PALMDALE

a place to call home

CITY COUNCIL
SUCCESSOR AGENCY
HOUSING AUTHORITY
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
TUESDAY, SEPTEMBER 2, 2025
5:00 PM
www.cityofpalmdaleca.gov

WELCOME

LEGISLATIVE BODY

LAURA BETTENCOURT, MAYOR PRO TEM
AUSTIN BISHOP, COUNCILMEMBER
RICHARD J. LOA, COUNCILMEMBER
ERIC OHLSEN, COUNCILMEMBER
ANDREA ALARCÓN, COUNCILMEMBER

1. **CALL MEETING TO ORDER**

Note: All City Council memberships are reflected in their City Council titles.

2. **ROLL CALL**
   MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, LOA, OHLSEN, ALARCÓN
   COMMISSIONERS FRAGA-SAENZ, BETTS

3. **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

4. **PRESENTATIONS**

   4.1 Chimbole Cultural Center & Library Expansion & Renovation Project, Phase 1.

5. **PUBLIC COMMENTS**

The public is allotted to speak a total of three (3) minutes on each section of the agenda i.e. Consent Calendar, Appointment-New Business, and Closed Session. As specified in the Brown Act, a speaker utilizing a translator will receive twice the amount of time specified. Any person who would like to address the Legislative Body on any agendized item may complete a speaker card for the City Clerk and identify the agenda item you would like to discuss.

6. **HOUSING AUTHORITY CONSENT CALENDAR**

All matters listed under the Consent Calendar will be enacted by one motion unless an item(s) is pulled by the Authority, in which case the item(s) will be removed from the Consent Calendar and will be considered separately following this portion of the Agenda.

6.1 Approve the City of Palmdale Housing Authority's 2024-2025 Annual Report per Health and Safety Code Section 34328 and 34328.1 and Authorize the Executive Director or their Designee to Submit the Report to the State of California Department of Housing and Community Development (HCD).

SR HA Annual Report 2024-25.docx
HA Annual Report for 2024-25.pdf

6.2 Approve the minutes from the previous meetings.

HA Mins 06 17 2025.pdf

7. **CONSENT CALENDAR**

All matters listed under the Consent Calendar will be enacted by one motion unless an item(s) is pulled by Council, in which case the item(s) will be removed from the Consent Calendar and will be considered separately following this portion of the Agenda.

7.1 Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

7.2 Review and file the Monthly Investment activity reports for July 2025.

SR Monthly Investment Report July 2025.docx
Rpt. Monthly Investment Reports July 2025.pdf

7.3 Adopt Resolution No. CC 2025-054, a Resolution of the City Council of the City of Palmdale to transfer unclaimed checks from their respective funds to the general fund pursuant to California Government Code Section 50050-50057.

SR Unclaimed Checks Sept 2025.docx
Reso. No. CC 2025-054 Unclaimed Checks.docx
Publication FY 2025 Unclaimed checks.pdf

7.4 Adopt Resolution No. CC 2025-065, a Resolution of the City Council of the City of Palmdale authorizing the execution and delivery of a custody agreement regarding funds of City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) and approving related actions.

SR Reso. No. CC 2025-065.docx
Reso. No. CC 2025-065.docx
Custody Agreement A-9489.docx

7.5 Approve First Amendment to Agreement with Accela, Inc., a subscription based land use, plan review, and inspection tracking system, for an additional amount of $130,000 and a not to exceed amount of $766,553 for the remainder of a five (5) year term through December 31, 2026.

SR First Amendment to Agrmt No. A-7700 with Accela, Inc.docx
Agrmt No. A-7700, First Amendment with Accela, Inc.pdf
Agrmt No. A-7700 with Accela, Inc.pdf

7.6 Adopt Resolution No. CC 2025-067, a Resolution of the City Council of the City of Palmdale recognizing the Los Angeles County Sheriff's Department for its commitment to transparency and community trust and expressing support for State Legislation promoting identification and accountability in law enforcement.

SR Reso. No. CC 2025-067.docx
Reso. No. CC 2025-067.docx

7.7 Approve First Amendment to Agreement with RSG, Inc., to increase the amount by $69,610 for a not to exceed total of $150,000 for additional consultant services for the Home Rehabilitation and Home Accessibility Programs.

SR Agrmt No. A-9221 First Amendment with RSG Inc.docx
Agrmt No. A-9221 First Amendment with RSG Inc.pdf
Agrmt No. A-9221 with RSG Inc.pdf

7.8 Approve the deaccession of the Back Home sculpture at the Palmdale Transportation Center in accordance with the Public Art Commission's Deaccession of Artwork Policy and Chapter 15.01 of the Palmdale Municipal Code.

SR Deaccession Back Home Sculpture.docx
Deaccession of Artwork Policy.pdf

7.9 Approve First Amendment to Agreement with Brightlife Designs, LLC, for holiday light decorating services, increasing the agreement by $450,000 for a total not to exceed amount of $574,000 for a two-year term through October 2, 2026, with the option to extend one additional one-year term.

SR Agrmt No. A-9049 First Amendment with BrightLife Designs,LLC.docx
Agrmt No. A-9049 First Amendment with Brightlife Designs, LLC.pdf
Agmt No. A-9049 with Brightlife Designs, LLC.pdf

7.10 Energy For Palmdale's Independent Choice (EPIC) 2024 Power Source Disclosure Attestation.
SR EPIC 2024 PSD Attestment.docx
EPIC 2024 PSD Annual Report.pdf

7.11 Award and Approve agreement with Applied Research Associates Inc., for PN 922, Citywide Sign Inventory and Retroreflectivity Assessment Project, for a total not to exceed amount of $418,979 for a term of 180 calendar days from the date of the Notice to Proceed.
SR Agrmt No. A-9317 with Applied Research Associates, Inc.docx
Agrmt No. A-9317 with Applied Research Associates, Inc.pdf

7.12 Award and Approve Construction Agreement with Bergman KPRS, LLC, for Design-Build Services for PN 924, DryTown Water Park Thrill Ride Attraction Project for a total not to exceed amount of $2,319,980 for a completion date no later than April 15, 2026; and Approve and Award Agreement with MNS Engineers, Inc., for Project/Construction Management Services for a total not to exceed amount of $330,000 for a term of 12 months.
SR Agrmt No. A-9499 with Bergman KPRS, LLC & Agrmt No. A-9506 with MNS Engineers, Inc.docx
Agrmt No. A-9499 with Bergman KPRS, LLC.pdf
Agrmt No. A-9506 with MNS Engineers, Inc.pdf

7.13 Award and Approve Construction Agreement with Hardy & Harper Inc., for PN 918, 2025 Arterial Overlay Project, for a total not to exceed amount of $4,163,500 for a term of 45 working days from the date of the Notice to Proceed.
SR Agrmt No. A-9468 with Hardy & Harper Inc., PN 918.docx
Agrmt No. A-9468 with Hardy & Harper Inc., PN 918.pdf
Location Map.pdf

7.14 Approve the minutes from the previous meeting.
Mins 08 01 2025.pdf
Mins 08 19 2025.pdf

8. PUBLIC HEARING

8.1 Public Hearing to receive Public Comments on the Draft Consolidated Annual Performance Evaluation Report (CAPER) for Fiscal Year 2024-2025; Review, Approve, and Authorize the City Manager Pro Tem or his Designee to make necessary changes to submit the CAPER Report to the U.S. Department of Housing and Urban Development (HUD) by September 28, 2025, in Compliance with HUD Regulations.
SR CAPER 24-25.docx

DRAFT Palmdale CAPER 24-25.pdf

8.2 Public Hearing to receive public comments on the Permanent Local Housing Allocation (PLHA) Formula 5-Year Plan Amendment for Years 2020-2025; Adopt Resolution No. CC 2025-064, a Resolution of the City Council of the City of Palmdale authorizing the application and amending the PLHA Formula 5-Year Plan with the State of California Department of Housing and Community Development PLHA Program.

SR CC Public Hearing PLHA 5-Year Plan Amendment.docx
Reso. No. CC 2025-064 PLHA Amendment.docx
2024 PLHA Formula 5-year Plan Amendment.pdf

9. **APPOINTMENTS**

9.1 Appointment of two Councilmembers to form an Ad Hoc Subcommittee to review and provide recommendation for a possible partnership with Palmdale Water District (PWD) for Littlerock Dam Recreational Project.

SR Littlerock Ad Hoc Subcommittee.docx

10. **CITY MANAGER'S REPORT**

11. **NON-AGENDA PUBLIC COMMENTS*:***
Now is the time for public participation on items not listed on the agenda. Each speaker is allotted three (3) minutes total.

12. **COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**

12.1 Council Reports.

Monthly Informational Report Bettencourt 090225.docx
Monthly Informational Report Bishop 090225.docx
Monthly Informational Report Ohlsen 090225.docx

13. **PRESENTATION BY CITY ATTORNEY**

13.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Katherine Inman v. City of Palmdale
Los Angeles Superior Court 23STCV27086
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

13.2 PUBLIC EMPLOYEE APPOINTMENT

Title: Interim City Manager
This closed session is being held pursuant to the authority of California Government Code Section 54957.

14. **ANNOUNCEMENT BY CITY ATTORNEY**

15. **ADJOURN** meeting to October 7, 2025, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

Americans with Disabilities Act (ADA) Accommodations
In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (661) 267-5151 at least 48 hours prior to the meeting.

If you require oral translation, please contact the City Clerk's Office at (661) 267-5151 at least 48 hours prior to the meeting.

Housing Authority Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE VICE CHAIR AND COMMISSIONERS**

FROM: **HOUSING DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE THE HOUSING AUTHORITY OF THE CITY OF PALMDALE'S 2024-2025 ANNUAL REPORT PER HEALTH AND SAFETY CODE SECTION 34328 AND 34328.1 AND AUTHORIZE THE EXECUTIVE DIRECTOR OR THEIR DESIGNEE TO SUBMIT THE REPORT TO THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (HCD)**

RECOMMENDATION

Staff recommend that the Housing Authority:

1. Approve the Housing Authority of the City of Palmdale's 2024-2025 Annual Report per Health and Safety Code Section 34328 and 34328.1; and,
2. Authorize the Executive Director or their designee to submit the report to the State of California Department of Housing and Community Development (HCD).

BACKGROUND

The Housing Authority of the City of Palmdale (Housing Authority) was activated by the City Council on April 9, 1997, pursuant to California Housing Authorities Law. In accordance with Health and Safety Code Sections 34328 and 34328.1, the Housing Authority must prepare a complete report of its activities during the previous fiscal year by October 1. The annual report must be filed with the City Clerk and submitted to the California Department of HCD. As part of the reporting process, the Housing Authority may recommend legislation or other actions necessary to carry on housing and community development programs in the State of California.

DISCUSSION

Staff has prepared a report describing the Housing Authority's affordable housing activities utilizing the Housing Authority assets, the Low- and Moderate-Income Housing Funds assumed from the Community Redevelopment Agency of the City of Palmdale (former Redevelopment Agency), and the Housing Asset Funds proceeds from the

assumed assets of the former Redevelopment Agency. The Annual Report demonstrates compliance with the reporting requirements of Sections 34328 and 34328.1.

The Housing Authority, in its capacity as the housing successor to the former Redevelopment Agency, is also required to conduct an independent financial audit for the previous fiscal year and to prepare a report on its housing activities as specified in Health and Safety Code Section 34176.1(f). The audit and report will be presented to the Authority Board under separate cover.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Prepared by:	Sophia Reyes, Director of Housing
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Executive Director
Approved as to form:	Alexandra Halfman, Authority Attorney

ATTACHMENTS

HA Annual Report 2024-2025

Housing Authority of the City of Palmdale

PALMDALE

a place to call home

2024-2025 Annual Report

Pursuant to Health and Safety Code Sections 34328 and 34328.1

Contact:
Department of Housing
Sophia Reyes, Director
Becky Bartlett, Analyst II
38250 Sierra Highway
Palmdale, California 93550
(661) 267-5126
September 2, 2025

Contents

I. Preface

II. Report of Affordable Housing Activities

a. Assumption of Housing Assets from Former Redevelopment Agency
b. Management of Housing Authority-Owned Properties
c. Housing Authority Affordable Housing Activities

III. Other Required Information

I. PREFACE

In accordance with California Health and Safety Code Sections 34328 and 34328.1, a Housing Authority is required to file an annual report at least once a year with the clerk of the respective city or county and with the Department of Housing and Community Development (HCD) describing its activities for the preceding year. The report shall contain information adequate for the city, county, or department to determine that the requirements of Section 34312.3 have been met for any activity undertaken pursuant to that section.

II. REPORT OF AFFORDABLE HOUSING ACTIVITIES

a. Assumption of Housing Assets from Former Redevelopment Agency

The Housing Authority of the City of Palmdale (Housing Authority) assumed the housing assets and obligations of the Low- and Moderate-Income Housing Fund (LMIHF) of the former Community Redevelopment Agency of the City of Palmdale (former Redevelopment Agency) in January 2012, effective February 1, 2012, pursuant to Assembly Bill No. 26 (2011-2012 1st Ex. Sess.). The proceeds from the assets assumed from the former Redevelopment Agency are held in the Housing Authority's Low- and Moderate-Income Housing Asset Fund (HAF).

b. Management of Housing Authority-Owned Properties

The Housing Authority owns and operates the three Mobile Home Parks (Boulders at the Lake, Boulders at the Ranch I, and Boulders at the Ranch II). Newport Pacific Capital Company, Inc. manages the properties. The percentage of units required by Health and Safety Code Section 34312.3(c) to be occupied by specified income levels was met. The Housing Authority will continue to monitor the properties to confirm continued compliance.

The Housing Authority owns and operates 291 units of affordable rental housing (Impressions, La Quinta, Park Vista, and Summerwood Apartments). Newport Pacific Capital Company, Inc. manages the properties. The percentage of units required by Health and Safety Code Section 34312.3(c) to be occupied by specified income levels was met, and the Housing Authority will continue to monitor the properties to confirm continued compliance.

The Housing Authority has no tenancy terminations or Section 8 voucher terminations associated with victims of domestic violence to report.

Multi-family Mortgage Revenue Bonds were issued by the former Redevelopment Agency in 1998 for the acquisition and rehabilitation of the Mobile Home Parks and were refinanced in 2003 and 2005. The Promissory Note for the bonds to the former Redevelopment Agency was assumed by the Housing Authority in 2003, when the title was transferred from the prior owner, and is paid from net cash flow generated by the three mobile home parks. The Housing Authority is current in its payment obligations.

