.org>; District 5 <district5@rivco.org>; Van Wagenen, Jeffrey <JVanWagenen@RIVCO.ORG>; COB <cob@rivco.org>; Bianco, Chad <jbianco@riversidesheriff.org>; michaelhestrin@rivcoda.org <michaelhestrin@rivcoda.org>; mtran@rivco.org <mtran@rivco.org>; Benoit, Ben J <BJBenoit@Rivco.org>
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Thankyou for your prompt response Mr Sharp !!!

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MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PUBLIC COMMENT:
2.7

During the oral communication section of the agenda for Monday, June 8, 2026, Greg Langworthy spoke in support of ROV budget request for Fiscal Year 2026/2027.

_____

ATTACHMENTS FILED WITH CLERK OF THE BOARD

AGENDA NO. 2.7

FORM 11-D (8/92

Online ✓

Riverside County Board of Supervisors
Request to Speak

Submit request to the Clerk of the Board (right of podium), individual speakers are limited to a maximum of three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Greg Langworthy

Address: _____

City: _____ **Zip:** _____

Phone #: 951 704 5149

Date: June 8, 2026 **Agenda #** 1 Budget Hearing ROV

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:
Finding of Fact Reconciliation

_____**Support** _____**Oppose** _____**Neutral**

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

_____**Support** _____**Oppose** _____**Neutral**

I give my 3 minutes to: _____

Do you need a Spanish translator? Yes_____ **No**_____

(Revised: 2/20/2026)

BOARD RULES

Requests to Address Board on "Agenda" items:
You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:
Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

Power Point Presentations/Printed Material:
Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, ensuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. Speakers are prohibited from bringing signs, placards, or posters into the hearing room.

Individual Speaker Limits:
Individual speakers are limited to a maximum of three (3) minutes. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board. Please step up to the podium when the Chair calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chair adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:
Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chair's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chair:
The Chair will determine what order the speakers will address the Board and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using course, crude, profane or vulgar language while speaking to the Board members, staff, the public and/or meeting participants. Such behavior, at the discretion of the Board Chair may result in removal from the Board Chambers by Sheriff Deputies.

Flores, Kate

From: Acquia Mail
Sent: Monday, June 8, 2026 1:41 PM
To: langworthy7@verizon.net
Cc: Clerk of the Board
Subject: Request to Speak Web Submission

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20260608.** You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Submitted on June 8, 2026

Submitted values are:

First Name
Greg

Last Name
Langworthy

Address (Street, City and Zip)
21227 Front Street

Phone
9517045149

Email
langworthy7@verizon.net

Agenda Date
06/08/2026

Agenda Item # or Public Comment
Registrar of Voters budget item

State your position below

Support

Do you need a Spanish translator?
No

Comments
In support of Registrar's request for additional Public Relations Officer. Comments on effectiveness of ReliaVote/BlueCrest system approved for funding at November 2025 Board Meeting.

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PUBLIC COMMENT:
2.8

During the oral communication section of the agenda for Monday, June 8, 2026, Ivanna Uriarte spoke in support of HWS and TLMA budget requests for Fiscal Year 2026/2027.

_____

ATTACHMENTS FILED WITH CLERK OF THE BOARD

AGENDA NO. 2.8

FORM 11-D (8/92

Online

Riverside County Board of Supervisors
Request to Speak

Submit request to the Clerk of the Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form. The Board may limit the public input on any item, based on the number of people requesting to speak and the business of the Board.

SPEAKER'S NAME: Ivanna Uriarte

Address: _____

City: _____ **Zip:** _____

Phone #: _____

Date: _____ **Agenda #** Public Comment

PLEASE STATE YOUR POSITION BELOW:

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

_____**Support** _____**Oppose** _____**Neutral**

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

_____**Support** _____**Oppose** _____**Neutral**

I give my 3 minutes to: _____

Parking validations available for speakers only – see Clerk of the Board.

(Revised: 04/23/2025)

BOARD RULES

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Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, ensuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo. Speakers are prohibited from bringing signs, placards, or posters into the hearing room.

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Addressing the Board & Acknowledgement by Chair:
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Flores, Kate

From: Acquia Mail
Sent: Monday, June 8, 2026 12:53 PM
Cc: Clerk of the Board
Subject: Request to Speak Web Submission



Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20260608.** You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Submitted on June 8, 2026

Submitted values are:

First Name
Ivanna

Last Name
Uriarte

Phone
7609052110

Agenda Date
06/08/2026

Agenda Item # or Public Comment
1.1

Flores, Kate

From: Acquia Mail
Sent: Monday, June 8, 2026 11:47 AM
To: fellow@theieiyc.org
Cc: Clerk of the Board
Subject: Request to Speak Web Submission



Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20260608.** You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Submitted on June 8, 2026

Submitted values are:

First Name
Jeffry

Last Name
Umaña Muñoz

Address (Street, City and Zip)
3610 Central Ave Riverside, CA 92506

Phone
9095653571

Email
fellow@theieiyc.org

Agenda Date
06/09/2026

Agenda Item # or Public Comment
Riverside County FY2026-2027 Budget

State your position below

2

Neutral

Do you need a Spanish translator?
No

Flores, Kate

From: Acquia Mail
Sent: Monday, June 8, 2026 3:00 PM
To: Clerk of the Board
Subject: Public Comments Web Submission
Attachments: hugspace---immigrant-services-office-for-riverside-county.pdf



The Clerk of the Board has received your public comments and will forward them to the Board of Supervisors. If you wish to call in and speak at the Board of Supervisors meeting, please select https://rivcocob.org/request-to-speak and fill out the request to speak form.

Thank you,
Riverside County Clerk of the Board

Submitted on June 8, 2026

Submitted values are:

First Name
Tatiana

Last Name
Kerzhner

Address (Street, City and Zip)
1968 S Coast HWY, #3729 Laguna Beach, CA 92651

Phone
4156095731

Email
tkerzhner@hugspace.org

Agenda Date
06/08/2026

Agenda Item # or Public Comment
n/a

State your position below
Support

Comments
Please see the letter attached

Attachments (Must be .pdf, .doc, or .docx)
hugspace---immigrant-services-office-for-riverside-county.pdf

Supporting the Well-Being of Immigrant Families in Riverside County

Dear Chair and Members of the Board,

My name is Tatiana Kerzhner, and I am speaking in support of establishing an Immigrant Services Office for Riverside County.

At Hugspace, we work closely with immigrants, refugees, and underserved communities, providing emotional support, guidance on life adaptation, and peer connections. Every day, we hear firsthand about the challenges immigrant families face as they build new lives in our communities.

Immigrants contribute enormously to Riverside County's economic and social fabric. They work in our schools, hospitals, logistics centers, small businesses, and service industries. They raise families, support local economies, and help strengthen our communities.

Yet many immigrant families face significant barriers when trying to access information, services, and support. Language differences, unfamiliar systems, cultural adjustment, and uncertainty can create stress and isolation that affect both individuals and families.

An Immigrant Services Office would provide a trusted point of connection between the county government and immigrant communities. It could help residents navigate available resources, access accurate information, and connect with services that support their well-being, economic stability, and successful integration.

Beyond practical assistance, such an office would send an important message: that Riverside County recognizes the contributions of immigrant families and is committed to helping them thrive.

When people feel supported, informed, and connected, they are better able to participate in their communities, contribute to the local economy, and build stable futures for themselves and their children.

We respectfully encourage the Board to move forward with establishing an Immigrant Services Office and to partner with community organizations that serve immigrant and refugee populations to ensure that services are accessible, culturally responsive, and effective.

Thank you for your time and consideration.