Multifamily Housing Revenue Bonds were issued in 2015 to acquire and rehab 291 units of affordable rental housing (the Impressions, La Quinta, Park Vista, and Summerwood Apartments). The Housing Authority's Promissory Note for the bonds is paid from the net cash flow generated by the four apartment properties. The Housing Authority is current in its payment obligations.

c. Housing Authority Affordable Housing Activities

The Housing Authority assumed the former Redevelopment Agency's affordability covenants and conducted annual monitoring and enforcement of owner compliance with the restrictions imposed on projects assisted with LMIHF. The Housing Authority continued implementing the enforceable housing obligations assumed from the former Redevelopment Agency and funded with LMIHF in accordance with California Redevelopment Law.

The Housing Authority entered into the following agreements in the reporting period:

1. First Amendment with The Salvation Army (A-8366) to amend the budget to include an administrative line item without changing the total agreement amount. Homelessness Prevention and Rapid Rehousing Program.
2. Fourth Amendment with LDM Associates, Inc. (A-7160) for Rehabilitation Management Services, the consultant and Housing Authority agree to exercise the option in Section 5.1 to extend the agreement for the final option of a one-year term through October 28, 2025.
3. Second Amendment with Keyser Marston (A-7134) for Financial Analysis Services, the consultant and Housing Authority agree to exercise the option in Section 5.1 to extend the agreement for an additional one-year term through October 28, 2025.
4. Second Amendment RSG, INC. (A-7135) Consultant and Housing Authority agree to exercise the option in Section 5.1 to extend the agreement for the final option of one-year term through October 14, 2025.
5. First Implementation to Agreement (A-7950) with Together California for Revised Schedule of Performance for the Foster Family Housing.

6. Eleventh Implementation Agreement (A-5078) to Affordable Housing Agreement with Homes for Families deletes in its entirety the Tenth Schedule of Performance and replaces it.
7. Twelfth Implementation Agreement to Affordable Housing Agreement with Homes for Families (A-5078) revises the definition of “Affordable Housing Cost” and “Restricted Resale Price”.
8. Thirteenth Implementation Agreement to Affordable Housing Agreement with Homes for Families (A-5078) the Eleventh Schedule of Performance is deleted in its entirety and is replaced with the Twelfth Schedule of Performance attached to the Thirteenth Implementation Agreement.
9. Agreement with Nash Construction (A-8565) for ongoing general contractor and minor construction services.
10. Agreement (A-9120) with LINC for 4th St. Palmdale, LP for pre-development of affordable rental housing units.
11. Agreement (A-9121) with LINC for the 4th St. Palmdale, LP, an Exclusive Negotiating Agreement for the development of affordable rental housing units.
12. Agreement (A-8908) an Affordable Housing Agreement with Advancing Communities Together for the property to construct an affordable housing duplex.
13. Agreement (A-9008) with Home Based Realty, Angela Allen to list for 38553 4th St for sale for as Agreement (A-9008), to list 4th St for sale for low-income housing.
14. First Amendment to Agreement (A-7571) with Fraizer Capital Valuation, Inc. to extend the agreement for an additional one-year term, leaving the second option for one additional year available.
15. Agreement (A-9242) an Affordable Housing Agreement with Victory Outreach to lease property located at 513 East Avenue Q4 for the rehabilitation of four rental housing units that will be affordable for Very Low-Income households at risk of homelessness.
16. Agreement with Good Guard Security Inc. (A-9189) for security services at the Housing Authority facilities.
17. Agreement with Absolute International Security (A-8811) for security services at the Housing Authority facilities.
18. Agreements under the Veterans Purchase Assistance Loan Program (VPAL):
    a. (A-9182) Lot #45
    b. (A-9183) Lot #39
    c. (A-9142) Lot #46
    d. (A-9218) Lot #30
    e. (A-8636) Lot #44
    f. (A-8459) Lot #37

g. (A-8715) Lot #36
h. (A-8984) Lot #28
i. (A-8674) Lot #43
j. (A-8713) Lot #26
k. (A-8714) Lot #35
l. (A-8793) Lot #25
m. (A-9220) Lot #38
n. (A-9377) Lot #47
o. (A-9378) Lot #48
p. (A-9376) Lot #40
q. (A-7948) Lot #41
r. (A-7791) Lot #42
s. (A-8982) Lot #27

III. OTHER REQUIRED INFORMATION

The Housing Authority, in its capacity as the housing successor to the former Redevelopment Agency, is also required to conduct an independent financial audit for the previous fiscal year and to prepare a report on its housing activities as specified in Health and Safety Code Section 34176.1(f). The audit, report, and the Housing Authority budget will be presented to the Housing Authority Board under separate cover.

The Housing Authority recommends legislation to address the State of California Department of Finance's refusal to use Redevelopment Property Tax Trust Funds (RPTTF) to pay Housing Authority administrative costs relating to the transferred housing assets and obligations of former Redevelopment Agencies.

In addition, the Housing Authority recommends legislation to address the impacts of "Accessory Dwelling Units" by right (SB1069) on sewer infrastructure, traffic, and parking in residential zones, as an unfunded mandate.

MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JUNE 17, 2025
5:00 PM

1) CALL MEETING TO ORDER

Mayor Loa called the meeting to order at 5:00 pm.

Note: All City Council memberships are reflected in their City Council titles.

2) ROLL CALL MAYOR LOA, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, OHLSEN, ALARCÓN COMMISSIONERS FRAGA-SAENZ, BETTS

PRESENT: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Bettencourt led the pledge of allegiance. Mayor Loa announced the meeting would be adjourned in memory of Ryan Tortolano.

4) PRESENTATIONS

4.1) iSERVE Youth Leadership Academy 2025.

Supervising Coordinator Morales provided a PowerPoint presentation to the Council.

The Council thanked the participants for their leadership and for serving in the program.

5) PUBLIC COMMENTS

Bo Okoroji and Jason Jaffe of Steerpoint Capital spoke regarding the Antelope Valley Mall Operating Covenant Agreement (Item 7.6).

Councilmember Alarcón pulled items 7.6 and 7.7 for discussion.

6) JOINT CONSENT CALENDAR CC/HA

6.1) Approve the minutes from the previous meetings.

Motion: Approve all items listed on the Consent Calendar. Moved by Andrea Alarcón, seconded by Christina Fraga-Saenz.

Vote: Motion carried (7-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.

7) CONSENT CALENDAR

7.1) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

7.2) Receive and file the Annual Report on Development Impact Fees for the Fiscal Year Ended June 30, 2024, and adopt findings to commit funds held in the Littlerock Drainage Fee Fund, Fire Facilities Fund, and Sewer Upgrade Fee Fund.

7.3) Adopt Resolution No. CC 2025-044, a Resolution of the City Council of the City of Palmdale establishing an appropriations limit for Fiscal Year 2025-26 pursuant to Article XIII B of the California Constitution and repeal Resolution No. CC 2024-053.

7.4) Adopt Resolution No. CC 2025-045, a Resolution of the City Council of the City of Palmdale designating by title and name those officials who are authorized to sign checks and warrants, and repeal Resolution No. CC 2025- 003, and Adopt Resolution No. SA 2025-002, a Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale designating by title and name those officials who are authorized to sign checks and warrants, and repeal Resolution No. SA 2025-001.

7.5) Approve Purchase Order 20260000 with Amazon Capital Services, Inc., DBA Amazon Business, in an amount not to exceed $268,000 for FY 2025-26.

7.6) Approve Operating Covenant Agreement with Antelope Valley Shop, LLC., to create a partnership for revitalization, security, and operational costs associated with the Antelope Valley Mall.

Director of Economic and Community Development Taggart provided a brief overview of this item.

Councilmember Alarcón inquired about the substance of the operating covenant agreement, payments, and the term of the contract. Ken Hira, President of Kosmont Companies, provided clarification and discussed the details of the agreement. Jeff Jaffe and Bo Okoroji, representing Steerpoint Capital, discussed

the costs associated with securing an entertainment tenant within the proposed development. Discussion ensued regarding local hire, payments before the issuance of the certificate of occupancy, security upgrades, a substation for local law enforcement, renovations, and verified tenant operations.

Motion: Approve Operating Covenant Agreement with Antelope Valley Shop, LLC., to create a partnership for revitalization, security, and operational costs associated with the Antelope Valley Mall, with proposed amendments stated below.
Moved by Andrea Alarcón, seconded by Eric Ohlsen.

2.1 Security Upgrades. Owner agrees that it shall take the following actions to enhance security at the Property: (i) upgrade the existing security camera systems (the extent of such upgrade shall be determined by Owner in its commercially reasonable judgement), (ii) provide, in a location to be determined by Owner, space within the Mall for a local law enforcement substation at no cost; Owner shall perform any improvements or alterations in connection therewith; and (iii) increased security hours which Landlord may change from time to time as reasonably determined by Owner. Nothing herein shall be interpreted to require the City's approval of or restrict Owner's discretion to make future decisions regarding security staffing, hours, systems, or any other operations at the Property which shall be made at Owner's sole discretion and in accordance with Owner's commercially reasonable judgment.

3.2.4 Operating Covenant Payment 1: $2,000,000. Ninety (90) days after the issuance of the Tenant Certificate of Occupancy.

4.113 Jurisdiction and Venue. Any legal action or proceeding concerning this Covenant Agreement shall be filed and prosecuted in the appropriate California state court in the County of Los Angeles, California.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

7.7) Approve Down-Payment Assistance Program.

Director of Housing Reyes presented the staff report.

Councilmember Alarcón requested more information on the application process, funding, and marketing. Director of Housing Reyes provided information on the application and selection process, funding guidelines, and additional funding from Housing and Community Development (HCD). The Council and staff further discussed the program guidelines.

Motion: Approve Down-Payment Assistance Program.
Moved by Austin Bishop, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

7.8) Accept Notice of Completion (NOC) for Public Drainage Improvements for Sierra Highway Storage located at 37550 Sierra Highway.

7.9) Approve agreement with Psomas for design services for PN 906, Avenue T Street Improvement Project, for a total not to exceed amount of $801,141 for a term of 18 months from the date of the Notice to Proceed.

7.10) Accept Notice of Completion (NOC) for PN 741, East Avenue S-8 and 40th Street East Roundabout Project.

7.11) Accept Notice of Completion (NOC) for PN 780, Avenue Q-12 Sidewalk Gap Closure Project.

Motion: Approve all items listed on the Consent Calendar with the exception of Items 7.6 and 7.7.
Moved by Austin Bishop, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

8) JOINT PUBLIC HEARING CC/SA/HA/IDA/PAA/PCA/PFA

8.1) Adopt Joint Resolution of the City Council of the City of Palmdale No. CC 2025-046, Successor Agency to the Community Redevelopment Agency of the City of Palmdale No. SA 2025-003, Palmdale Civic Authority No. PCA 2025- 001, Housing Authority of the City of Palmdale No. HA 2025-002, Industrial Development Authority No. IDA 2025-001, Palmdale Airport Authority No. PAA 2025-001, Palmdale Financing Authority No. PFA 2025-001, collectively the approving Legislative Bodies (ALB) adopting the City of Palmdale's Annual Budget for Fiscal Year 2025-26, and approving revenue and expenditure adjustments to Fiscal Year 2024-25; Adopt Resolution No. CC 2025-047, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plan for general positions; Adopt Resolution No. CC 2025-048, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plan for bargaining unit positions; Adopt Resolution No. CC 2025-049, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plan for Parks and Recreation Unbenefited positions; and Adopt Resolution No. CC 2025-050, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plan for Y-Rated positions.

Mayor Loa opened the Public Hearing.

City Clerk Scott read the titles of the Joint Resolution CC 2025-046, SA 2025-003, PCA 2025-001, HA 2025-001, IDA 2025-001, PAA 2025-001, PFA 2025-001, CC 2025-047, CC 2025-048, CC 2025-049, CC 2025-050, and CC 2025-050.

Director of Operations Samson presented a PowerPoint on the budget.

Mayor Pro Tem Bettencourt inquired about the items being adopted jointly and sought clarification on their relationship. Director of Operations Samson explained how the joint items are connected and the rationale for their coordinated adoption. Acting City Attorney Halfman provided further clarification as to why the items were combined.

Jason Zink provided public input.

Mayor Loa closed the Public Hearing.

Councilmember Alarcón inquired about the projected allocations for Measures AV and PD. Director of Operations Samson gave an oral presentation detailing the projected allocation for Measure PD. There was further discussion among Council and staff regarding future budget adjustments, a public survey, and a Capital Improvement Plan.

Motion: Adopt Resolution No. CC 2025-046, SA 2025-003, PCA 2025-001, IDA 2025-001, PAA 2025-001, PFA 2025-001, CC 2025-047, CC 2025-048, CC 2025-049, CC 2025-050
Moved by Austin Bishop, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

Motion: Adopt Resolution No. HA 2025-002
Moved by Christina Fraga-Saenz, seconded by Dianne Betts.

Vote: Motion carried (6-1)
Yes: Richard J. Loa, Austin Bishop, Eric Ohlsen, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.
No: Laura Bettencourt.

The Housing Authority adjourned at 6:59 pm.

9) PUBLIC HEARING

9.1) Adopt Resolution No. CC 2025-043, a Resolution of the City Council of the City of Palmdale restating in its entirety the City of Palmdale Master Schedule

of Fees and Penalties and repealing all prior enactments inconsistent with this Resolution.

City Clerk Scott read the title of Resolution No. CC 2025-043.

Mayor Loa opened the Public Hearing.

Director of Operations Samson presented the staff report.

The following individuals provided public input: Jason Zink spoke about the increase in fees, funding projects, and historical preservation, and Rich Gallego commented on the increase in City fees and the State gas tax.

Mayor Pro Tem Bettencourt mentioned that she sent a letter of protest regarding the State gas tax.

Mayor Loa closed the Public Hearing.

Councilmember Alarcón requested that staff provide information regarding the fees associated with Parks and Recreation programs. In response, Deputy Director Dombrowski presented the proposed fee adjustments, noting that the increases are aligned with the current Consumer Price Index (CPI) as well as comparable rates charged by similar operators and venues. Deputy Director Dombrowski also highlighted the availability of scholarship programs and discounts.

Mayor Pro Tem Bettencourt inquired if the scholarship applied to non-profits desiring to rent a Parks and Recreation facility. Deputy Director Dombrowski stated that there is a discount that can be applied to non-profit organizations, and it is part of the fee schedule

Councilmember Ohlsen discussed the City fees and requested an analysis of the fee schedule. City Manager Pro Tem Mendez stated that a Request for Proposal (RFP) would be released to do an analysis of the fee schedule.

Staff and Council further discussed the increase in the cost of services, regional fee evaluation, supplementing fees with Measure PD and AV, assessment of fees charged to residents vs. non-residents, and implementing discounts for veterans.

Mayor Loa closed the Public Hearing.