Tatiana Kerzhner
Executive Director
Hugspace by Ukraine Liberty Find
tkerzhner@hugspace.org

Flores, Kate

From:	Lamia Sheikh <lamia@ieunited.org>
Sent:	Monday, June 8, 2026 4:26 PM
To:	Clerk of the Board
Cc:	Ayla Lopez; District 4 Supervisor V. Manuel Perez; District3; Supervisor Medina - 1st District; District 5; Office of 2nd District Supervisor
Subject:	IE Budget Advocacy and Equity Alliance: Budget Letter
Attachments:	2026-27 Letters Budget Advocacy& Equity Alliance Riverside.pdf

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Dear Chair V. Manuel Perez,
Supervisor Jose Medina,
Supervisor Karen Spiegel,
Supervisor Chuck Washington,
Supervisor Yxstian Gutierrez,
Clerk of the Board,
and CEO Jeffrey Van Wagenen,

I hope this message finds you well.

On behalf of the Inland Empire Budget Advocacy & Equity Alliance, I am sharing the attached budget advocacy letter regarding Riverside County's FY 2026–2027 budget process. As a coalition of community-based organizations and advocates across the region, we urge the Board to adopt a budget that invests in equity, community health, and restorative priorities for our most impacted residents. The attached letter outlines our key recommendations. We welcome the opportunity to engage further.

Thank you for your leadership and attention to this important matter.

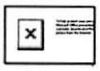
Sincerely,

--

INLAND EMPIRE UNITED
LAMIA SHEIKH
she/her
Governance Analyst

(213) 809-0229
lamia@ieunited.org

28.1


Virus-free.www.avg.com

June 8, 2026

Chair, Fourth District Supervisor V. Manuel Perez
district4@rivco.org

First District Supervisor Jose Medina
district1@rivco.org

Second District Supervisor Karen Spiegel
district2@rivco.org

Third District Supervisor Chuck Washington
district3@rivco.org

Fifth District Supervisor Yxstian Gutierrez
district5@rivco.org

Riverside County Board of Supervisors
County Administrative Center
4080 Lemon Street - 5th Floor
Riverside, California 92501
COB@rivco.org

RE: Riverside County Recommended Budget Priorities for Fiscal Year 2026-2027

Dear Members of the Board of Supervisors,

The Inland Empire Budget & Advocacy Alliance (IEBAA), led by IE United Education Fund and a coalition of grassroots partners, is committed to ensuring that public investments reflect the needs of historically underfunded regions. As the County develops the Fiscal Year 2026-2027 budget, we urge you to prioritize investments that foster stability, health equity, and transparency.

I. Expand Housing Stability & Affordable Housing Investment

Riverside County faces a critical housing gap. In the County, 81% of extremely low-income households are severely housing cost burdened.[1] The community recognizes this need: "Affordable housing was the most consistent theme, raised in every district either directly or through related concerns" during Riverside County's 2026-2027 Community Budget Workshops.[2]

We urge the County to expand rental assistance and eviction prevention programs, specifically targeting vulnerable populations, including LGBTQ+ residents and immigrant families. Strategic investment in deeply affordable and supportive housing acts as preventative infrastructure for our health and safety systems.

II. Establish an Immigrant Legal Defense Fund

With nearly 500,000 immigrants in Riverside County, the risk of family separation due to a lack of due process is a significant threat to community stability. Data from the Los Angeles Justice Fund indicates that nearly 49% of detained individuals were released or achieved successful outcomes when provided legal counsel.[3] Based on successful models in neighboring counties, we request a seed investment of $2.5–$3 million to establish a public-private partnership for removal defense. This investment reduces long-term public costs linked to displacement and homelessness.

III. Health-Centered Crisis Response

With $333 million in state grants recently allocated to the Riverside University Health System,[4] we ask the County to continue building on this crucial investment in our community. We specifically call for increased non-law enforcement crisis response capacity for mental health calls. We also ask the County to focus on prevention and early intervention to reduce the reliance on emergency rooms and carceral systems. IEBAA and our partners stand ready to assist with outreach and community engagement to ensure these priorities are reflected in the final budget adoption. We look forward to a collaborative process that produces equitable outcomes for all residents.

---

[1] California Housing Partnership, 2026 Riverside County Housing Needs Report. https://calhousingpartnership.org/wp-content/uploads/2026/05/Riverside_Housing_Report_2026.pdf.

[2] County of Riverside, FY26/27 Community Budget Workshops Comprehensive Public Comment Summary at pg. 3 (2026), https://rivco.gov/sites/g/files/aldnop116/files/users/user61/FY26-27%20Budget%20-%20Community%20Workshops%20Comprehensive%20Summary.pdf.

[3] Vera Institute of Justice, "Evaluating the Los Angeles Justice Fund," 2022. https://www.vera.org/publications/los-angeles-justice-fund.

[4] Hoodline News, "Riverside County Bolsters Mental Health Services with $333M Grant," 2025. https://hoodline.com/2025/05/riverside-county-bolsters-mental-health-services-with-333m-in-state-grants/.

Conclusion

As Riverside County finalizes its Fiscal Year 2026–2027 allocations, the choice remains between continuing the cycle of crisis management or investing in long-term community health. The data is clear: housing stability is preventative infrastructure, and care-centered crisis response yields stronger fiscal and community outcomes than criminalization. By implementing a community-driven budget survey and prioritizing social housing and behavioral health, the Board can ensure that public investments produce measurable, equitable results. The Inland Empire Budget & Advocacy Alliance and our partners stand ready to assist the County in this transition, ensuring that our budget reflects the true priorities of the residents we serve.

Sincerely,

Ayla Lopez, Inland Empire Budget Advocacy and Equity Alliance

Sky Allen, Executive Director, Inland Empire United

Eddie Torres, Policy Director, Inland Coalition For Immigrant Justice

Nathan P. Kempe, Operations Director, Starting Over Strong,
and Riverside Sheriff Accountability Coalition

Erika Ruiz, Organizing Director, Inland Empire Prism Collective

Luis Nolasco, Senior Policy Advocate & Organizer, ACLU SoCal

Krystal Otworth, Senior Policy Advocate, Leadership Counsel for Justice & Accountability

Luz Gallegos , Executive Director, TODEC Legal Center

Vonya Quarles, Executive Director, Starting Over, Inc.

Flores, Kate

From: Acquia Mail
Sent: Monday, June 8, 2026 11:11 PM
To: Clerk of the Board
Subject: Public Comments Web Submission

The Clerk of the Board has received your public comments and will forward them to the Board of Supervisors. If you wish to call in and speak at the Board of Supervisors meeting, please select https://rivcocob.org/request-to-speak and fill out the request to speak form.

Thank you,
Riverside County Clerk of the Board

Submitted on June 8, 2026

Submitted values are:

First Name
Malu

Last Name
Huerta

Address (Street, City and Zip)
PO Box 2067 Mecca ca 92254

Phone
7608800474

Email
mhuerta3@hotmail.com

Agenda Date
06/08/2026

Agenda Item # or Public Comment
June 8 Budget Hearings Agenda item 1.1

State your position below

28.1

Neutral

Comments

Good morning Supervisors,

My name is Malu Huerta, I am a resident of Mecca. I would like to respectfully request that Riverside County allocate funding to install shade structures at Mecca Sports Park.

While we appreciate having this new park in our community, many residents feel it is incomplete because there is little to no shade available. During the summer months, temperatures become extremely high, making it difficult and sometimes unsafe for families to use the park. The playground equipment becomes very hot, and the splash pad water can become so hot that it burns children's feet. As a result, families are limited in when they can enjoy the park.

There is currently no shade over the small children's play areas or the splash pad. Meanwhile, parks in other communities such as La Quinta and Palm Desert have extensive shade structures that allow residents to safely enjoy those facilities throughout the day. The families of Mecca deserve the same level of investment and access to safe recreational spaces.

I would also like to request funding for safety improvements on Johnson Street near Saul Martinez Elementary School. The area experiences heavy traffic during school hours, creating safety concerns for students and families. I ask the County to consider installing speed bumps or other traffic-calming measures, as well as constructing a sidewalk on the opposite side of the street. Currently, vehicles often park in unsafe areas, forcing children and parents into potentially dangerous situations while walking to and from school.

These improvements would greatly enhance the quality of life and safety of Mecca residents, especially our children.

Thank you for your time, consideration, and commitment to serving our community.

Flores, Kate

From: Acquia Mail
Sent: Tuesday, June 9, 2026 9:35 AM
To: Clerk of the Board
Subject: Public Comments Web Submission

The Clerk of the Board has received your public comments and will forward them to the Board of Supervisors. If you wish to call in and speak at the Board of Supervisors meeting, please select https://rivcocob.org/request-to-speak and fill out the request to speak form.

Thank you,
Riverside County Clerk of the Board

Submitted on June 9, 2026

Submitted values are:

First Name
Maria

Last Name
Del Carmen

Phone
442-933-2287

Agenda Date
06/08/2026

Agenda Item # or Public Comment
1.1

Comments
Buenos días, Supervisores

Mi nombre es María y soy residente de D&D Mobile Home Park. Estuve presente en la audiencia en persona, pero no tuve la oportunidad de dar mi comentario.

Me gustaría que hubiera más inversión para hacer mejoras en donde vivo y que también se construyan

24

más viviendas de bajos ingresos o otro parque de casas móviles como Mountain View.

Ahorita, donde vivimos es muy peligroso. El agua está contaminada con arsénico, lo que me ha causado irritación en la piel y otros problemas de salud. También hemos sido víctimas de balazos hacia nuestro hogar. Nuestra traila está en muy malas condiciones y no es un lugar seguro para vivir.

Mi hija sueña con empezar una familia, pero es muy difícil pensar en tener niños cuando el lugar donde vivimos no es seguro ni saludable.

Por eso, me gustaría que en este presupuesto se destinen más recursos para la vivienda y para mejorar las condiciones de las comunidades donde vivimos.

Muchas gracias.

Sicra, Naomy

From: Clerk of the Board
Sent: Friday, May 29, 2026 3:51 PM
To: Sicra, Naomy
Subject: FW: Formal Notice for the Record: County Fiscal Prioritization and Omitted Litigation Costs

Categories: Not done

Hi Naomy,

Forwarding below to your attention. At the end of the email, he mentions including in the official record for the upcoming budget hearing.

Best Regards,

Ana Garcia
Clerk of the Board Assistant
Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
Mail Stop #1010
Phone: (951) 955-1059
Website: http://rivcocob.org/
9/80 Non-Payday Fridays Off

NOTICE: This communication is intended for the use of the individual or entity to which it is addressed and may contain **information that is privileged, confidential, and exempt from disclosure** under applicable law. If the reader of this communication is not the intended recipient or the employee or agent responsible for delivering this communication to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by reply email or by telephone and immediately delete this communication and all its attachments.

From: Ruben Mejia <mejia.grunt1@gmail.com>
Sent: Friday, May 29, 2026 2:26 PM
To: Clerk of the Board <COB@RIVCO.ORG>
Cc: Van Wagenen, Jeffrey <JVanWagenen@RIVCO.ORG>; Tran, Minh <MiTran@Rivco.org>; Jarvi, Julie <JJarvi@RIVCO.ORG>; Ruben Mejia <rmejia4084@sdsu.edu>
Subject: Formal Notice for the Record: County Fiscal Prioritization and Omitted Litigation Costs

6/08/2026

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

I am writing to formally place the following information into the record regarding the current $38 million structural deficit and the County's fiscal prioritization. It is clear that the Board's approach to budget cuts is being framed as "necessary," yet this narrative ignores the massive, ongoing drain caused by the County's own aggressive and, in my view, corrupt litigation practices.

My audit of publicly available records reveals a pattern of fiscal hemorrhage that directly contradicts the narrative necessitating service cuts:

Documented Litigation Waste: Over the last decade and a half, Riverside County has paid out at least $120.8 million in settlements, judgments, and legal payouts.

Departmental Failure: This total includes over $30 million in payouts for negligence and mismanagement specifically within the Department of Public Social Services (DPSS) and Child Protective Services (CPS).

Sheriff's Office Liability: Beyond standard operational salaries, the Riverside County Sheriff's Department has paid approximately $77 million in misconduct settlements and claims alone (2010–2020).

Systemic Exposure: Recent high-profile cases—including the Turpin foster-care settlement ($2.25 million County share) and the Zumwalt jail-death settlement ($7.5 million)—demonstrate that these are not isolated incidents but a systemic cost of doing business.

Crucially, these figures represent only the baseline of publicly searchable data. They fail to account for the entirety of the County's legal exposure, as many settlements remain confidential, and costs related to internal legal defense, expert witnesses, and outside counsel are rarely transparent due to rigid litigation policies.

Most significantly, these public figures do not account for what the County has spent aggressively fighting my own personal case over the last three years. This ongoing effort has involved the Chief County Counsel, the Chief Deputy, multiple Deputy County Counsels, and their support staff, alongside extensive court and appellate procedures at the state level. I estimate this specific, corruptly driven effort has cost the taxpayers at least another $5 million in diverted resources—funds that could have been used for essential community services.

The public is now forced to ask: Why is the County suffering a $38 million deficit while simultaneously prioritizing the defense of systemic misconduct over the provision of essential services?

The County Counsel's office appears to be acting less as a legal advisor and more as an "insurance policy" for constitutional violations—shielding staff from the consequences of their actions at the expense of our food banks, disability services, and public safety programs.

I am providing this data to ensure the Board of Supervisors is on notice: the public is aware of the playbook. We see that you are choosing to prioritize the defense of negligence, retaliation, and obstruction over fulfilling your fiduciary duty to the taxpayers.

I expect this correspondence to be included in the official record for the upcoming budget hearing.

Respectfully,

Flores, Kate

From: Acquia Mail
Sent: Monday, June 8, 2026 2:17 PM
To: Clerk of the Board
Subject: Public Comments Web Submission



The Clerk of the Board has received your public comments and will forward them to the Board of Supervisors. If you wish to call in and speak at the Board of Supervisors meeting, please select https://rivcocob.org/request-to-speak and fill out the request to speak form.

Thank you,
Riverside County Clerk of the Board

Submitted on June 8, 2026

Submitted values are:

First Name
Marlene

Last Name
Chavez

Address (Street, City and Zip)
15596 Buckboard Ln

Phone
9516168289

Email
marlene@theieiyc.org

Agenda Date
06/08/2026

Agenda Item # or Public Comment
In favor of a Riverside County Office of Immigrant Services in the 2026 budget

State your position below

Support

Comments

Good morning Chair and Supervisors,

My name is Marlene Chavez and I am a resident of Riverside County. I am here to urge the Board to create a Riverside County Office of Immigrant Services.

Immigrants are a critical part of Riverside County's economy. They are workers in our warehouses, farms, hospitals, construction sites, schools, restaurants, and small businesses. They pay taxes, contribute to our local economy, and help sustain entire industries that our county depends on.

Yet despite their enormous contribution, Riverside County has no dedicated office to coordinate services, language access, legal support, workforce development, citizenship assistance, and emergency response for immigrant communities.