Motion: Adopt Resolution No. CC 2025-043, a Resolution of the City Council of the City of Palmdale restating in its entirety the City of Palmdale Master Schedule of Fees and Penalties and repealing all prior enactments inconsistent with this Resolution.
Moved by Austin Bishop, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

10) CITY MANAGER'S REPORT

City Manager Pro Tem Mendez provided an update on several upcoming events, including: Juneteenth Event in Poncitlan Square on June 19, Season of Service event on Avenue S and 70th Street East on June 21, High Desert Beer & Wine Festival on June 21 at the Palmdale Amphitheater, Book and Barks at the Library on June 24, District 5 Neighborhood Watch event at McAdam Park on June 25, Movie Night at the Palmdale Amphitheater on June 27, and July 4 events at Domenic Massari and Marie Kerr Park.

11) SHERIFF'S REPORT

Captain Bardon provided an update on response times for routine calls, service calls, update on the use of the virtual deputy application, the Public Safety partnership, Part 1 crimes, arrests, graffiti-related arrests, collisions, traffic citations, fatal collisions, speed enforcement, and July 4th illegal fireworks enforcement.

The Council commended the Sheriff's Department for its exemplary performance during the recent protests and encouraged Captain Bardon to maintain efforts in traffic speed enforcement.

12) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Monica Dopson spoke about the mayoral rotational system, in support of an elected mayor, and advocated for offering City discounts to teachers, veterans, and police officers; Rich Gallego commended Councilmember Alarcón for showing her fiduciary duty and discussed and an elected mayor for Palmdale; Jason Zink provided comments on an at-large mayor, City budget, and supporting small business owners; Andrew Dumas raised concerns about the enforcement of illegal firework activity at the aqueduct and 60th Street West; Roger Soderstedt spoke in favor of maintaining a rotational mayor process and expressed support the approval of Item 7.6; and Marsha Furman mentioned she was excited about receiving a sidewalk in her area and announced the Breast Cancer Walk would be held on October 25.

13) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Ohlsen discussed an opinion piece he wrote on the importance of high-speed rail in association with the City of Palmdale. He asked the Council to agree to submit a letter of support to the California High-Speed Rail Authority to let them know the City of Palmdale stands with them. There was Council consensus. He reminded the Council that a subcommittee was formed to deal with the issues of the Auto Mall zoning.

Mayor Pro Tem Bettencourt shared remarks about her recent vacation to the Grand Canyon.

Councilmember Alarcón announced the upcoming District 5 Neighborhood Watch event, scheduled to be held at McAdam Park on June 25. She also highlighted budget allocations designated for improvements to McAdam Park.

Councilmember Bishop commented on the projects included in the current budget and spoke about fostering community pride and continued investment in the city.

14) ADJOURNMENT

Mayor Loa adjourned the meeting at 7:55 pm, in honor of Ryan Tortolano, to July 1, 2025, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 2nd day of September 2025

_____
Laura Bettencourt,
Mayor Pro Tem

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY REPORTS FOR JULY 2025**

RECOMMENDATION

Staff recommend that the City Council:

1. Receive and file the July 2025 monthly investment activity reports for the City of Palmdale and Successor Agency.

BACKGROUND

Pursuant to Section 16 of the City and Successor Agency Investment Policy, the City Treasurer shall prepare and present monthly reports on investments to the City Manager/Executive Director and the City Council/Directors. The reports shall detail the type of investment, issuer's name, purchase date, maturity date, amount of deposit, and interest rate. This information shall be provided for all City and Successor Agency pooled investments and for Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts, and Community Facilities District accounts managed by outside Fiscal Agents.

The monthly investment reports provide a synopsis of the City and Successor Agency's investment activity. They provide information on assets, allocations, average maturities, yields, and book valuations. The interest rates presented are the most current rates available as of the date of this report.

The market values presented for pooled City and Successor Agency investments are based on closing prices for the related investment as of the date of this report. This information was obtained from the Wall Street Journal, Bloomberg Financial Markets, Capital Market Finances, or other reliable sources of market prices.

DISCUSSION

Compliance with Investment Policy

For July, the City's invested portfolio totaled $315,916,723, a decrease of $5,366,230 from the previous month and a decrease of $17,467,848 compared to the prior year. The monthly decrease was due to the maturity of Government Agency Paper and a withdrawal from the Local Agency Investment Fund to the general fund to cover operational costs.

The par value of the Successor Agency's portfolio as of July was $12,113,285. The balance increased by $47,688 from the prior month due to interest earned during the month.

All investments meet criteria appropriate to Section 8 of the Investment Policy. The portfolios are based on a combination of various investments, including CDs, Corporate Notes, US Treasury Securities, and Government Agency Paper, each adhering to portfolio percentage limitations.

The Finance Division is the custodian for the City and Successor Agency's investment portfolio and follows the three main principles of both entities' investment policies: 1) Investment in financial instruments that mitigate the risk of monetary losses stemming from market fluctuations; 2) Establish and maintain a portfolio that has sufficient liquidity to allow the City and Successor Agency to meet all anticipated cash requirements; and, 3) Seek out investment instruments that provide a competitive market rate of return.

Liquidity

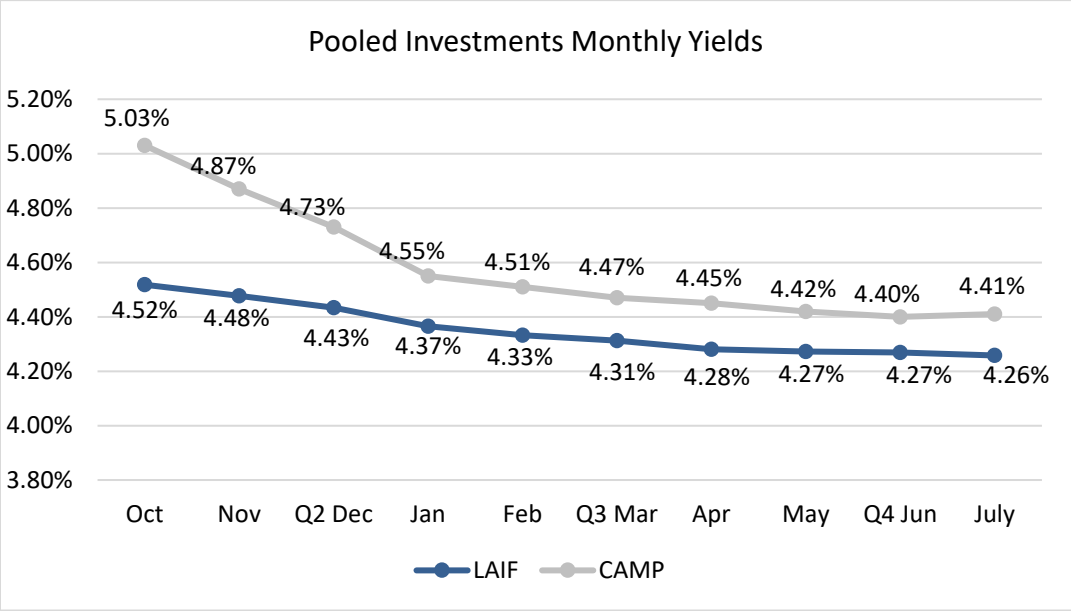
One core approach the Finance Division focuses on is providing liquidity to meet the City and Successor Agency's operational requirements. Thus, the City invests in two pooled funds, the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). These are intended for daily operational activities and can be used during economic uncertainties for ongoing operating and maintenance needs. The pooled funds provide a higher liquidity ratio to ensure the City and Successor Agency meet cash flow requirements.

The City's LAIF balance at the end of July was $106,623,145, a decrease of $3,782,073 due to a withdrawal in the current month.

The Successor Agency's LAIF balance at the end of July was $3,942,545, an increase of $42,726 from the prior month, due to interest earned.

The City's CAMP balance at the end of July was $53,145,462 compared to $52,947,078, in June. The increase is due to interest earned.

The interest rates presented are the most current rates available as of the date of this report. As of July 30, 2025, the interest rates for LAIF and CAMP investments were 4.258 percent and 4.41 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of June were 4.269 percent and 4.40 percent. This time last year, LAIF and CAMP rates were at 4.516 percent and 5.43, respectively.



The chart above shows the LAIF and CAMP average monthly yields from October 2024 through July 2025. The difference between the two funds' performance is primarily due to their varying pool characteristics. CAMP's portfolio composition is more prone to market volatility, resulting in performance variations.

Diversity

The Finance Division aims to diversify the investment portfolios to avoid incurring unreasonable and avoidable risks regarding specific security types or individual financial institutions.

The City and Successor Agency's investment portfolios remain strongly diversified. The monthly reports include all investments held by both entities and current book values as of July 31, 2025.

The City and Successor Agency are expected to have sufficient funds to meet their expenditure requirements for the next six months. The Finance Division will continue to monitor current economic conditions and the impact on interest rates.

Attached are summaries of the investments in the City and Successor Agency's books as of July 31, 2025.

FISCAL IMPACT

$0; There is no fiscal impact associated with the recommended actions for this report.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

B. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Rpt. Monthly Investment Reports July 2025

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2025

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES				Yield			
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	3,000,000.00	3,260,634.36	2,976,600.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note	0.66	3,000,000.00	3,261,331.50	2,966,940.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	5,000,000.00	5,451,958.35	4,961,000.00
03-08-23	03-31-26	CITY	9128286L9 U.S. Treasury Note	2.25	3,200,000.00	3,029,330.80	3,156,832.00
01-03-24	12-31-26	CITY	912828YX2 U.S. Treasury Note	0.04	5,000,000.00	4,696,880.23	4,848,850.00
01-03-24	06-30-27	CITY	91282CEW7 U.S. Treasury Note	0.04	5,000,000.00	4,897,630.28	4,954,900.00
01-03-24	09-30-27	CITY	91282CFM8 U.S. Treasury Note	0.04	2,500,000.00	2,523,771.66	2,522,450.00
01-08-24	02-15-26	CITY	91282CGL9 U.S. Treasury Note	0.04	5,000,000.00	4,987,205.23	4,993,400.00
01-08-24	06-15-26	CITY	91282CHH7 U.S. Treasury Note	0.04	5,000,000.00	5,001,760.94	5,006,000.00
12-18-24	09-30-29	CITY	91282CFL0 U.S. Treasury Note	0.39	5,000,000.00	4,977,094.45	5,022,250.00
12-18-24	10-31-29	CITY	91282CFT3 U.S. Treasury Note	0.40	5,000,000.00	4,988,321.47	5,047,050.00
12-18-24	11-30-29	CITY	91282CFY2 U.S. Treasury Note	0.39	5,000,000.00	4,942,086.29	5,021,300.00
01-02-25	12-31-29	CITY	91282CGB1 U.S. Treasury Note	0.39	3,000,000.00	2,949,835.02	3,012,300.00
			TOTAL U.S. TREASURY SECURITIES		$ 54,700,000.00	$ 54,967,840.58	$ 54,489,872.00
GOVERNMENT AGENCY PAPER							
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.59	1,000,000.00	1,103,275.25	997,370.00
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.57	2,000,000.00	2,208,460.00	1,994,740.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae	0.55	3,000,000.00	2,993,675.25	2,960,070.00
06-30-21	12-30-25	CITY	3130AMRQ7 Federal Home Loan Note	0.88	3,000,000.00	3,000,000.00	2,949,049.86
07-29-21	04-29-26	CITY	3130AN5C0 Federal Home Loan Note	1.05	4,000,000.00	4,010,455.13	3,899,120.00
12-17-21	11-12-25	CITY	3134GXBM5 Federal Home Loan Note	1.15	1,150,000.00	1,125,785.50	1,134,187.50
12-20-21	09-24-25	CITY	3134GWUG9 Freddie Mac	0.57	10,000,000.00	9,806,600.00	9,910,247.80
12-21-21	12-22-26	CITY	3133ENJC5 Federal Farm Credit	1.29	5,000,000.00	5,000,000.00	4,814,666.55
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit	3.34	1,810,000.00	1,660,349.20	1,801,730.69
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Note	3.33	5,000,000.00	4,479,000.00	4,758,477.85
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac	0.80	5,000,000.00	4,539,500.00	4,800,207.95
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Note	4.38	5,000,000.00	4,590,638.89	4,843,987.40
01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Note	4.38	5,000,000.00	4,801,354.86	4,925,508.20
06-05-23	05-30-28	CITY	3133EPLE3 Federal Farm Credit	4.67	2,815,000.00	2,822,746.50	2,809,538.90
05-03-24	05-01-28	CITY	3133ERCX7 Federal Farm Credit	5.17	5,000,000.00	5,000,000.00	5,022,317.60
08-08-24	08-14-29	CITY	3134HADY6 Freddie Mac Domestic	4.00	4,000,000.00	3,946,000.00	3,971,348.28
12-03-24	12-04-29	CITY	3130B3XP3 Federal Home Loan	4.50	1,000,000.00	1,000,000.00	998,973.31
12-04-24	12-02-27	CITY	3133ERE23 Federal Farm Credit	4.32	1,000,000.00	1,000,000.00	1,003,072.14
01-27-25	07-27-27	CITY	3130B4RC7 Federal Home Loan Bank	4.50	3,000,000.00	3,000,000.00	3,019,381.53
01-28-25	07-21-27	CITY	3130B4QA27 Federal Home Loan Bank	4.55	3,000,000.00	3,000,000.00	3,003,732.24
06-13-25	04-30-29	CITY	3133ETFB8 Federal Farm Credit Bank	4.75	5,000,000.00	5,000,000.00	4,994,266.50
06-13-25	10-30-28	CITY	3130B62E5 Federal Home Loan Bank	4.25	3,000,000.00	3,000,000.00	3,000,982.74
06-27-25	04-30-29	CITY	3136GAGW3 Fannie Mae	4.75	5,000,000.00	5,000,000.00	4,993,056.90
06-27-25	05-14-29	CITY	3133ETGK7 Federal Farm Credit Bank	4.73	5,000,000.00	5,000,000.00	4,994,822.90
07-07-25	07-07-28	CITY	3134HBWS6 Freddie Mac Domestic	4.00	2,000,000.00	1,995,000.00	1,995,000.00
			TOTAL GOVERNMENT AGENCY PAPER		$ 90,775,000.00	$ 89,082,840.58	$ 89,595,856.84