Counties across California have recognized this need. Counties such as Los Angeles County Office of Immigrant Affairs, Santa Clara County Office of Immigrant Relations, and Alameda County Immigrant Services Program have invested in infrastructure that connects immigrant residents to existing county resources and improves government efficiency.

Riverside County has significant discretionary resources available through its annual budget. The question is not whether we can afford an immigrant services office. The question is whether we are willing to invest a small fraction of our discretionary dollars into a program that will strengthen economic mobility, workforce participation, and public trust.

An immigrant services office is not a cost. It is an investment. It helps workers access jobs, helps families access health care, helps entrepreneurs start businesses, and ensures residents can fully participate in civic life.

I urge the Board to direct staff to study and develop a proposal for a Riverside County Office of Immigration Services and to engage community stakeholders in that process.

Flores, Kate

From: Acquia Mail
Sent: Monday, June 8, 2026 2:25 PM
To: Clerk of the Board
Subject: Public Comments Web Submission
Attachments: riverside-county-board-of-supervisers.pdf



The Clerk of the Board has received your public comments and will forward them to the Board of Supervisors. If you wish to call in and speak at the Board of Supervisors meeting, please select https://rivcocob.org/request-to-speak and fill out the request to speak form.

Thank you,
Riverside County Clerk of the Board

Submitted on June 8, 2026

Submitted values are:

First Name
Veronika

Last Name
Kalganova

Address (Street, City and Zip)
16300 E preserve loop, Chino, CA, 91708

Phone
9093199393

Email
vk@hmir.org

Agenda Date
06/08/2026

Agenda Item # or Public Comment
Public Comment

State your position below
Support

Attachments (Must be .pdf, .doc, or .docx)
riverside-county-board-of-supervisers.pdf

June 9, 2026

Riverside County Board of Supervisors

Dear Chair and Members of the Board,

My name is Veronika Kalganova, and I serve as a Case Manager at Human Migration Institute (HMI). I am writing in support of the creation of a Riverside County Office of Immigrant Services.

Through my work, I assist immigrant and refugee families in accessing education, workforce development opportunities, legal resources, community services, and pathways toward long-term stability and self-sufficiency. Every day, I see how difficult it can be for families to navigate available resources, even when those resources already exist within our county.

Many newcomers face language barriers, limited knowledge of available services, and challenges understanding how to access programs related to employment, education, healthcare, legal assistance, and family support. As a result, many residents who could benefit from existing county resources are unable to access them effectively.

A dedicated Office of Immigrant Services would help improve coordination between county departments, community organizations, educational institutions, legal service providers, and residents. It would strengthen outreach efforts, improve language access, increase awareness of available programs, and help ensure that immigrant families can successfully connect with the resources they need.

Immigrants and refugees contribute significantly to Riverside County's workforce, economy, schools, healthcare system, and local communities. Supporting their successful integration benefits not only immigrant families but the county as a whole by promoting workforce participation, economic mobility, community stability, and public trust.

As someone who works directly with immigrant and refugee families, including Ukrainian and Afghan newcomers, I believe that a Riverside County Office of Immigrant Services would be a valuable investment in the future of our community.

I respectfully encourage the Board of Supervisors to support the exploration and development of a Riverside County Office of Immigrant Services.

Thank you for your time and consideration.

Sincerely,

Nika Kalganova
Case Manager
Human Migration Institute

Flores, Kate

From: Acquia Mail
Sent: Monday, June 8, 2026 1:15 PM
To: Clerk of the Board
Subject: Public Comments Web Submission



The Clerk of the Board has received your public comments and will forward them to the Board of Supervisors. If you wish to call in and speak at the Board of Supervisors meeting, please select https://rivcocob.org/request-to-speak and fill out the request to speak form.

Thank you,
Riverside County Clerk of the Board

Submitted on June 8, 2026

Submitted values are:

First Name
Humberto

Last Name
Ibarra

Address (Street, City and Zip)
PO Box 321, San Jacinto, CA 92581

Phone
9099457072

Email
Ibarra.bert85@gmail.com

Agenda Date
06/09/2026

Agenda Item # or Public Comment
Riverside County Office of Immigrant Services in the 2026 budget

State your position below

Support

Comments

Good morning Chair and Members of the Board,

My name is Humberto Ibarra, and I am speaking in support of creating an Immigrant Services Office for Riverside County.

Riverside County's future depends on working families. Many of those families are immigrant families. Immigrants are helping build homes, move goods through our logistics sector, care for our seniors, educate our children, and start small businesses throughout the county. They are part of the economic engine that drives Riverside County.

But when immigrant families cannot access legal services, workforce programs, health care resources, language assistance, or county information, the entire county loses opportunities for economic growth and community stability.

An immigrant services office would help connect residents to resources, coordinate across departments, respond to emerging community needs, and build stronger relationships between county government and the communities it serves.

This is particularly important at a time when many immigrant families are experiencing uncertainty and need accurate information from trusted local institutions.

Riverside County has the financial capacity to make this investment. The county's discretionary dollars should reflect the realities of the people who live and work here. Hundreds of thousands of Riverside County residents are immigrants or members of mixed-status families. They deserve to know that their county government recognizes their contributions and is committed to their success.

Creating an Immigrant Services Office is about economic justice. It is about ensuring that the people who contribute to Riverside County's prosperity can also access the opportunities and services that help communities thrive.

I respectfully urge the Board to move forward with establishing a Riverside County Office of Immigration Services and to work with community organizations, labor partners, and residents to make it a reality.

Thank you.

Flores, Kate

From: Acquia Mail
Sent: Monday, June 8, 2026 1:23 PM
To: Clerk of the Board
Subject: Public Comments Web Submission



The Clerk of the Board has received your public comments and will forward them to the Board of Supervisors. If you wish to call in and speak at the Board of Supervisors meeting, please select https://rivcocob.org/request-to-speak and fill out the request to speak form.

Thank you,
Riverside County Clerk of the Board

Submitted on June 8, 2026

Submitted values are:

First Name
Anthony

Last Name
DePice

Phone
2154991501

Email
adepice@warehouseworkers.org

Agenda Date
06/08/2026

Agenda Item # or Public Comment
Public Comment

State your position below
Support

Comments

I am commenting in support of creating an Immigrant Services Office for Riverside County.
Riverside County's future depends on working families. Many of those families are immigrant families. Immigrants are helping build homes, move goods through our logistics sector, care for our seniors, educate our children, and start small businesses throughout the county. They are part of the economic engine that drives Riverside County.
But when immigrant families cannot access legal services, workforce programs, health care resources, language assistance, or county information, the entire county loses opportunities for economic growth and community stability.
An immigrant services office would help connect residents to resources, coordinate across departments, respond to emerging community needs, and build stronger relationships between county government and the communities it serves.
This is particularly important at a time when many immigrant families are experiencing uncertainty and need accurate information from trusted local institutions.
Riverside County has the financial capacity to make this investment. The county's discretionary dollars should reflect the realities of the people who live and work here. Hundreds of thousands of Riverside County residents are immigrants or members of mixed-status families. They deserve to know that their county government recognizes their contributions and is committed to their success.
Creating an Immigrant Services Office is about economic justice. It is about ensuring that the people who contribute to Riverside County's prosperity can also access the opportunities and services that help communities thrive.
I respectfully urge the Board to move forward with establishing a Riverside County Office of Immigration Services and to work with community organizations, labor partners, and residents to make it a reality.
Thank you!

Flores, Kate

From: Acquia Mail
Sent: Monday, June 8, 2026 12:32 PM
To: Clerk of the Board
Subject: Public Comments Web Submission



The Clerk of the Board has received your public comments and will forward them to the Board of Supervisors. If you wish to call in and speak at the Board of Supervisors meeting, please select https://rivcocob.org/request-to-speak and fill out the request to speak form.

Thank you,
Riverside County Clerk of the Board

Submitted on June 8, 2026

Submitted values are:

First Name
Rabbi Suzanne

Last Name
Singer

Address (Street, City and Zip)
3534 Castle Reagh Place

Phone
2137931560

Email
sznsinger@gmail.com

Agenda Date
06/08/2026

Agenda Item # or Public Comment
1

State your position below

Neutral

Comments

The county budget identifies major spending needs in health services, human services, housing, behavioral health, and infrastructure. Public safety already receives one of the largest funding categories in the county budget. We should not use all our limited discretionary dollars on an agency that has no metrics for performance or success. For example, Riverside County Sheriff's Department had one of the lowest clearance rates in the state. That is not a sign of efficiency or measurable outcomes.

Van Wagenen, Jeffrey

From: Roy Bleckert <sprintcar166@gmail.com>
Sent: Sunday, June 7, 2026 10:31 AM
To: Bianco, Chad
Cc: Sharp, Donald; Supervisor Medina - 1st District; Office of 2nd District Supervisor; District3; District 4 Supervisor V. Manuel Perez; District 5; Van Wagenen, Jeffrey; Clerk of the Board; michaelhestrin@rivcoda.org; mtran@rivco.org; Benoit, Ben J
Subject: Re: Budget Hearing 6-8-26

Thx for your response Mr Bianco !!!

On Fri, Jun 5, 2026 at 9:29 AM Bianco, Chad <jbianco@riversidesheriff.org> wrote:

> The Indio jail was only opened because of operational changes within RSO. For the past 7 years the board has chosen to leave our budget as "stay flat" with no additional funding to open the Indio Jail. Our corrections staffing remains substantially below optimal with forced overtime to meet mandatory minimum staffing levels.
>
> Get Outlook for iOS

From: Roy Bleckert <sprintcar166@gmail.com>
Sent: Thursday, 04 June 2026 22:33:24
To: Sharp, Donald <dsharp@riversidesheriff.org>
Cc: district1@rivco.org <district1@rivco.org>; District2 <district2@rivco.org>; District3 <district3@rivco.org>; District 4 Supervisor V. Manuel Perez <district4@rivco.org>; District 5 <district5@rivco.org>; Van Wagenen, Jeffrey <JVanWagenen@RIVCO.ORG>; COB <cob@rivco.org>; Bianco, Chad <jbianco@riversidesheriff.org>; michaelhestrin@rivcoda.org <michaelhestrin@rivcoda.org>; mtran@rivco.org <mtran@rivco.org>; Benoit, Ben J <BJBenoit@Rivco.org>
Subject: Re: Budget Hearing 6-8-26

CAUTION: This email originated from outside the **Riverside Sheriff** email system.
DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Thankyou for your prompt response Mr Sharp !!!

On Thu, Jun 4, 2026 at 7:56 PM Sharp, Donald <dsharp@riversidesheriff.org> wrote:

> No, it's not funded or open fully. Explaining it is for others. I look forward to your comments.
>
> Enjoy your evening!
>
> Get Outlook for iOS

From: Roy Bleckert <sprintcar166@gmail.com>
Sent: Thursday, 04 June 2026 19:53:24
To: district1@rivco.org <district1@rivco.org>; District2 <district2@rivco.org>; District3 <district3@rivco.org>; District 4 Supervisor V. Manuel Perez <district4@rivco.org>; District 5 <district5@rivco.org>; Van Wagenen, Jeffrey <JVanWagenen@RIVCO.ORG>; COB <cob@rivco.org>; Sharp, Donald <dsharp@riversidesheriff.org>; Bianco, Chad <jbianco@riversidesheriff.org>; michaelhestrin@rivcoda.org <michaelhestrin@rivcoda.org>; mtran@rivco.org

<mtran@rivco.org>; Benoit, Ben J <BJBenoit@Rivco.org>
Subject: Budget Hearing 6-8-26

CAUTION: This email originated from outside the **Riverside Sheriff** email system.
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COB please make this part of the public record for the budget hearing Agenda item 1 6-8-26 !!! Thx

? to anyone who can answer it!

Is the Indio Jail fully funded for all 4 floors to be fully operational? If not please explain why TIA

--
Roy Bleckert..... **1 Rad Bad Dude !!!!!! 951 208 9967**

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--
Roy Bleckert..... **1 Rad Bad Dude !!!!!! 951 208 9967**

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--
Roy Bleckert..... **1 Rad Bad Dude !!!!!! 951 208 9967**

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From: Kimberly S. <kstarrs@iscuw.org>
Sent: Thursday, June 4, 2026 10:51 AM
To: Britt, Kimberly <KBRITT@RIVCO.ORG>
Subject: 211 Funding Request at BOS Budget Hearing

CAUTION: This email originated externally from the **Riverside County** email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Kim.

In advance of the Riverside County Board of Supervisors budget hearing scheduled for Monday, June 8, 2026, Inland Southern California 211+ respectfully submits this memorandum to outline our funding request to sustain and expand the County's 211 contact center and integrated service delivery efforts.

We are seeking:

- $600,000 (one-time) for FY 2026–27, and
- $1,000,000 ongoing annually beginning FY 2027–28

These funds will support the continuation of the 211 contact center as a core component of the RivCoONE virtual front door model, ensuring seamless access to services for Riverside County residents.

As reflected in the County's existing agreements, including the 211 ARPA funding agreement and related WPHS/RivCoONE efforts, the 211 system serves as a primary access point for community members seeking services and supports.

ARPA funding has enabled expansion of 211 capacity, integration with County systems, and development of coordinated service delivery models. This funding is scheduled to expire in December 2026, creating a potential gap in service continuity.

Requested Funding: Bridge Funding (FY 2026–27)
The requested $600,000 will prevent a funding gap between ARPA expiration in December 2026 and the end of the fiscal year in June 2027, ensuring uninterrupted services.

The 211 system remains central to providing coordinated, equitable access to services across Riverside County. Funding supports collection and analysis of WPHS data, expansion of data-sharing, and delivery of actionable insights to the BOS and Executive Office.

Ongoing Annual Investment (Beginning FY 2027–28)

We are requesting $1,000,000 ongoing annually, beginning FY 2027–28 to sustain operations, support high call volume, and prepare for increased demand related to HR1 changes to benefits and enrollment in critical support services.

This funding ensures continuity, protects access to services, and sustains Riverside County's investment in a coordinated virtual front door system.

We are proud of the progress made over the past 18 months and our partnership with Riverside County. We know that this partnership is both impactful for residents and County staff alike and look forward to continuing to meet the needs of our community in partnership together.

Warmly,

Kimberly R. Starrs, MBA, CFRE (she/hers)

President & Chief Executive Officer

Inland Southern California United Way & Inland Southern California 211+

Office: (951) 697-4705

Mobile: (760) 880-7692

Inland Southern California UNITED WAY

Serving Riverside, San Bernardino, and East Los Angeles Counties

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LEADERSHIP COUNSEL FOR JUSTICE & ACCOUNTABILITY

May 20, 2026

Riverside County
Board of Supervisors
4080 Lemon Street, 5th Floor
Riverside, CA 92501

<sent via email>

Re: Riverside County Community Priorities for FY 2026 -2027 Annual Budget

Dear Board of Supervisors and Mr. Van Wagenen,

On behalf of ECV residents we work alongside, Leadership Counsel for Justice and Accountability (LCJA) submits the following FY 2026-2027 budget priorities for your consideration. These recommendations are grounded in meaningful community engagement across Riverside County's Eastern Coachella Valley unincorporated communities of Thermal, Mecca, Oasis, and North Shore.