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2025

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
CERTIFICATES OF DEPOSIT							
01-04-24	06-15-26	CITY	05580A4Y7 BMW Bank of NA	4.03	240,000.00	243,434.40	241,276.80
01-04-24	11-30-27	CITY	46656MVH1 JPMorgan Chase Bank	4.76	240,000.00	242,022.91	240,544.80
01-04-24	12-28-28	CITY	09582YAV4 Blue Ridge Bank	4.09	240,000.00	240,948.00	241,135.20
06-11-24	06-12-28	CITY	59541KCV7 Mid-Missouri Bank	5.15	245,000.00	245,034.57	245,390.14
06-11-24	06-11-26	CITY	38150VUZ0 Goldman Sachs Bank	5.05	245,000.00	245,033.90	247,179.52
06-13-24	06-13-29	CITY	89235MPP0 Toyota Financial SGS	4.65	245,000.00	245,000.00	250,250.86
06-14-24	06-15-26	CITY	34520LBC6 Forbright Bank	5.05	245,000.00	245,000.00	247,279.55
06-14-24	06-14-28	CITY	307811KA6 Farmers & Merchs Bank	5.00	245,000.00	245,000.00	246,517.02
06-17-24	06-17-26	CITY	8562855V9 State Bank of India	5.10	245,000.00	245,000.00	247,345.31
06-18-24	06-18-29	CITY	229083AA8 Evangeline Bank & Trust	5.30	245,000.00	245,000.00	245,115.79
06-20-24	06-22-26	CITY	06051XER9 Bank of America NA	5.05	245,000.00	245,000.00	247,339.38
06-21-24	06-22-26	CITY	35634MAE1 Freedom Bank/Maywood NJ	5.05	245,000.00	245,000.00	247,339.60
			TOTAL CERTIFICATES OF DEPOSIT		$ 2,925,000.00	$ 2,931,473.78	$ 2,946,713.97
05-17-23	03-01-26	CITY	30231GAT9 Exxon Mobile Corporation	3.04	1,000,000.00	982,084.11	992,306.58
05-17-23	03-02-26	CITY	194162AQ6 Colgate-Palmolive	4.80	1,000,000.00	1,035,553.33	1,004,192.41
05-17-23	01-26-26	CITY	742718FY0 Procter & Gamble	4.10	1,000,000.00	1,018,471.67	998,946.40
01-04-24	07-27-26	CITY	61761J3R8 Morgan Stanley	4.70	500,000.00	481,185.25	493,730.00
01-04-24	06-15-26	CITY	46625HRS1 JPMorgan Chase & CO	4.52	500,000.00	484,840.25	495,185.00
01-04-24	03-02-28	CITY	718172CE7 Philip Morris Intl Inc	4.49	500,000.00	474,395.25	487,000.00
01-04-24	04-01-27	CITY	808513BW4 Charles Schaw Corp	4.68	500,000.00	479,390.25	492,985.00
01-09-24	06-02-26	CITY	11271LAA0 Brookfield Fin Inc	5.13	500,000.00	490,115.25	498,735.00
01-09-24	11-28-28	CITY	05565QDH8 BP Capital Markets PLC	4.48	500,000.00	483,460.25	491,630.00
01-09-24	01-28-26	CITY	06406RAQ0 Bank OF NY Mellon Corp	4.52	500,000.00	463,355.25	489,620.00
01-09-24	07-09-27	CITY	22550L2K6 Crdit Suisse New York	4.92	500,000.00	500,910.25	507,650.00
01-09-24	08-15-28	CITY	797440CE2 San Diego G & E	4.49	500,000.00	509,340.25	510,425.00
01-09-24	07-01-27	CITY	75973QAA5 Reneissance Financial	5.01	500,000.00	475,470.25	492,385.00
01-09-24	01-27-26	CITY	780082AD5 Royal Bank of Canada	4.97	500,000.00	496,930.25	499,835.00
08-27-24	02-01-29	CITY	06406RBN6 Bank of NY Mellon Corp	4.20	656,000.00	663,116.29	660,965.92
			TOTAL CORPORATE BONDS		$9,156,000	$9,038,618	$ 9,115,591.31
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY	98-19-620	0.78	52,629,095.75	52,629,095.75	52,629,095.75
9-19-2024	n/a	PFA	40-19-078		36,500,000.00	36,500,000.00	39,744,157.84
9-28-2021	n/a	ARPA	19-19-004	0.78	14,249,891.87	14,249,891.87	14,249,891.87
			TOTAL LAIF ACCOUNTS		$ 103,378,987.62	$ 103,378,987.62	$ 106,623,145.46
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY	6080-01	0.30	53,145,462.51	53,145,462.51	53,145,462.51
			TOTAL CAMP ACCOUNTS		$ 53,145,462.51	$ 53,145,462.51	$ 53,145,462.51
UBS FINANCIAL SERVICES							
n/a	n/a	CITY		0.00	80.69	80.69	80.69
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 80.69	$ 80.69	$ 80.69
			TOTAL CITY INVESTMENTS		$ 314,080,530.82	$ 312,545,303.91	$ 315,916,722.78

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2025

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
			LIBRARY INVESTMENTS				
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
11-20-84	n/a	LIBRARY	16-19-012	0.78			13,927.62
			TOTAL LIBRARY INVESTMENTS				$ 13,927.62
			FISCAL AGENT CASH				
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
05-10-95	n/a	BOND	95421220	0.35			121.00
05-10-95	n/a	IMPROVEMENT	95421222	0.10			175,845.14
			TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1				$ 175,966.14
BOND PROCEEDS							
RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-06-95	n/a	RESERVE-SEN	95420880	n/a			13.95
04-06-95	n/a	IMPV-ACQUI	95420884	0.01			2,926,950.15
04-06-95	n/a	BOND	95420887	0.15			0.15
			TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1				$ 2,926,964.25
BOND PROCEEDS							
ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
08-01-19	n/a	SP TAX - B BOND	242969000	0.00			74.41
08-01-19	n/a	RESERVE	242969003	0.00			722,962.76
08-01-19	n/a	SP TAX - REFNDING BOND	242969004	0.01			15,151.61
			TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1				$ 738,188.78
BOND PROCEEDS							
2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
	n/a	SPEC TRB SER A/B	251009000	0.01			345,823.55
	n/a	RESERVE FUND	251009001	0.01			649,107.24
			TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021				$ 994,930.79

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2025

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
2006-1 GODDE HILL ESTATE SEWER IMPROVEMENTS LOIB							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
11-08-06	n/a	REDEMPTION FUND	106844000	0.01			103,488.60
11-08-06	n/a	ADM EXP	106844002	0.01			1,809.46
11-08-06	n/a	RESERVE FUND	106844003	0.01			87,421.09
		TOTAL 2006-1 GODDE HILL ESTATE SEWER IMPROVEMENTS LOIB					$ 192,719.15
2015 HA DEBT SERVICE RESERVE							
Fiscal Agent: Bank of America							
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08			40,872.90
		TOTAL 2015 HA DEBT SERVICE RESERVE					$ 40,872.90
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND							
05-23-18	n/a	CITY	104790895775 Public Agency Retirement Service	2.60			11,564,969.00
		TOTAL PARS PENSION TRUST FUND					$ 11,564,969.00
BOND PROCEEDS							
2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
09-03-15	n/a	BOND FUND	277067000	0.00			125,869.67
09-03-15	n/a	INTEREST ACCT	277067001	0.01			6.95
09-03-15	n/a	BOND RESERVE	277067003	0.00			281,017.34
09-03-15	n/a	REPAIR & REPLACE FUND	277067004	0.00			1,325,919.53
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS					$ 1,732,813.49

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2025

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
2017 PFA $17.4M LEASE REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-05-17	n/a	REVENUE FUND	271128000	0.00			1.17
04-05-17	n/a	REVENUE REFUNDING BOND	271128001	n/a			0.05
$42,830	n/a	REVENUE REFUNDING BOND	271128002				0.10
		TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS					$ 1.32
BOND PROCEEDS							
2023 A&B SERIES ACQUISITION & CONSTRUCTION REVENUE BOND							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
			248041000				9.21
11-30-23	n/a	INTEREST	248041001				505,000.34
11-30-23	n/a	PRINCIPAL	248041002				0.51
11-30-23	n/a	REVENUE FUND	248041004				13.54
11-30-23	n/a	INTEREST	248041007				0.57
11-30-23	n/a	REVENUE FUND	248041008				4,800,320.46
		TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND					$ 5,305,344.63
		GRAND TOTAL - FISCAL AGENT CASH					$ 23,672,770.45

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$ 18,016,833
Pooled Cash Investments			
City:	$	314,010,743	
Insur Fund:	$	1,905,980	$ 315,916,723
Library Investments			$ 13,928
Subtotal			$ 333,947,484
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$ 23,672,770
Grand total			$ 357,620,254

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest Rates are as of July, 2025

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2025

CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - CITY ACCOUNT 98-19-620				
Beginning Balance				$ 57,004,603.30
07-11-25		$ (5,000,000.00)		
07-15-25			$ 624,492.45	
Subtotal	$ -	$ (5,000,000.00)	$ 624,492.45	$ 52,629,095.75
LAIF - PFA ACCOUNT 40-19-078				
Beginning Balance				$ 39,313,382.47
07-15-25			$ 430,775.37	
Subtotal	$ -	$ -	$ 430,775.37	$ 39,744,157.84
LAIF - LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 13,776.68
07-15-25			$ 150.94	
Subtotal	$ -	$ -	$ 150.94	$ 13,927.62
LAIF - ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 14,087,232.58
07-15-25			$ 162,659.29	
Subtotal	$ -	$ -	$ 162,659.29	$ 14,249,891.87
CAMP				
Beginning Balance				$ 52,947,078.02
07-31-25			$ 198,384.49	
Subtotal	$ -	$ -	$ 198,384.49	$ 53,145,462.51
UBS Financial Services				
Beginning Balance				$ 288,195.29
07-31-25			$ 42,447.90	
07-31-25		$ (330,562.50)		
Subtotal	$ -	$ (330,562.50)	$ 42,447.90	$ 80.69
Total	$ -	$ (5,330,562.50)	$ 1,458,910.44	$ 159,782,616.28

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2025

CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED

TN = US Treasury
FP = Federal Paper
CD = Certificate of Depc
C = Call
M = Maturity
CB = Corporate Bond

ISSUER	PURCHASE DATE	MATURITY DATE		FACE VALUE REDEEMED	INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
								-
3136G4ZP1 Fannie Mae	12-20-21	07-30-25	FP	$ 3,500,000.00	$ 11,375.00	$ 3,511,375.00	3,489,427.31	10,572.69
						$ -		-
						$ -		-
				$ 3,500,000.00	$ 11,375.00	$ 3,511,375.00	$ 3,489,427.31	$ 10,572.69

Total Number of Transactions:

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2025

POOLED CASH - INVESTMENTS PURCHASED

TN = US Treasury
FP = Federal Paper
CD = Certificate of Deposit
CN = Corporate Notes

ISSUER	PURCHASE DATE	MATURITY DATE		FACE VALUE	PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield
3134HBWS6 Freddie Mac Domestic	07-07-25	07-07-28	FP	$ 2,000,000.00	5,000.00	$ 1,995,000.00	$ -	1,995,000.00	4.00
					-			-	
					-			-	
					-			-	
				$ 2,000,000.00	$ 5,000.00	$ 1,995,000.00	$ -	$ 1,995,000.00	

Total Number of Transactions:

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2025

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
LAIF - SA ACCOUNT 65-19-035						
09-01-84	n/a	SA Account	65-19-035	0.78	3,942,545.58	
						$ 3,942,545.58

FISCAL AGENT CASH

BOND PROCEEDS						
CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	Reserve Fund	94460700	2.54	541,963.88	
08-20-02	n/a	Interest Acct	94460701	0.04	41,985.03	
08-20-02	n/a	Principal Acct	94460702	0.04	375.35	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 584,324.26
BOND PROCEEDS						
2016 SA $31.5M Tax Allocation Refunding Bonds Series A						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	Debt Service	245113000	0.00	6.29	
04-26-16	n/a	Interest Acc	245113001	N/A	0.00	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 6.29
GRAND TOTAL - FISCAL AGENT CASH						$ 584,330.55

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	7,586,408
Pooled Cash Investments	$	3,942,546
Successor Agency Fiscal Agent Cash	$	584,331
Grand total	$	12,113,285

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available. LAIF interest rates are as of July 31, 2025.

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2025

POOLED CASH - STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - SA ACCOUNT 65-19-035				
Beginning Balance				3,899,819.00
07-15-25			$ 42,726.58	
Subtotal	$ -	$ -	$ 42,726.58	$ 3,942,545.58

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-054, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE TO TRANSFER UNCLAIMED CHECKS FROM THEIR RESPECTIVE FUNDS TO THE GENERAL FUND PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 50050-50057**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2025-054, a Resolution of the City Council of the City of Palmdale to transfer unclaimed checks from their respective funds to the general fund pursuant to California Government Code Section 50050-50057.

BACKGROUND

Section No. 50050-50057 of the California Government Code states that “Except as otherwise provided by law, money, excluding restitution to victims, that is not the property of a local agency that remains unclaimed in its treasury or in the official custody of its officers for three years is the property of the local agency after notice if not claimed or if no verified complaint is filed and served. At any time after the expiration of the three-year period, the treasurer of the local agency may cause a notice to be published once a week for two successive weeks in a newspaper of general circulation published in the local agency. At the expiration of the three-year period, money representing restitution collected on behalf of victims shall be deposited into the Restitution Fund or used by the local agency for purposes of victim services

DISCUSSION

The City Treasurer desires to follow the guidelines set by California Government Code Section 50053. Section No. 50053, which states, “When any such money becomes the property of a local agency and is in a special fund, the legislative body may transfer it to

the general fund." The total combined number of unclaimed checks before the three-year period ending June 30, 2025, is $5,502.06.

One vendor came forward and requested a replacement check within the forty-five-day window, bringing the total balance of unclaimed checks to $5,352.06.

FISCAL IMPACT

$5,502.06; This is the total combined number of unclaimed checks before the three-year period ending June 30, 2025. This is the maximum amount that can be transferred to the General Fund.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

B. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Sal Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Reso No. CC 2025-054
Public Notice - List of Unclaimed Checks

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE TO TRANSFER UNCLAIMED CHECKS FROM THEIR RESPECTIVE FUNDS TO THE GENERAL FUND PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 50050-50057.

WHEREAS, the attached list of checks has been outstanding and unclaimed in Special Funds for more than three years.

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. In accordance with California Government Code Section 50050-50057, the unclaimed checks on the attached list in the total amount of $5,502.06, shall be transferred from the respective funds to the General Fund's cash account.

SECTION 2. The City Clerk shall certify to the adoption of this resolution.

PASSED, **APPROVED** and **ADOPTED** this 2nd day of September 2025.

APPROVED AS TO FORM:

_____
Alexandra Halfman
City Attorney

_____
Laura Bettencourt, Mayor Pro Tem

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 2nd day of September 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____

_____
Rochelle Scott, City Clerk

CITY OF PALMDALE
38300 N. Sierra Highway
Palmdale, CA 93550

Notice is hereby given that the City of Palmdale is holding funds for the following persons. If said funds are not claimed by September 2, 2025, these funds will become the property of the City of Palmdale in accordance with California Government Code Section 50050-52.