Residents across the ECV continue to experience some of the most severe and persistent disparities in Riverside County. Families face ongoing housing instability, inadequate infrastructure, environmental burdens, and limited access to essential services. At the same time, it is crucial to highlight that these challenges are not isolated to the ECV. Similar conditions exist in Sky Valley, Lakeland Village, Good Hope, Highgrove, Thousand Palms, Cabazon, and other unincorporated communities. The persistence and consistency of these issues demonstrate the need for a meaningful county-wide approach that prioritizes equity, compliance, and long-term sustainability.

I. Invest Discretionary Funds for Grant Writing and Grant Management Capacity to Expand Affordable Housing.

The main priority across the ECV has consistently been the need for more affordable housing. There are substantial state and federal funding opportunities available to support affordable housing, infrastructure improvements, climate resilience, and community development. However, without sufficient internal staffing dedicated to grant writing, grant management, and coordination across departments, the County can lose the opportunity to be able compete for and secure these resources.

Residents have therefore requested that the County invest discretionary funds to expand this internal capacity especially within key departments such as Housing and Workforce Solutions (HWS) and the Transportation and Land Use Management Agency. For example, last fiscal year, HWS was awarded $5 million in discretionary funds.[1] Residents would like to see that level of investment continue. With this kind of support in place, strengthening staffing in these areas would allow the County to more effectively identify, apply for, and manage competitive state and federal funding opportunities. This is essential to advancing the development, rehabilitation, and long-term preservation of affordable housing in the ECV through successful grant acquisition.

As this capacity builds, residents want to see these efforts reflected in housing investments that respond directly to the needs of ECV communities. For example, in Mecca there is strong demand for single-family homes and mutual self-help housing programs that support pathways to homeownership, such as the Nuestro Orgullo Self-Help Homes project led by Coachella Valley Housing Coalition, which will bring 291 new homes to the community and expand homeownership opportunities for local families.[2] In Thermal and Oasis, residents continue to highlight the importance of mobile home parks and Polanco parks as essential affordable housing stock requiring infrastructure investment, preservation, and anti-displacement protections. One notable example is Shady Lane Estates Mobile Home Park, where Riverside County and Caritas Corporation invested nearly $10 million toward major infrastructure improvements, newly built homes, and safe housing for longtime residents and families transitioning from Oasis Mobile Home Park.[3] This investment will help address long-standing issues at the park, including power outages during extreme heat events in the summer, overcrowding, aging manufactured homes, and failing septic systems. It is also critical to highlight that, across all ECV communities, there is a clear need for affordable farmworker housing, extremely low-income housing, and housing that is accessible without excessive administrative or eligibility barriers, particularly for undocumented households.

II. Allocate Discretionary Funding to Advance Delayed Implementation of Housing Element Programs.

Riverside County's 6th Cycle Housing Element was created to serve all communities within Riverside County and all 38 programs are intended to be accessible to residents of

[1] Riverside County Executive Office. (2025). *Fiscal Year 2025/26 adopted budget volume I*. Riverside County. Riverside County FY 2025/26 Adopted Budget Volume I

[2] Riverside County Board of Supervisors, *Agenda Item 1.2: Tentative Tract Map No. 38945 (TTM38945)*, September 3, 2025, https://riversidecountyca.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=3208&MediaPosition=1306.933&ID=29169&CssClass=.

[3] Caritas Corporation. (n.d.). *Meet Shady Lane*. https://www.caritascorp.org/meet-shady-lane

different income levels and backgrounds.[4] Each Housing Element program includes specific deadlines and subtasks for compliance; however, several key programs remain behind schedule and require dedicated investment to move forward effectively. Advancing these programs is necessary to meet State Housing Element Law (Government Code sections 65580-65589.8) and fulfill the County's Regional Housing Needs Allocation obligations.

ECV residents urge the County to utilize discretionary funding to advance implementation of its adopted Housing Element and ensure that delayed housing programs move forward without further delay. This includes increasing TLMA staff capacity to implement housing programs, identifying and securing the funding necessary to carry them out, and prioritizing investments in underserved communities facing longstanding housing and infrastructure challenges across the ECV and other unincorporated areas countywide.

These investments would directly support programs that ECV residents, Unidos Por Viviendas Justas y Dignas, and other residents across the region have identified as urgent and responsive to local housing needs, including H-30 (First-Time Homeownership Program), H-29 (Rental Assistance and Eviction Prevention Services), H-5 (Supportive Affordable Housing Development), and H-11 (Development of Housing for Extremely Low-Income Households).[5] These programs are important to residents because they would help families remain housed, reduce the risk of displacement and homelessness, expand access to affordable homeownership opportunities, and increase the availability of housing for extremely low-income households. This is especially critical in communities such as the ECV, where many farmworker and low- to lower-income families continue to face overcrowding, substandard housing conditions, and limited access to affordable housing options. In these areas, the development and preservation of affordable housing through programs H-19 and H-17, which remain one of the region's primary sources of naturally occurring affordable housing. For these reasons, allocating sufficient discretionary funding in the County's budget is critical to ensure these Housing Element programs are fully implemented on schedule and deliver the intended resources to the communities they were designed to serve.

III. Utilize Discretionary Funding to Increase Unincorporated Communities Initiative (UCI).

UCI is a critical source of funding that provides targeted investments to historically underserved unincorporated communities and helps address their most urgent infrastructure and

[4] County of Riverside. (2024). *Adopted revised 6th cycle housing element*. Riverside County Transportation and Land Management Agency. https://planning.rctlma.org/sites/g/files/aldnop416/files/2024-07/County%20of%20Riverside%206th%20Cycle%20Housing%20Element.pdf?archive-consent=true

[5] County of Riverside, *Housing Element*, 2024.

service needs. ECV residents are requesting an increase in UCI funding to better support these communities and to advance critical infrastructure projects that have already been identified through extensive community planning efforts. Last fiscal year, UCI received approximately $12.5 million countywide, which translates to roughly $4 million per unincorporated area.[6] It is important to note that more than 17% of the County's population resides in unincorporated communities.

Because UCI funding is specifically intended to serve these areas, residents have identified a clear set of priority projects that are already planned but lack sufficient funding for implementation. These include the ECV Shade Equity Master Plan led by Kounkuey Design Initiative, which supports the development of shade infrastructure such as bus stops, parks, and routes to school in ECV communities experiencing extreme heat.[7] Notably, on February 10, 2026, the County allocated $350,000 in UCI funding to support KDI's Shade Equity Master Plan.[8] Residents would like to see continued investment in these efforts, as another key priority identified by residents is critical safety and mobility infrastructure, including sidewalk gap closures, crosswalks, and street lighting, as outlined in the Thermal-Oasis[9] and Mecca & North Shore Mobility Plans.[10]

LCJA is also working alongside North Shore residents and in partnership with GRID Alternatives, the Desert Recreation District (DRD), and TLMA to advance projects identified by the North Shore community. One priority is the North Shore Community Resilience Center, which would serve as both an emergency shelter during extreme climate events and a year-round hub for health and community services. As a major community-identified infrastructure investment, this project represents a critical opportunity for UCI funding to support climate resilience, public safety, and essential services in an area facing increasing environmental stressors. As reflected in the FY 2026-2027 Budget Community Priorities Survey Results (UCR SPP), infrastructure was identified as the top overall concern and priority.[11] This reinforces the