The said funds may be released to the depositor, their heir, beneficiary, or duly appointed representative provided a claim form has been completed with the necessary information. The information needed is as follows:

- Name, address, telephone number, and social security number (or FEIN).
- Amount of claim.
- Proof of identity such as a copy of a driver's license, social security card, or birth certificate.
- Grounds on which claim is founded.

The Unclaimed Money Claim Form is available at the City of Palmdale Finance Division, located at 38250 Sierra Hwy, 2nd floor, Palmdale, California.

Persons with funds on deposit for over three (3) years are:

NAME	AMOUNT	FUND
LIVING PRAISE CHRISTIAN CHURCH	$ 500.00	GENERAL
AAA GREEN BUILDERS	$ 133.16	GENERAL
TRI-STATE HOME IMPROVEMENT INC	$ 21.75	GENERAL
OLGA GONZALEZ	$ 13.00	GENERAL
JASMINE JIMENEZ	$ 171.60	GENERAL
KCA GOURMET CATERING	$ 210.00	GENERAL
LOS PRIMOS CHURROS	$ 150.00	GENERAL
LULU'S TAMALES	$ 60.00	GENERAL
LK ARCHITECTURE, INC.	$ 70.00	GENERAL
SELECT PORTFOLIO SERVICING	$ 10.00	GENERAL
TOREY HUGHES	$ 64.00	GENERAL
LA COUNTY REGISTRAR-RECORDER	$ 20.00	GENERAL
CINDY LOAYA MANTILIA	$ 70.00	GENERAL
KERRY MONTESDEOCA	$ 1,118.81	GENERAL
MISSION CRISTIANA PENTECOSTES	$ 2,150.00	GENERAL
FIELD	$ 415.44	GENERAL
DISCUA, EDMAN A	$ 13.27	PAYROLL
FLETCHER, DAVID	$ 63.39	PAYROLL

GAY, AALIYAH	$	72.84	PAYROLL
VENTURA, DEVIN	$	29.14	PAYROLL
NEVAREZ, EDUARDO	$	64.25	PAYROLL
ROJAS, RAYMONDO	$	81.41	PAYROLL

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-065, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE EXECUTION AND DELIVERY OF A CUSTODY AGREEMENT REGARDING FUNDS OF CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH) AND APPROVING RELATED ACTIONS**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2025-065, a Resolution of the City Council of the City of Palmdale authorizing the execution and delivery of a Custody Agreement regarding funds of the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) and approving related actions.

BACKGROUND

In connection with the proposed master planned development of an area known as Ritter Ranch (Project), the City formed City of Palmdale Community Facilities District 93-1 (CFD 93-1) to finance certain public facilities for the Project. The City issued Special Tax Bonds for CFD 93-1 in 1995 (93-1 Bonds) to finance the facilities (Facilities).

The property in CFD 93-1 and the 93-1 Bonds were purchased in 2020 by Preston Hollow Capital, LLC (PHC), who later transferred the land to RdR Development Holdings, LLC (RdR), a limited liability company for which PHC is the sole member. Collectively, PHC and RdR are referred to below as the RdR Parties.

DISCUSSION

In September 2022, the RdR Parties were prepared to proceed with development of the first phase of the Project, expected to include up to 1,180 residential units (Phase 1).

They requested, and the City formed, a new community facilities district for the Phase 1 property portion of the Project (CFD 2022-3) to fund public infrastructure and improvements necessary for the development of the Project. The RdR parties expect to cancel all the outstanding CFD 93-1 Bonds prior to proceeding with the issuance of special tax bonds for CFD 2022-3.

There are approximately $2.7 million in proceeds of the 93-1 Bonds restricted for use on the Facilities. The expenditure of these funds is governed by an Acquisition Agreement, dated February 1, 1995, as Amended and supplemented by the Supplement No. 1. to Acquisition Agreement (No. A-4262), dated as of November 1, 2016 (together, the Acquisition Agreement) which provided for the use of bond proceeds for the Facilities and by a Phase 1 Interim Agreement – Ritter Ranch Development (No. A-7796) (Interim Agreement), dated April 20, 2022, for the purpose of allocation existing proceeds of 93-1 Bonds to complete certain of the Facilities as designated in the Acquisition Agreement.

When the 93-1 Bonds are cancelled, the Amended and Restated Fiscal Agent Agreement (No. A-4261) under which the 93-1 Bonds were issued will be terminated. Provision needs to be made for the existing funds to be held in a custodial account, to be spent on the Facilities as originally intended by the Acquisition Agreement and the Interim Agreement.

A Custody Agreement (No. A-9489) with U.S. Bank is required for the deposit of the funds. Once the Custody Agreement is executed and the 93-1 Bonds are cancelled, a Notice of Cessation of Special Tax Lien (Notice of Cessation) with respect to the property in CFD 93-1 will be recorded.

The Resolution presented approves the execution of the Custody Agreement by the recording of the Notice of Cessation.

FISCAL IMPACT

$0; there is no fiscal impact associated with the proposed action. The cost of the preparation of the Custody Agreement and recording of the Notice of Cessation are paid from funds deposited with the City by RdR for this purpose.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

A. Seek innovative, cost-effective, customer-focused methods of service delivery.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Reso No. CC 2025-065
Custody Agreement (A-9489)
Notice of Cessation

CITY OF PALMDALE
COUNTY OF LOS ANGELES, CALIFORNIA
RESOLUTION NO. CC 2025-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE EXECUTION AND DELIVERY OF A CUSTODY AGREEMENT REGARDING FUNDS OF CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH) AND APPROVING RELATED ACTIONS

WHEREAS, the City Council of the City of Palmdale (the "City") has conducted proceedings under and pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), to form the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch)(the "District"); and

WHEREAS, the City Council caused the issuance of 1995 Special Tax Bonds (the "Bonds") for the purpose of financing public facilities (the "Facilities"); and

WHEREAS, the Bonds are owned Preston Hollow Capital, LLC (the "Owner"), and the desire is that the Bonds will be tendered by the Owner and that the lien on the property with respect to the District will be cancelled; and

WHEREAS, there has been entered into an Acquisition Agreement, dated February 1, 1995, as Amended and supplemented by the Supplement No. 1. To Acquisition Agreement (A-4262), dated as of November 1, 2016 (together, the "Acquisition Agreement") which provided for the use of bond proceeds for the Facilities and provided the City with the right to complete the facilities if the developer of the property, RDR Development Holdings, LLC (the "Developer"), failed to construct or complete the Facilities; and

WHEREAS, the City, the Owner and the Developer entered into a Phase 1 Interim Agreement – Ritter Ranch Development (A-7796) (the "Interim Agreement"), dated April 20, 2022, for the purpose of allocating existing proceeds of Bonds to complete certain of the Facilities as designated in the Acquisition Agreement; and

WHEREAS, there are funds remaining on deposit under the Amended and Restated Fiscal Agent Agreement (A-4261), dated as of March 1, 2014, and relating to the Bonds (the "Fiscal Agent Agreement") and a distribution of the such funds shall be governed by the Acquisition Agreement and the Interim Agreement; and

WHEREAS, there has been presented to the City Council a Custody Agreement (A-9489), to be entered into between the City, on behalf of the District, and U.S. Bank Trust Company, National Association, for the purpose of depositing any remaining funds relating to the Bonds held under the Fiscal Agent Agreement into a separate account to be utilized to fund the construction of the Facilities; and

WHEREAS, it appears that the document which is now before the City Council at this meeting is in appropriate form and is an appropriate document to be executed and delivered for the purpose intended; and

WHEREAS, subject to the tender of the Bonds to the City as described above, the City Council desires to make a determination that the special tax authorized to be levied by the City for CFD 93-1 shall cease to be levied and to direct the recording of a Notice of Cessation of Special Tax Lien (the "Notice of Cessation") with respect to the property in CFD 93-1; and

WHEREAS, all conditions, things and acts required to exist, to have happened and to have been performed precedent to and as contemplated by this Resolution and the documents referred to herein exist, have happened and have been performed in due time, form and manner as required by the laws of the State of California, including the Act.

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. Findings. The City Council that the recitals stated above are true and correct.

SECTION 2. Approval of Custody Agreement. The City Council hereby approves the Custody Agreement (A-9489) in the form presented at this meeting. The Mayor, the City Manager Pro Tem and the Director of Operations (each, a "Designated Officer"), each acting alone, are hereby authorized to execute the Custody Agreement, for and in the name and on behalf of the City and the District, in such form, together with any additions thereto or changes therein deemed necessary or advisable by the Designated Officer executing the Custody Agreement upon consultation with the City Attorney and Bond Counsel. The proceeds of the Bonds shall be applied by the City for the purposes and in the amounts as set forth in the Custody Agreement, Acquisition Agreement and Interim Agreement.

SECTION 3. Actions for CFD 93-1. The City Council, in its capacity as the legislative body for CFD 93-1, hereby determines that, upon the tender of all of the outstanding Bonds to the fiscal agent of the Bonds or the Director of Operations of the City for cancellation without further payment of debt service on the Bonds, the special tax authorized to be levied by the City for CFD 93-1 shall cease to be levied on property in CFD 93-1. The City Council hereby approves the form of Notice of Cessation attached as Exhibit A to this Resolution, and hereby authorizes and directs the City Clerk to record the Notice of Cessation in such form in the Los Angeles County Recorder's Office following such tender of the Bonds to the City.

SECTION 4. Official Actions. All actions heretofore taken by the officers and agents of the City with respect to the Bonds are hereby approved, confirmed and ratified, and the proper officers of the City are hereby authorized and directed to do any and all things and take any and all actions and execute any and all certificates, agreements and

other documents, which they, or any of them, may deem necessary or advisable in order to consummate the actions approved by this Resolution, and any certificate, agreement, and other document described in the documents herein approved.

SECTION 5. This Resolution shall take effect upon its adoption.

PASSED, APPROVED and ADOPTED this 2nd day of September, 2025.

_____
Laura Bettencourt
Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Halfman,
City Attorney

ATTEST:

_____
Rochelle Scott,
City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing Resolution No. CC 2025-065 was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 2nd day of September, 2025 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

_____
Rochelle Scott, City Clerk

EXHIBIT A

NOTICE OF CESSATION OF SPECIAL TAX

RECORDING REQUESTED BY

THE CITY OF PALMDALE

WHEN RECORDED MAIL TO:

CITY OF PALMDALE
OFFICE OF THE CITY CLERK
38300 SIERRA HIGHWAY, SUITE C
PALMDALE, CA 93550

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE.

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE.

TITLE(S)

NOTICE OF CESSATION OF SPECIAL TAX

RECORDING REQUESTED BY:
City Clerk, City of Palmdale
38300 Sierra Highway Suite C
Palmdale, California 93550

WHEN RECORDED RETURN TO:
RdR Development Holdings, LLC
2121 North Pearl Street, Suite 600
Dallas, Texas 75201
Attention: General Counsel

NOTICE OF CESSATION OF SPECIAL TAX

CITY OF PALMDALE

COMMUNITY FACILITIES DISTRICT NO. 93-1

(RITTER RANCH)

1. The City of Palmdale (the "City"), County of Los Angeles, State of California, with respect to the City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) (the "District"), hereby gives notice that:

2. On September 2, 2025, the City Council of the City, acting as the legislative body of the District, adopted a resolution determining that special taxes shall cease to be levied for the District on the property in the District, which property consists of the Los Angeles County Assessor's Parcels identified in Attachment A hereto (collectively, the "District Parcels") and directed the City Clerk to record this Notice of Cessation of Special Tax in the Office of the Los Angeles County Recorder.

3. The obligation of the District Parcels to pay the special taxes authorized to be levied on property in the District has ceased and the lien imposed by the Amended and Restated Notice of Special Tax Lien recorded on March 27, 2014 as document no. 20140311807 in the records of the County Recorder of Los Angeles County, State of California, as amended by the First Amendment to Notice of Special Tax Lien recorded on September 21, 2016 as document no. 20161148547 in the records of the County Recorder of Los Angeles County, State of California, is extinguished as to the District Parcels.

4. The map of the boundaries of the District was recorded in Book 179 of Maps of Assessment and Community Facilities Districts at Page 79, in the office of the County Recorder for the County of Los Angeles, State of California.

Dated:_____, 2025 By: _____
City Clerk,
City of Palmdale

ATTACHMENT A

CITY OF PALMDALE

COMMUNITY FACILITIES DISTRICT NO. 93-1

(RITTER RANCH)

LOS ANGELES COUNTY ASSESSOR'S PARCEL NUMBERS AND

OWNER OF LAND OF DISTRICT PARCELS

Los Angeles County Assessor's Parcel Nos.	Owners of Parcels
3205-002-028	RDR DEVELOPMENT HOLDINGS LLC
3205-002-051	RDR DEVELOPMENT HOLDINGS LLC
3205-002-053	RDR DEVELOPMENT HOLDINGS LLC
3206-005-008	RDR DEVELOPMENT HOLDINGS LLC
3206-006-016	RDR DEVELOPMENT HOLDINGS LLC
3206-006-028	RDR DEVELOPMENT HOLDINGS LLC
3206-007-001	RDR DEVELOPMENT HOLDINGS LLC
3206-007-002	RDR DEVELOPMENT HOLDINGS LLC
3206-008-012	RDR DEVELOPMENT HOLDINGS LLC
3206-009-014	RDR DEVELOPMENT HOLDINGS LLC
3206-010-011	RDR DEVELOPMENT HOLDINGS LLC
3206-016-008	RDR DEVELOPMENT HOLDINGS LLC
3206-017-009	RDR DEVELOPMENT HOLDINGS LLC
3206-018-014	RDR DEVELOPMENT HOLDINGS LLC
3206-018-033	RDR DEVELOPMENT HOLDINGS LLC
3206-020-010	RDR DEVELOPMENT HOLDINGS LLC
3206-020-017	RDR DEVELOPMENT HOLDINGS LLC
3206-021-002	RDR DEVELOPMENT HOLDINGS LLC
3206-021-005	RDR DEVELOPMENT HOLDINGS LLC
3206-022-001	RDR DEVELOPMENT HOLDINGS LLC
3206-025-001	RDR DEVELOPMENT HOLDINGS LLC
3206-025-002	RDR DEVELOPMENT HOLDINGS LLC
3206-026-003	RDR DEVELOPMENT HOLDINGS LLC
3206-026-004	RDR DEVELOPMENT HOLDINGS LLC
3206-026-005	RDR DEVELOPMENT HOLDINGS LLC
3206-026-006	RDR DEVELOPMENT HOLDINGS LLC
3206-026-007	RDR DEVELOPMENT HOLDINGS LLC
3206-026-008	RDR DEVELOPMENT HOLDINGS LLC
3206-026-009	RDR DEVELOPMENT HOLDINGS LLC
3206-026-010	RDR DEVELOPMENT HOLDINGS LLC
3206-027-002	RDR DEVELOPMENT HOLDINGS LLC

Los Angeles County Assessor's Parcel Nos.	Owners of Parcels
3206-027-004	RDR DEVELOPMENT HOLDINGS LLC
3206-027-005	RDR DEVELOPMENT HOLDINGS LLC
3206-027-006	RDR DEVELOPMENT HOLDINGS LLC
3206-027-007	RDR DEVELOPMENT HOLDINGS LLC
3206-027-008	RDR DEVELOPMENT HOLDINGS LLC
3206-027-009	RDR DEVELOPMENT HOLDINGS LLC
3206-027-010	RDR DEVELOPMENT HOLDINGS LLC
3206-027-012	RDR DEVELOPMENT HOLDINGS LLC
3206-027-800	SOUTHERN CALIFORNIA EDISON COMPANY
3206-011-901	STATE OF CALIF
3206-014-900	STATE OF CALIF
3206-015-900	STATE OF CALIF
3216-002-900	STATE OF CALIF
3216-002-901	STATE OF CALIF
3216-002-902	STATE OF CALIF
3216-002-903	STATE OF CALIF
3217-002-901	STATE OF CALIF
3217-002-902	STATE OF CALIF
3206-014-010	STELO INVESTMENTS LLC AND & BRANSON SNIDER LLC

CUSTODY AGREEMENT

(A-9489)

This Custody Agreement (A-9489) (the "Agreement"), dated September _____, 2025 is between the City of Palmdale, on behalf of its City of Palmdale Community Facilities District No. 93-1 (Ritter Ranch) ("Customer"), and U.S. Bank Trust Company, National Association, a national banking association organized under the laws of the United States with offices in Minneapolis, Minnesota ("Bank").

The parties hereby agree as follows:

SECTION 1
DEFINITIONS

1.1. **"Account"** means (i) the custody account established in the name of Customer and maintained under this Agreement for the Assets (as defined below) and (ii) where the context requires, one or more Sub-accounts (as defined below).

1.2. **"Assets"** means the securities, cash, and other property Customer deposits, or causes to be deposited, from time to time under this Agreement; investments and reinvestments thereof; and income thereon, as provided herein.

1.3. **"Depository"** means any central securities depository (such as The Depository Trust Company ("DTC"), international central securities depository (such as Euroclear Bank SA/NV), or Federal Reserve Bank.

1.4. **"Electronic Means"** means a portable document format ("pdf") or other replicating image attached to an unsecured email, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by Bank), Messaging System, Bank's on-line portal or another method or system specified by Bank as available for use in connection with its services hereunder.

1.5. **"ERISA"** means the Employee Retirement Income Security Act of 1974, as amended.

1.6. **"Investment Advice"** means a recommendation, or a suggestion to engage in or refrain from taking a particular course of action, as to (i) the advisability of acquiring, holding, disposing of, or exchanging any Asset or any securities or other investment property or (ii) the composition of the Account's portfolio, or the selection of persons to provide investment advice or investment management services with respect to the Assets.

1.7. **"Messaging System"** means any financial-messaging system, network, or service acceptable to Bank, such as the Society for Worldwide Interbank Financial Telecommunication messaging system.

1.8. **"Plan-assets Vehicle"** means an investment contract, product, or entity that holds plan assets (as determined pursuant to ERISA Sections 3(42) and 401 and 29 C.F.R. Section 2510.3-101).

1.9. **"State"** means the State of Minnesota.

1.10. **"Statement Recipient"** means Customer and anyone else Customer so designates.

1.11. **"Sub-account"** means a separate portion of the Account.

SECTION 2
APPOINTMENT AND ACCEPTANCE

2.1. **Appointment; Acceptance.** Customer appoints Bank to provide custody services in connection with the Assets, and Bank hereby agrees to act in such capacity and perform such services upon the terms and conditions set forth below.

2.2. **Establishment of Account.**

2.2.1. Customer hereby deposits Assets, or causes Assets to be deposited, with Bank. Bank hereby agrees to hold the Assets in a custody account established in the name of Customer, to be called the Improvement Fund (the "Improvement Fund") established under the Amended and Restated Fiscal Agent Agreement No. A-4261 (the "Fiscal Agent Agreement"), dated as of March 1, 2014, as amended and supplemented from time to time, between the Issuer and U.S. Bank National Association, as fiscal agent, and related subaccounts (the "Account"), upon the terms and conditions set forth in this Agreement. Bank will keep the Assets (other than deposits at Bank) separate and apart from the assets of Bank.

2.2.2. As directed by Customer, Bank will establish one (1) or more Sub-accounts and allocate Assets among Sub-accounts. Customer hereby covenants not to direct Bank to establish any Sub-account for the benefit of any entity having a different tax identification number than Customer and acknowledges that each Sub-Account will have the same tax identification number as Customer.

2.2.3 The Bank will pay from the Account to any person or entity upon the receipt of a certificate signed by an authorized representative of Customer which shall:

(a) be identified as a payment requisition and be sequentially numbered, i.e., "Requisition No. __," (except that no numbering shall be required if the certificate is a requisition for the full amount of the Account);

(b) set forth the amount required to be disbursed, the purpose for which the disbursement is to be made and the person to which the disbursement is to be paid; and

(c) certify that no portion of the amount then being requested to be disbursed was set forth in any certificate previously filed with the Bank requesting disbursement, and that the amount being requested is an appropriate disbursement from the Account.

Bank shall be entitled to conclusively rely upon such certificate without inquiry or investigation and shall not be responsible or liable in any respect on account of the identity, authority or rights of the persons executing or delivering or purporting to execute or deliver any such written order on behalf of Customer or responsible for whether or not any payment so directed to be paid is an authorized expense of the Account. All payments shall be made by check or wire transfer in accordance with the payment instructions set forth in the certificate from the Customer or in invoices submitted in accordance therewith and the Bank may rely on such payment instructions though given by the Customer with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein.

2.3. **Customer Representations, Warranties and Covenants.** Customer hereby represents, warrants, and covenants as follows, and Bank may resign immediately if Customer breaches of any such representation, warranty, or covenant:

2.3.1. Customer holds good and valid legal title to all Assets.

2.3.2. None of the Assets is (i) an asset of any "plan" as defined in ERISA Section 3(3); any "plan" as defined in Internal Revenue Code Section 4975(e)(1); any Plan-assets Vehicle; or any plan or entity not otherwise within the foregoing definitions that is subject to similar restrictions under federal, state, or local law; (ii) subject to SEC Rule 15c3-3; U.S. Commodity Futures Trading Commission Rules 1.20, 22.5, or 30.7; or any similar rule or regulation; or (iii) subject to a public-deposits, public-funds, or other State law that would require Bank to set aside any direct government obligations, government-guaranteed obligations, surety bonds, letters of credit, or other assets as security, regardless of the type or amount of capital of Bank, the amount of public deposits held by

Bank, or the extent to which the Assets are not insured by the Federal Deposit Insurance Corporation or exceed federal deposit insurance limits.

2.3.3. Customer is neither (i) an "investment company" that is subject to registration with the Securities and Exchange Commission under the Investment Company Act of 1940, as amended, (ii) an "investment company" that is not subject to such registration pursuant to Section 3(c) thereof, (iii) an insurer, nor (iv) a reinsurer.

2.3.4. Customer is not a trustee of, and has no duty to engage a trustee for, the Assets.

SECTION 3
BOOKS, RECORDS, AND ACCOUNTS

3.1. Bank shall maintain proper books of account and complete records of Assets and transactions in the Account. On at least five business days advance written notice, Bank shall permit Customer and Customer's independent auditors to inspect during Bank's regular business hours any books of account and records of Assets and transactions in the Account.

SECTION 4
ASSET DELIVERY, TRANSFER, CUSTODY, AND SAFEKEEPING

4.1. **Asset Delivery.** Customer will from time to time deliver, or cause to be delivered, Assets to Bank. Bank shall receive and accept such Assets for the Account upon directions from Customer.

4.2 **Asset Transfers.** Upon receipt of directions from Customer in compliance with Section 2.2.3 hereof, Bank shall return Assets to Customer, or deliver Assets to such location or third party as such directions may indicate, provided that in connection therewith it is the sole responsibility of Customer to provide any transfer documentation as may be required by the applicable Depository or third party recipient. Bank shall have no power or authority to assign, hypothecate, pledge or otherwise dispose of any Assets, except as provided herein or pursuant to such directions.

4.3. **Account Statements.** Bank will furnish each Statement Recipient with (i) a monthly Account statement within thirty (30) calendar days after the end of each month and (ii) a final Account statement within thirty (30) calendar days after Bank has transferred all Assets from the Account as provided under this Agreement. Such Account statements will reflect Asset transactions during the reporting period and ending Asset holdings. To the extent Customer has established an account in Bank's on-line portal and granted access thereunder to Statement Recipients, Bank will furnish such Account statements by way of such system.

4.4. **Confirmations; Notification by Agreement.** The Account statements described above (including their timing and form) serve as the sole written notification of any securities transactions effected by Bank for the Account. Even so, Customer has the right to demand that Bank provide written notification of such transactions pursuant to 12 CFR Sections 12.4(a) or (b) at no additional cost to Customer.

SECTION 5
POWERS OF BANK

5.1. In the performance of its duties under this Agreement, Bank shall have the power to:

5.1.1. **Sign Documents.** Make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any or all other instruments that may be necessary or appropriate to the proper discharge of its duties under this Agreement.

5.1.2. **Hire Service Providers.** Hire service providers (including, but not limited to, attorneys, depositories, and sub-custodians) to assist Bank in exercising Bank's powers under this Agreement, including any service provider that is affiliated with Bank.

5.1.3. **Hold Assets Un-invested.** Hold Assets un-invested pending cash investment, distribution, resolution of a dispute, or for other operational reasons and to deposit the same in an interest-bearing or noninterest-bearing deposit account of Bank, notwithstanding any sweep direction for the Account or Bank's receipt of "float" income from such un-invested cash.

5.1.4. **Litigate.** As directed by Customer, bring, defend, or settle lawsuits involving the Account or the Assets at the sole expense of the Account.

5.1.5. **Retain Disputed Funds**. Withhold delivery or distribution of Assets that are the subject of a dispute pending final adjudication of the dispute by a court of competent jurisdiction.

5.1.6. **Distribute Assets.** Distribute Assets as set forth herein.

5.1.7. **Safe-keep Assets.** Safe-keep Assets as set forth herein.

5.1.8. **Register Assets.** Register any Asset in the name of Bank or Bank's nominee or to hold any Asset in unregistered or bearer form or in such form as will pass title by delivery, provided that Bank's records at all times show that all such assets are part of the Account.

5.1.9. **Maintain Assets at a Depository or with a Sub-custodian.** Maintain Assets that are (i) book-entry securities at any Depository or with any sub-custodian and to permit such Assets to be registered in the name of Bank, Bank's nominee, the Depository, the Depository's nominee, the sub-custodian, or the sub-custodian's nominee and (ii) physical securities at Bank's office in the United States and in a safe place.

5.1.10. **Collect Income.** Collect all income, principal, and other distributions due and payable on Assets. If Customer directs Bank to search the DTC's Legal Notice System for notice that a particular Asset is in default or has refused payment after due demand, then Bank will conduct such a search and notify Customer of any such notice Bank finds therein.

5.1.11. **Advance Funds or Securities.** Advance funds or securities in furtherance of settling securities transactions and other financial-market transactions under this Agreement.

5.1.12. **Do Other Things.** Perform other acts necessary to the proper discharge of its duties under this Agreement.

SECTION 6
PURCHASES

6.1. Upon the receipt of directions from Customer, Bank shall settle Customer's purchases of securities on a contractual settlement basis. For the purposes of Uniform Commercial Code § 9-206, Customer acknowledges that its legal obligation to pay the purchase price to Bank for such purchases arises immediately at the time of the purchase. Customer hereby covenants and agrees that (i) it shall not instruct Bank to sell any Asset until such Asset has been fully paid for by Customer, and (ii) Customer shall not engage in any practice whereby Customer relies on the proceeds from the sale of an Asset to pay for the earlier purchase of the same Asset.

6.2. **Sweep Direction.** To the extent Bank has received no investment direction as to cash Assets held in the Account, Bank will use such Assets to purchase a position in the sweep vehicle identified in an exhibit hereto or, if none is identified, will hold such Assets un-invested without liability for interest thereon.

SECTION 7
SALES

7.1. Upon receipt of directions from Customer in compliance with Section 2.2.3 hereof, Bank will deliver Assets held by it as Bank under this Agreement and sold by or for Customer against payment to Bank of the

amount specified in such directions in accordance with the then current securities industry practices and in form satisfactory to Bank. Customer acknowledges that the current securities industry practice for physical securities is for physical delivery of such securities against later payment on delivery date. Bank agrees to use commercially reasonable efforts to obtain payment therefor during the same business day, but Customer confirms its sole assumption of all risks of payment for such deliveries. Bank assumes no responsibility for the risks of collectability of checks received for the Account.

SECTION 8
SETTLEMENTS

8.1. Bank shall provide Customer with settlement of all purchases and sales of Assets in accordance with Bank's instruction-deadline schedule provided that Bank has all the information necessary and the Account has all the Assets necessary to complete the transaction.

8.2. To avoid a deficiency in the Account, if the Account does not have sufficient funds to pay for an Asset, Customer covenants and agrees that (i) it shall not initiate any trade without sufficient Assets to settle such trade, and (ii) Customer shall not notify any third party that Bank will settle the purchase of an Asset. Customer covenants and agrees that it will not allow or direct anyone else to act contrary to (i) and (ii) above.

8.3. Bank shall not be liable or responsible for or on account of any act, omission, default, or insolvency of any broker, bank, trust company, person, or other agent designated by Customer to purchase or sell securities for the Account.

SECTION 9
VALUATION

9.1. **Valuation.** For purposes of reporting the value of an Asset on an Account statement:

9.1.1. **Pricing, If Available.** Bank will report a value that is (i) provided to Bank by a third-party pricing vendor or (ii) readily determinable on an established market, if such value is available to Bank when preparing the statement. Upon Customer's request, Bank will provide Customer with information about Bank's pricing sources and methodologies.