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[6] County of Riverside, *FY 2025–2026 Adopted Budget Volume I*, 2025.
[7] Kounkuey Design Initiative. (n.d.). *ECV shade equity master plan*. https://www.kounkuey.org/projects/ecv_shade
[8] County of Riverside. (2026, February 10). *Board of Supervisors agenda item 3.4: Approve the Fourth District Unincorporated Communities Initiative projects and use of UCI funding in the amount of $350,000*. https://riversidecountyca.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=3355&ID=29917
[9] County of Riverside Transportation Department. (2018). *Neighborhood mobility plan for the communities of Thermal and Oasis (updated)*. https://trans.rctlma.org/sites/g/files/aldnop401/files/migrated/Portals-7-documents-Trans-20Planning-20Docs-Thermal-Oasis-Mobility-Plan-Updated.pdf
[10] County of Riverside Department of Transportation. (2020). *North Shore–Mecca mobility plan*. https://www.legacy.civicwell.org/wp-content/uploads/2020/03/North-Shore-Mecca-Mobility-Plan-Feb2020.pdf
[11] County of Riverside Executive Office. (2026). *Fiscal year 2026–27 community budget priorities survey results and community workshop public comment summary*. https://riversidecountyca.iqm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=3362&MediaPosition=&ID=30478&CssClass=

need to increase UCI funding so these long-standing infrastructure needs can finally move forward.

IV. Increase in Budget Workshops.

We appreciate the County's efforts to conduct Budget Workshops to gather direct feedback from residents on their budget priorities. ECV residents are requesting that future workshops be held closer to their communities and that key departments such as Housing and Workforce Solutions, Transportation and Land Use Management, and Riverside County Department of Public Health have staff present so residents can hear directly about each department's budget priorities and share their priorities with the appropriate staff.

Currently, the meeting location at the CVWD Water District in Palm Desert is approximately a 35-40 minute drive from central ECV communities such as Mecca and Thermal, and significantly longer for residents traveling from more distant areas such as North Shore (estimated 45–55 minutes depending on traffic and route).[12] Many residents face transportation barriers that make it difficult to attend in-person meetings held at this location. To increase meaningful community participation, we recommend holding additional workshops in more accessible locations within the ECV and other unincorporated communities. We also encourage the County to consider hosting additional workshops with relevant County staff present so residents can directly engage with departments responsible for infrastructure, housing, transportation, and other community priorities.

V. Conclusion

The priorities outlined in this letter reflect consistent and urgent needs identified by residents across the ECV. These recommendations are grounded in extensive community engagement and reflect long-standing gaps in housing, infrastructure, and access to essential services. ECV residents respectfully urge the Board of Supervisors to consider these requests in the development of the FY 2026-2027 budget and to prioritize investments that advance equitable, timely, and sustained implementation of critical programs and infrastructure projects. Thank you for your time and consideration of these community priorities.

Sincerely,

Ivanna Uriarte
Housing and Land Use Policy Advocate
Leadership Counsel for Justice and Accountability

[12] Estimated driving time based on Google Maps directions from North Shore Beach and Yacht Club to Coachella Valley Water District, Palm Desert, CA: https://maps.app.goo.gl/vACtWWAiY7Nz2Jvf7.

LIFT TO RISE

4/17/2026

To: Jeff Van Wagenen, Chief Executive Officer, County of Riverside
From: Heather Vakona, Chief Executive Officer, Lift to Rise
Subject: FY 2026-27 Budget Request
Delivered Via Email

Dear CEO Van Wagenen,

Lift to Rise respectfully requests **$2.5 million** from the Riverside County General Fund to continue and expand its work to increase affordable housing supply across the County. **Since receiving a $1 million investment from the Board of Supervisors in January 2026, Lift to Rise has demonstrated measurable results as a backbone organization that creates efficiencies, multiplies public dollars, aligns private and philanthropic capital, and drives affordable housing from concept to construction**.

This $2.5 million request will support five key activities:

1. Expanding We Lift Catalyst Fund lending outside of 4th District
2. Growing countywide housing pipeline, identifying and addressing development barriers
3. Providing technical assistance and market building support to local jurisdictions and affordable housing developers
4. Expanding and coordinating a countywide coalition of cross-sector partners and community residents
5. Advocating for resources for our region and strategically aligning capital to move projects forward

Lift to Rise and Riverside County's Partnership in Action: Four Pillars of Impact

1. **<u>Securing and leveraging tens of millions of dollars for the region</u>**
    - Since 2021, Lift to Rise's We Lift Catalyst Fund has coordinated with Riverside County HWS to deploy or obligated **$45M+ across 15 affordable housing projects** in Riverside County, including **in Districts 3, 4, and 5**.
    - In 2026, Lift to Rise used its Riverside County's general fund allocation to deploy a **$1.5 million loan to Vista Heights Apartments in Murrieta, sparking 214 affordable multifamily units** and **leveraging $100 million+ in total development costs**.
    - Riverside County's $1 million General Fund allocation has already generated a return: **Lift to Rise scored highest among all applicants in SCAG's REAP 2.0 NOFA Round 2** contingency funding competition, positioning the We Lift Catalyst Fund to receive **$5 million in additional funding for Riverside County loans**, representing a **5:1 return on the County's investment.**

2. **<u>Building a cross-sector network</u>**
    - In 2026, Lift to Rise **added more than 20 new partners from Districts 1, 2, 3, and 5** to its Housing Collaborative Action Network (CAN), **growing the network from 70 to 90+**

cross-sector partners including the County, cities, developers, nonprofits, health systems, and residents.
- Riverside County's general fund allocation has supported Lift to Rise to build these **partnerships across all five districts of the County, expanding and strengthening a network of stakeholders aligned around a coordinated strategy for affordable housing production Countywide**.

3. **Problem-solving projects from concept to completion**
    - Lift to Rise has engaged in **technical assistance and strategic intervention to remove barriers from dozens of stalled affordable housing projects Countywide**.
    - Targeted interventions include **filling financing gaps, overcoming land-use hurdles, political coordination across local, state, and federal relationships, combatting community opposition, and providing technical capacity to cities and developers** to ensure that project break ground.
    - In 2026, the County's General Fund allocation supported Lift to Rise to **engage cities and developers with targeted technical assistance** and to **develop new loan products to address homeownership financing gaps for homebuyers and developers**.

4. **Setting the data baseline and tracking the regional pipeline**
    - Lift to Rise and its partners have set a regional **data baseline** for our shared work with an **estimated need for 50,000+ units of affordable housing across Riverside County**
    - In 2026, the County's General Fund allocation supported Lift to Rise to coordinate with Riverside County HWS, local cities, and affordable housing developers to identify **thousands of affordable units underway in each Supervisorial district, adding on to the pipeline of 9,500+ homes tracked with project-level detail in the Coachella Valley.**
    - The work to aggregate a regional pipeline informs County investment strategy, identifies systemic barriers, and facilitates alignment across partners.

Scaling What Works: Public-Private Partnership

Riverside County is the fastest-growing county in California yet faces a deficit of roughly 50,000 units of affordable housing for low-income households, a gap that will only widen without sustained, coordinated investment. With state and federal housing resources growing increasingly uncertain, the County cannot rely on outside funding to carry the load.

What it can rely on is a partnership that is already working. Riverside County Housing & Workforce Solutions brings what only a county agency can: institutional authority, funding for ongoing subsidy and construction, land, and the ability to make strategic capital investments at scale. Lift to Rise brings what a backbone organization can uniquely provide: a network of 90+ cross-sector partners organized around shared housing goals, relationship alignment across local, state, and national stakeholders, nimble We Lift Catalyst Fund financing to close gaps, and a base of residents who are engaged, informed, and active in their communities.