9.1.2. **Pricing, If Unavailable.** If such value above is unavailable, Customer will, upon Bank's request, direct Bank as to the value; Bank will then report such value. Absent such a direction, Bank will report the most recent value that Bank received from the Asset's broker, fund accountant, general partner, issuer, investment manager, transfer agent, or other service provider (commonly known as a pass-through price). To the extent the value of an Asset is so reported, Customer hereby represents and warrants as follows: (i) Customer received, read, and understood any governing documents (such as a limited liability company agreement, limited partnership agreement, trust agreement, or declaration of trust), offering documents (such as a fact sheet, offering circular, offering memorandum, private placement memorandum, prospectus, or summary description), and subscription documents (such as an adoption agreement or subscription agreement) for the Asset; (ii) Customer understands the Asset's eligibility requirements, fees and expenses, transfer and withdrawal limitations, type, category, issuer, objectives, principal strategies and risks, current underlying investments, and the identity of the Asset's administrator, investment advisor, auditor, and other service providers (and any affiliations among them) and the services they provide, respectively, to the Asset and the compensation they receive therefor; and (ii) Such value reflects such documents, investment-related information, service-provider information, and fee-and-expense information.

9.1.3. **Limitations.** Customer hereby acknowledges that Bank is performing a routine, ministerial, non-discretionary valuation function; that the reported value might be neither fair market value nor fair value (under accounting standards or applicable law); and that the reported value is not a substitute for (i) investigating the Asset's value in connection with a decision to acquire, hold, dispose of, or exchange any securities or other investment property; (ii) obtaining and ensuring the reliability of an independent third-party appraisal with respect to such a decision; or (iii) obtaining Investment Advice.

SECTION 10
LIMITATIONS ON DUTIES

10.1. Customer hereby acknowledges that Bank does not provide any services under this Agreement (i) in a "fiduciary capacity" within the meaning of 12 C.F.R. § 9.2(e) or (ii) as a "fiduciary" as such term may be defined in State law or otherwise. The duties of Bank will be strictly limited to those set forth in this Agreement, and no implied covenants, duties, responsibilities, representations, warranties, or obligations shall be read into this Agreement against Bank. Without limiting the generality of the foregoing, Bank shall have no duty to:

10.1.1. Evaluate or to advise anyone of the prudence, suitability, or propriety of action or proposed action of Customer in any particular transaction involving an Asset or the suitability or propriety of retaining any particular investment as an Asset; review, question, approve, or make inquiries as to any investment directions received under this Agreement; or review the securities or other property held in the Account with respect to prudence or diversification.

10.1.2. Act as trustee of the Assets.

10.1.3. Act as custodian of any assets other than the Assets.

10.1.4. Act as investment manager of the Assets, except to the extent the Assets are subject to Bank's discretion to manage under a separate written investment-management agreement (if any).

10.1.5. Provide Investment Advice.

10.1.6. Determine, monitor, or collect any contributions to the Account or monitor compliance with any applicable funding requirements.

10.1.7. (i) Collect any income, principal, or other distribution due and payable on an Asset if the Asset is in default or if payment is refused after due demand or (ii) except as expressly provided herein, to notify Customer in the event of such default or refusal.

10.1.8. Provide notice of, or forward, mini-tenders (which are tender offers for less than 5% of an outstanding debt or equity issue).

10.1.9. Question whether any direction received under this Agreement is prudent or contrary to applicable law; to solicit or confirm directions; or to question whether any direction received under this Agreement by Electronic Means, is unreliable or has been compromised, such as by identity theft.

10.1.10. Calculate, withhold, prepare, sign, disclose, file, report, remit, or furnish to any taxing authority or any taxpayer any federal, state, or local taxes, tax returns, or information returns that may be required to be calculated, withheld, prepared, signed, disclosed, filed, reported, remitted, or furnished with respect to the Assets or the Account, except to the extent such duties are required by law to be performed only by Bank in its capacity as custodian under this Agreement or are expressly set forth herein. Bank shall have no responsibility for Form 1099-MISC reporting with respect to disbursements that Bank makes in an administrative or ministerial function to vendors or other service providers and shall have no tax reporting or withholding duties with respect to the Foreign Investment in Real Property Tax Act (FIRPTA). Company shall provide Bank Form W-9 and an original Form W-8, as applicable, for each payee, together with any other documentation and information requested by Custodian in connection with Custodian's reporting obligations under this Agreement. If such tax documentation is not so provided, Custodian is authorized to withhold taxes as required by the Internal Revenue Code and related regulations.

10.1.11. Monitor financial advisors and other agents hired by Customer.

10.1.12. Maintain or defend any legal proceeding in the absence of indemnification, to Bank's satisfaction, against all expenses and liabilities which it may sustain by reason thereof.

10.1.13. Advance funds or securities or otherwise expend or risk its own funds or incur its own liability in the exercise of its powers or rights or performance of its duties under this Agreement.

SECTION 11
AUTHORIZED PERSONS; DELIVERY OF DIRECTIONS

11.1. **Authorized Persons.** With respect to this Agreement:

11.1.1. Customer will notify Bank of the identity of each (i) employee of Customer who is authorized to act on Customer's behalf, (ii) third-party agent that is authorized to act on Customer's behalf, and (iii) employee of each third-party agent who is authorized to act on such agent's behalf. In no event is any such agent authorized to amend this Agreement or to terminate this Agreement.

11.1.2. Bank may assume that any such employee or agent continues to be so authorized, until Bank receives notice to the contrary from Customer (or, with respect to any such employee of any such agent, from such agent).

11.1.3. Customer hereby represents and warrants that any such employee or agent was duly appointed and is appropriately monitored and covenants that Customer will furnish such employee or agent with a copy of this Agreement, as amended from time to time, and with a copy of any communications given under this Agreement to Customer. Customer hereby acknowledges that (i) such employee's or agent's actions or omissions are binding upon Customer as if Customer had taken such actions or made such omissions itself and (ii) Bank is indemnified, released, and held harmless accordingly.

11.2. **Delivery of Directions.**

11.2.1. Any direction, notice, or other communication provided for in this Agreement will be given in writing and (i) unless the recipient has timely delivered a superseding address under this Agreement, addressed as provided under this Agreement, (ii) entered into Customer's account in Bank's on-line portal, (iii) sent to Bank by Messaging System, or (iv) sent to Bank by other Electronic Means.

11.2.2. Customer hereby represents and warrants that Customer maintains commercially reasonable security measures for preventing unauthorized access to its portal account; to the email accounts of its employees, agents, and agents' employees; and to any Messaging System used by its employees, agents, and agents' employees, and Customer hereby assumes all risk to the Account of such unauthorized access. Customer hereby acknowledges that Customer is fully informed of the protections and risks associated with the various methods of transmitting directions to Bank and that there may be more secure methods of transmitting directions than the methods selected by Customer and Customer's agents.

SECTION 12
FEES AND EXPENSES

12.1. **Fees.** Customer shall pay Bank compensation for providing services under this Agreement. A schedule of that compensation is attached as **Exhibit A (Fee Schedule)** hereto.

12.2. **Expenses.** Customer shall reimburse Bank for expenses, fees, costs, and other charges incurred by Bank in providing services under this Agreement (including, but not limited to, compensation, expenses, fees, costs, and other charges payable to service providers hired under this Agreement).

12.3. **Outstanding Fees and Expenses.** To the extent of (i) any outstanding compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement or (ii) Customer's other indebtedness to Bank, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against and deduction from, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time.

12.4. **Advance of Funds or Securities.** To the extent of any advance of funds or securities under this Agreement, Customer hereby grants Bank a first-priority lien and security interest in, and right of set-off against and deduction from, the Assets. Bank may execute that lien and security interest, and exercise that right, at any time. Furthermore, nothing in this Agreement constitutes a waiver of any of Bank's rights as a securities intermediary under Uniform Commercial Code § 9-206.

SECTION 13
LIABILITY LIMITATIONS AND INDEMNIFICATION

13.1. **Indemnification.**

13.1.1. Customer hereby indemnifies and releases Bank and its affiliates, and their officers, directors, employees, agents, successors, and assigns (each, an "Indemnified Person") and holds each Indemnified Person harmless from and against, and an Indemnified Person will incur no liability to any person or entity for, any claims, costs, damages, delayed payment or non-payment on Assets sold, expenses (including attorneys' and other professional fees), fines, interest, liabilities, losses, penalties, stockholders' assessments (asserted on account of asset registration) or taxes (each, a "Loss") that may be imposed on, incurred by, or asserted against an Indemnified Person by reason of the Indemnified Person's action or omission in connection with Bank's performance of duties or enforcement of rights under this Agreement (including, but not limited to, an action or omission that is consistent with directions provided under this Agreement), except to the extent that a court of competent jurisdiction has made a final judgment that the Loss was directly caused by the Bank's willful misconduct or gross negligence.

13.1.2. Bank may consult legal counsel selected by it in the event of any dispute or question as to the construction of any of the provisions hereof or of any other agreement or of its duties hereunder, or relating to any dispute involving this Agreement, and will incur no liability and must be fully indemnified from any liability whatsoever in acting in accordance with the advice of such counsel.

13.1.3. The foregoing provisions shall survive the Bank's resignation or removal and the termination of this Agreement.

13.2. ***Force Majeure.*** Bank shall have no liability for any delay or failure in performing its obligations under this Agreement caused by epidemics, wars (whether declared or not and including existing wars), revolutions, insurrections, riots, civil commotion, acts of God, accidents, fires, explosions; stoppages of labor, strikes, or other differences with employees; laws, regulations, orders, or other acts of any governmental authority; or any other circumstances beyond its control.

13.3. **Damages.** Bank shall have no liability for any indirect, incidental, special, punitive, or consequential damages (including but not limited to lost profits) arising out of or in any way related to this Agreement or the performance of its obligations under this Agreement even if Bank has been advised of, or is aware of, the possibility of such damages.

13.4. **Statements.** Bank shall not be liable with respect to the propriety of Bank's actions or omissions reflected in a statement provided under this Agreement, except to the extent (i) a Statement Recipient objects to Bank within ninety (90) calendar days after delivery of such statement or (ii) such acts or omissions could not be discovered through reasonable examination of such statement.

SECTION 14
TERMINATION

14.1. This Agreement terminates upon the effective date of Bank's resignation or removal under this Agreement. Bank may resign under this Agreement by notice to Customer. Customer may remove Bank under this Agreement by notice to Bank. The resignation or removal shall be effective thirty (30) calendar days after delivery of the notice, except to the extent the parties agree in writing to a different effective date. By such

effective date, Customer shall appoint a new custodian and notify Bank of the appointment. If Customer fails to do so, Bank shall have the right to petition a court at Account expense for appointment of a new custodian. Upon receiving notice of such appointment, Bank will transfer Assets to the new custodian as directed by Customer or the court, as the case may be. However, Bank shall not be required to transfer any Assets until Bank has received payment or reimbursement for all (a) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (b) funds or securities advanced under this Agreement.

SECTION 15
MISCELLANEOUS

15.1. **Freedom to Deal with Third Parties.** Bank is free to render services to others, whether similar to those services rendered under this Agreement or of a different nature.

15.2. **Binding Obligations.** Customer and Bank each represent and warrant that (i) it has the power and authority to transact the business in which it is engaged and to execute, deliver, and perform this Agreement and has taken all action necessary to execute, deliver, and perform this Agreement and (ii) this Agreement constitutes its legal, valid, and binding obligation enforceable according to the terms hereof.

15.3. **Complete Agreement; Amendment.** This Agreement contains a complete statement of all the arrangements between the parties with respect to its subject matter and supersedes any existing agreements between them concerning the subject. This Agreement may be amended at any time, in whole or in part, by a written instrument signed by Customer and Bank. Notwithstanding the foregoing, if the terms of **Exhibit A (Fee Schedule)** hereto set forth a method for amending such exhibit, then such terms alone govern amendments thereto.

15.4. **Governing Law; Venue.** This Agreement will be governed, enforced, and interpreted according to the laws of the State without regard to conflicts of laws, except where pre-empted by federal law. All legal actions or other proceedings directly or indirectly relating to this Agreement will be brought in federal court (or, if unavailable, state court) sitting in the State. The parties submit to the jurisdiction of any such court in any such action or proceeding and waive any immunity from suit in such court or execution, attachment (whether before or after judgment), or other legal process in or by such court.

15.5. **Successors and Assigns.** This Agreement binds, and inures to the benefit of, Customer, Bank, and their respective successors and assigns. No party may assign any of its rights under this Agreement without the consent of each other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, any corporation or association into which Bank may be merged or with which it may be consolidated, or any corporation or association resulting from any merger or consolidation to which Bank shall be a party, or any corporation or association succeeding to all or substantially all of the custody business of Bank, shall be the successor of Bank hereunder, provided such corporation or association shall be qualified and eligible to act as custodian under applicable law, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

15.6. **Severability.** The provisions of this Agreement are severable. The invalidity of a provision herein will not affect the validity of any other provision.

15.7. **No Third-Party Beneficiaries.** This Agreement is made solely for the benefit of Customer and Bank. No person or entity other than such parties has any rights or remedies under this Agreement.

15.8. **Abandoned Property.** Bank will escheat Assets pursuant to the applicable state's abandoned property, escheat, or similar law, and Bank shall be held harmless therefrom. The provisions of this Section shall survive the termination of this Agreement.

15.9. **Legal Advice.** Customer hereby acknowledges that it (i) did not receive legal advice from Bank concerning this Agreement, (ii) had an adequate opportunity to consult an attorney of its choice before executing this Agreement, and (iii) executed this Agreement upon its own judgment and, if sought, the advice of such attorney.

15.10. **Waiver of Jury Trial.** Each party hereby irrevocably waives all right to a trial by jury in any action, proceeding, claim, or counterclaim (whether based on contract, tort, or otherwise) directly or indirectly arising out of or relating to this Agreement.

15.11. **Legal Action.** If Bank is served with any freeze order, garnishment, levy, restraining order, search warrant, subpoena, writ of attachment or execution, or similar order relating to the Account (each, a "Legal Action"), then Bank will, to the extent permitted by law, use good faith efforts to notify Customer of such service. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in responding to the Legal Action, including, but not limited to, any fees charged by an attorney of Bank's choice. If Customer notifies Bank that Customer is seeking a protective order to resist the Legal Action, then Bank will provide reasonable cooperation at Customer's request and sole cost and expense. In any event, Bank may comply with the Legal Action at any time, except to the extent Bank has received a protective order that prevents Bank from complying.

15.12. **Interpleader.** With respect to Assets that are the subject of a dispute, Bank may file an interpleader action or other petition with a court of competent jurisdiction for directions with respect to the dispute. Customer will reimburse Bank for any expenses, fees, costs, or other charges incurred by Bank in filing such petition and implementing such directions, including, but not limited to, any fees charged by an attorney of Bank's choice. Before disbursing Assets pursuant to such interpleader action or petition, Bank will deduct therefrom an amount in payment or reimbursement for all (i) compensation, expenses, fees, costs, or other charges incurred by Bank in providing services under this Agreement and (ii) funds or securities advanced under this Agreement.