Together, we are not duplicating effort. We are combining complementary capacities to move more projects from concept to completion. That collaboration has already produced measurable results, most visibly in the 4th District. The $2.5 million request is an investment in taking that same model countywide. It will expand Catalyst Fund lending into Districts 1, 2, 3, and 5; deepen technical assistance to cities and developers who lack the capacity to move projects on their own; grow the Housing CAN coalition to 100+ aligned partners;

and ensure that Riverside County has a seat at the table and a credible partner beside it as state and federal housing policy continues to shift. Every dollar invested here is a dollar working to close the 50,000-unit gap, in every corner of the County.

Proposed Budget and Deliverables

Activity	Amount	Key Deliverables
Expanded We Lift Catalyst Fund Lending Outside of 4th District	**$1,500,000**	Deploy flexible capital to 3+ projects countywide; leverage 1:1 match with CDFI partners.
Countywide Pipeline & Data Infrastructure	**$250,000**	Track 20+ projects outside District 4; identify and address barriers through strategic intervention
Technical Assistance & Market Building	**$350,000**	Engage 16+ cities/developers; host 2+ countywide workshops; problem-solve funding, land-use & political barriers
Coalition Building & Resident Engagement	**$250,000**	Grow Housing CAN to 100+ partners; engage 120+ residents in advocacy and public processes
Strategic Advocacy & Capital Alignment	**$150,000**	Secure 6+ investment wins; convene regional housing summit; represent region alongside HWS at state/federal forums
TOTAL REQUEST	**$2,500,000**	

We look forward to continuing to grow our sharer partnership and impact and transforming what's possible for everyone who calls Riverside County home.

Thank you for your consideration of this request. Please don't hesitate to reach out if we can answer any questions or provide additional information.

Yours Sincerely,

Heather Vaikona

CEO, Lift to Rise

City of Palm Springs

Office of the City Council

Mayor Naomi Soto • Mayor Pro Tem David Ready

Grace Garner • Jeffrey Bernstein • Ron deHarte

3200 E. Tahquitz Canyon Way • Palm Springs, California 92262

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March 5, 2026

Supervisor V. Manuel Perez
County of Riverside
Fourth District
County Administrative Center
4080 Lemon Street, 5th Floor
Riverside, California 92501

Mr. Jeffrey A. Van Wagenen, Jr.
County Executive Officer
County of Riverside
Executive Office
4080 Lemon Street, 4th Floor
Riverside, CA 92504-3659

RE: Palm Springs Navigation Center – Request for Budget Allocation

Dear Supervisor Perez and Mr. Van Wagenen,

We write to share the progress made in addressing homelessness through the Palm Springs Navigation Center, and to reaffirm our deep commitment to long-term, regional collaboration in tackling the needs of our unsheltered population.

The progress to date would not have been possible without the partnership and generous contributions of the County of Riverside, as well as the invaluable leadership and staff within the Department of Housing and Workforce Solutions. We extend our heartfelt gratitude to you and your teams. Your shared commitment has played a foundational role in advancing critical services and housing solutions for some of our region's most vulnerable residents.

Since opening, the Palm Springs Navigation Center has demonstrated its effectiveness. Our data highlights that the Navigation Center and its associated facilities (Early Entry Facility and Access Center) are vital regional assets, serving a population that extends well beyond the city limits of Palm Springs.

Since the beginning of the current fiscal year, approximately 13% of the clients at the Early Entry-Overnight Facility and the Navigation Center have originated from outside of Palm Springs, including neighboring communities like Indio, Desert Hot Springs, and Cathedral City.

More recent data from mid-November 2025 through early February 2026 shows an even more pronounced trend, with 57.14% of clients entering the Access Center and Early Entry Facility coming from outside of Palm Springs. These individuals represent a broad geographic footprint, arriving from throughout the

Coachella Valley, greater Riverside County, and even from out-of-state locations such as Texas, Arizona, and Kentucky. The services they received between July 1,2025, and December 31, 2025, include meals (7,083); case management sessions (389); and education and employment services (93). The Navigation Center has maintained an 86% occupancy rate and successfully transitioned participants into stable, independent rental housing (40 clients housed).

This clear evidence of regional utilization for shelter, meals, and services underscores that Palm Springs provides a critical safety net for the entire county.

To ensure the long-term sustainability of these essential services, we are aggressively pursuing a multi-faceted funding strategy to supplement the requested county allocation. We are actively exploring and applying for various resources, including Desert Healthcare District grant funds and are working to leverage CalAIM (California Advancing and Innovating Medi-Cal) reimbursement opportunities for qualifying services. By diversifying our financial foundation, we aim to create a resilient and scalable model that effectively manages the regional homelessness crisis while maximizing the impact of every dollar invested.

Over the past several years, Palm Springs, in collaboration with the County of Riverside and dedicated nonprofit organizations, has worked diligently to form a continuum of care designed to meet individuals where they are and support them as they transition from unsheltered status to stable, long-term housing.

Palm Springs has emerged as a regional leader in confronting homelessness, and we have done so while serving individuals from across the Coachella Valley—not just within our city limits. This reinforces homelessness is a regional issue and requires a regional response.

To that end, we request inclusion in the County budget of $2.5 million in annual operating funds for the Navigation Center in Palm Springs. The annual operating budget for the Navigation Center is $5 million. Sharing in the operational costs reflects our joint leadership and commitment to the communities we serve.

We remain proud of the work accomplished to date and are equally aware that there is more to be done. The City of Palm Springs is committed to working alongside our County and regional partners to forge durable, humane, and scalable solutions to homelessness. Your continued leadership and engagement are critical to this shared mission.

Thank you for your vision, partnership, and unwavering dedication to this essential cause.

With sincere appreciation,

Naomi Soto, Mayor

David Ready, Mayor Pro Tem

Grace Garner, Council Member

Jeffrey Bernstein, Council Member

Ron deHarte, Council Member

Van Wagenen, Jeffrey

From: Acquia Mail
Sent: Tuesday, June 2, 2026 11:03 AM
To: Clerk of the Board
Subject: Public Comments Web Submission



The Clerk of the Board has received your public comments and will forward them to the Board of Supervisors. If you wish to call in and speak at the Board of Supervisors meeting, please select https://rivcocob.org/request-to-speak and fill out the request to speak form.

Thank you,
Riverside County Clerk of the Board

Submitted on June 2, 2026

Submitted values are:

First Name
Julia

Last Name
Vega

Phone
9098179244

Agenda Date
06/09/2026

Agenda Item # or Public Comment
Immigrant services department

State your position below
Support

Comments
I am writing in support of the creation of an immigrant services department. I urge you to use discretionary funding to create an office of immigration services.

Van Wagenen, Jeffrey

From: Flores, Kate
Sent: Tuesday, June 2, 2026 11:28 AM
To: District 4 Supervisor V. Manuel Perez; District 5; District3; District3 Information; Office of 2nd District Supervisor; Supervisor Medina - 1st District; Britt, Kimberly; Kent, Don; Federico, Brooke; Franco, Sarah; Leach, Charissa; Paradise, Michelle; Perez, Juan; Tran, Minh; Van Wagenen, Jeffrey
Cc: Boydd, April
Subject: Public comments
Attachments: Public Comments Web Submission; Public Comments Web Submission

Good morning,

Forwarding these Public comments submitted for the Board of Supervisors meeting 06/02/2026 for agenda item 24 Public comment.

Best regards,

Kate Flores
Clerk of the Board Assistant
Riverside County Clerk of the Board of Supervisors
4080 Lemon Street, 1st Floor, Room 127
Riverside, CA 92501
Phone: (951) 955-1069
Email: kateflores@rivco.org
Website: http://rivcocob.org/
https://www.facebook.com/RivCoCOB/
9/80 - Payday Fridays Off

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