15.13. **Representations and Warranties.** Customer hereby covenants that, if any of the representations or warranties that it provides in this Agreement becomes inaccurate or incomplete, it will promptly notify Bank thereof and of any fact, omission, event, or change of circumstances related thereto.

15.14. **Counterparts and Duplicates.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. This Agreement and any administrative form under this Agreement may be proved either by a signed original or by a reproduced copy thereof (including, not by way of limitation, a microfiche copy or an electronic file copy).

15.15. **Effective Date.** This Agreement will become effective when all parties have signed it. The date of this Agreement will be the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

15.16. **Electronic Transmission; Electronic Signatures**. Bank shall not have any duty to confirm that the person sending any notice, instruction or other communication (a "Notice") by electronic transmission (including by e-mail, facsimile transmission, web portal or other electronic methods) is, in fact, a person authorized to do so. Electronic signatures believed by Bank to comply with the ESIGN Act of 2000 or other applicable law (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other digital signature provider acceptable to Bank) shall be deemed original signatures for all purposes. Customer assumes all risks arising out of the use of electronic signatures and electronic methods to send Notices to Bank, including without limitation the risk of Bank acting on an unauthorized Notice, and the risk of interception or misuse by third parties. Notwithstanding the foregoing, Bank may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to Bank in lieu of, or in addition to, any such electronic Notice.

[Signature Page Follows]

IN WITNESS WHEREOF, an authorized officer of each party hereby executes this Agreement on the date stated beneath that party's signature.

CITY OF PALMDALE, on behalf of CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 93-1 (RITTER RANCH)

By: _____
(Signature of Customer's authorized officer)

_____
(Printed name of Customer's authorized officer)

Its: _____
(Title of Customer's authorized officer)

Dated: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By: _____
(Signature)

Its: Vice President

Dated: _____

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

CUSTODY AGREEMENT

Exhibit A (Fee Schedule)

Schedule of Fees for Services as

Custodial Agent
(to come)

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
INFORMATION TECHNOLOGY DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE FIRST AMENDMENT TO AGREEMENT WITH ACCELA, INC., A SUBSCRIPTION-BASED LAND USE, PLAN REVIEW, AND INSPECTION TRACKING SYSTEM, FOR AN ADDITIONAL AMOUNT OF $130,000 AND A NOT TO EXCEED AMOUNT OF $766,553 FOR THE REMAINDER OF A FIVE (5) YEAR TERM THROUGH DECEMBER 31, 2026**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve First Amendment to Agreement No. A-7700 with Accela, Inc., A subscription-based Land Use, Plan Review, Permitting, and Inspection Tracking System for an additional amount of $130,000 and a not-to-exceed amount of $766,553 for a (5) year term through December 31, 2026.

2. Authorize the City Manager Pro Tem or his designee to execute the First Amendment to Agreement No. A-7700 with Accela, Inc., including making minimal and/or non-substantive changes.

BACKGROUND

In July 2023, the City launched Accela to streamline the processing, review, and tracking of online permit applications and payments. While the implementation has been successful, Accela's ability to enhance collaboration and support organizational growth has increased the need for additional user licensing.

DISCUSSION

The requested funds will ensure staff can continue to access this critical system through the remainder of the contract. Staff recommend that the City Council approve the First

Amendment to Agreement No. A-7700 with Accela, Inc., for an additional $130,000 and a not-to-exceed amount of $766,553 for a (5) year term through December 31, 2026.

FISCAL IMPACT

$130,000; Funds are budgeted and available in FY 2025-26 in the Information Technology software account.

STRATEGIC PLAN

Goal III: Ensure long-term fiscal health of the city and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Agrmt No. A-7700, First Amendment with Accela, Inc.
Agrmt No. A-7700 with Accela, Inc.

FIRST AMENDMENT TO AGREEMENT A- 7700
BETWEEN THE CITY OF PALMDALE AND Accela, Inc

This First Amendment to Agreement No. A-7700 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and Accela, Inc (hereinafter called "Consultant"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on December 15, 2021 ("Original Agreement") the CITY and Consultant entered into an agreement to provide:

Subscription services related to land use, plan review, permitting, and inspection tracking software (Accela Building SaaS)

WHEREAS, the parties desire to amend the Original Agreement to:

Authorize additional funding to accommodate expanded licensing needs and ensure continued system functionality through the remainder of the contract term, December 14, 2026.

NOW THEREFORE, the parties agree as follows:

Section 6 – Compensation
To accommodate expanded system usage and licensing needs through the end of the contract term, the CITY and CONTRACTOR agree to increase the contract amount by One Hundred Thirty Thousand Dollars ($130,000). The amended contract amounts are as follows:

Original Contract Amount..... $636,553
Amendment No. 1 – Expanded Usage Support..... $130,000

Revised Total Not-to-Exceed Contract Amount..... $766,553

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Salvador Mendez
City Manager Pro Tem

JS
Signed: 8/25/2025

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38250 Sierra Hwy.
Palmdale, CA 93550

APPROVE AS TO FORM:

Alexandra Halfman
City Attorney

ATTEST:

Roxanne Faber
City Clerk

Accela, Inc:

Michael E. Gigliello
Signed: 8/26/2025

Michael Gigliello
Controller

ADDRESS FOR NOTICE:
Accela, Inc
9110 Alcosta Boulevard, Ste H #3030
San Ramon, CA 94583-3852

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2025-08-25 19:02:32 GMT

Secured by Concord™
DocumentID: 030rNu8uj82DBVV9iashnC
SigningID: 030rNu8uEuUirnmsH3VxWL
Signing date: 8/25/2025
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdale.org

For
Name
Title



Signed on 2025-08-26 17:29:47 GMT

Secured by Concord™
DocumentID: 030rNu8uj82DBVV9iashnC
SigningID: 030ruy3EhnNJFr8XWdbz4W
Signing date: 8/26/2025
IP Address: 47.35.59.222
Email: mgigliello@accela.com

concord™
Where agreements happen.

Signed with https://www.concord.app/

ORIGINAL

Accela

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "***Agreement***") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "***Effective Date***") by and between Accela, Inc. and the entity identified in such Order ("***Customer***").

1. DEFINITIONS.

1.1 "***Accela System***" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "***Aggregate Data***" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "***Authorized User***" means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "***Consulting Services***" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "***Customer Data***" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "***Documentation***" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "***External Users***" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "***Intellectual Property Rights***" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "***Order***" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 "***Service Availability Policy***" means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 "***Subscription Services***" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "***Software***" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 "***Support Services***" means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 "***Subscription Period***" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. **USAGE AND ACCESS RIGHTS.**

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. **PAYMENT TERMS.**

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "***Taxes***"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "***Confidential Information***" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **CUSTOMER DATA.**

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION.** To the fullest extent permitted by law, Accela agrees to indemnify, defend (or at Accela's option, settle) and hold harmless the Customer, its officers, employees, agents, and elected and appointed boards against any third party claim, suit or action brought against Customer to the extent that it is based upon a claim

that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITSLICENSORSWITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2 OR DUTY ARISING FROM THE INDEMNIFICATION PROVISION IN SECTION 7 ABOVE, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. FOR LIABILITY ARISING OUT OF DUTY ARISING FROM THE INDEMNIFICATION PROVISION IN SECTION 7 ABOVE, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL EXCEED TWO (2) TIMES THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in

any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("***Third Party Services***") and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.5 Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

Accela

12. **INSURANCE.**

12.1 Accela, Inc., at its expense, shall maintain in effect at all times during the performance of work under this Agreement not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California. Proof of Insurance, as identified in Section 12.7, must be reviewed and accepted by the City of Palmdale City Attorney.

12.1.1 Workers' Compensation and Employer's Liability

- Workers' Compensation -- coverage as required by the State of California
- Employer's Liability -- $1,000,000.00 each accident
  - $1,000,000.00 policy limit bodily injury
  - $1,000,000.00 each employee bodily injury by disease

12.1.2 Commercial General Liability

- $11,000,000 limit on a per occurrence basis
- $12,000,000 general aggregate limit

12.1.3 Commercial Automobile Liability

- $1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

12.1.4 Cyber Liability/Professional Liability (Errors & Omissions)

- $10,000,000 limit per claim or on a per occurrence basis
- Subject to requirements of Section 12.7.3

12.2 Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the City of Palmdale as an additional insured, as respects liability arising out of the performance of any work under the Agreement. Such insurance shall be primary insurance, as respects the interest of the City of Palmdale, and any other insurance maintained by the City of Palmdale shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: "The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" Clause.

12.3 Promptly upon execution of this Agreement, and prior to commencement of any work, Accela, Inc. shall deliver to City of Palmdale certificates of insurance and endorsements to all required policies demonstrating that Accela, Inc. has the required coverage and showing the required named insured. Within five (5) days of written request from City of Palmdale, Accela shall deliver to City of Palmdale the applicable portions of any insurance policies necessary for City of Palmdale to pursue a claim for purposes of this contract.

12.4 The requirements as to the types and limits of insurance to be maintained by Accela, Inc. are not intended to and shall not in any manner limit or qualify Accela, Inc.s liabilities and obligations under this Agreement.

12.5 Any policy or policies of insurance that Accela, Inc. elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Agreement shall include a provision waiving the insurer's right of subrogation against the City of Palmdale.

12.6 All insurance coverage must be maintained throughout the duration of this Contract.

12.7 Acceptable Proof of Insurance:

12.7.1 ACORD Certificate of Insurance listing all coverage, limits, deductibles and insured; and endorsements for all applicable coverage if agent has authority to issue it; or additional insured Form CG20100704 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 or its equivalent must be provided for automobile liability coverage.

12.7.2 Binders of insurance for all coverage. Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements and a corresponding Certificate of Insurance listing all insurers and coverage must be submitted to the City Attorney.

12.7.3 When Cyber Liability and/or Professional Liability (Errors & Omissions) coverage is provided on a "claims-made basis", Accela, Inc. will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover Accela, Inc. for all claims made by City of Palmdale arising out of any acts or omissions of Accela, Inc., or its officers, employees or agents during the time this Agreement was in effect.

12.8 Notwithstanding any other provision of this Agreement, City of Palmdale may immediately terminate this Agreement if, at any time Accela, Inc. fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

13. **GENERAL.**

13.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

13.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Central District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

13.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

13.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

13.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and

not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below

ACCELA, INC.		**CUSTOMER:** CITY of Palmdale
Signature:	DocuSigned by: Aaron Haggarty A04490D928344D8...	Signature:
Name:	Aaron Haggarty	Name: J.J. Murphy, ICMA-CM
Title:	Chief Legal Officer	Title: City Manager
Date:	12/1/2021	Date: 14Dec21

APPROVED AS TO FORM:

For Christopher L. Beck
City Attorney

ATTEST: If Corporation

Secretary

ATTEST:

Shanae S. Smith
City Clerk

Attachment to Agreement A-7700

Accela

2633 Camino Ramon, Suite 500
San Ramon, CA, 94583

Proposed by: Greg Damron
Contact Phone:
Contact Email: gdamron@accela.com
Quote ID: Q-25259
Valid Through: 12/15/2021
Currency: USD

Order Form

Address Information

Bill To:

Palmdale, CA - City of
38250 Sierra Hwy
Palmdale, California 93550
United States

Billing Name: John Murphy
Billing Phone: (661) 267-5100
Billing Email: jjmurphy@cityofpalmdale.org

Ship To:

Palmdale, CA - City of
38250 Sierra Hwy
Palmdale, California 93550
United States

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Building - SaaS	Year 1	12/15/2021	12/14/2022	12	$1,920.00	60	$115,200.00
						TOTAL:	$115,200.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Building - SaaS	Year 2	12/15/2022	12/14/2023	12	$2,016.00	60	$120,960.00
						TOTAL:	$120,960.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Building - SaaS	Year 3	12/15/2023	12/14/2024	12	$2,116.80	60	$127,008.00
						TOTAL:	$127,008.00

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Building - SaaS	Year 4	12/15/2024	12/14/2025	12	$2,222.64	60	$133,358.40
						TOTAL:	$133,358.40

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Building - SaaS	Year 5	12/15/2025	12/14/2026	12	$2,333.77	60	$140,026.32
						TOTAL:	$140,026.32

Pricing Summary

Period	Net Total
Year 1	$ 115,200.00
Year 2	$ 120,960.00
Year 3	$ 127,008.00
Year 4	$ 133,358.40
Year 5	$ 140,026.32
Total	**$ 636,552.72**

Additional Terms:

1. No additional or conflicting terms or conditions stated in Customer's order documentation, including purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null.

2. This Order Form will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired or have otherwise been terminated, the following terms at https://www.accela.com/terms/ will govern as applicable, based on the Customer's purchase.

3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4.If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed and/or returned to Accela by Customer after the Order Start Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

Signatures

Accela, Inc.	**Customer** CITY of Palmdale
Signature: DocuSigned by: Aaron Haggarty A0449D928344D6	Signature:
Print Name: Aaron Haggarty	Print Name: J.J. Murphy, ICMA-CM
Title: Chief Legal Officer	Title: City Manager
Date: 12/1/2021	Date: 12/15/21

APPROVE AS TO FORM:

For Christopher L. Beck
City Attorney

ATTEST: If Corporation

Secretary

ATTEST:

Shanae S. Smith
City Clerk

Attachment to Agreement A-7700
Reference Accela Quote ID: Q-25259

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **CITY ATTORNEY'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-067, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE RECOGNIZING THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR ITS COMMITMENT TO TRANSPARENCY AND COMMUNITY TRUST, AND EXPRESSING SUPPORT FOR STATE LEGISLATION PROMOTING IDENTIFICATION AND ACCOUNTABILITY IN LAW ENFORCEMENT**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2025-067, a Resolution of the City Council of the City of Palmdale recognizing the Los Angeles County Sheriff's Department for its commitment to transparency and community trust, and expressing support for State Legislation promoting identification and accountability in law enforcement.

BACKGROUND

On July 11, 2025, the federal court issued a preliminary injunction against federal enforcement agencies, including ICE, prohibiting the detention of individuals based on one, or a combination of the following factors: 1. Race/ethnicity; 2. Speaking Spanish or speaking English with an accent; 3. Presence at a particular location (e.g. bus stop, car wash, tow yard, day laborer pick up site, agricultural site, etc.); and 4. The type of work one does.

In response to this ruling, the LASD amended its operational processes to include specific procedures to identify federal agents by on-scene LASD officers, including direction to request identification or agency credentials and record the encounter on the officer's body-worn camera.

On or about July 29, 2025, County intervened in the federal suit, and the Los Angeles County Board of Supervisors directed County Counsel to draft an ordinance prohibiting

all law-enforcement officers working in unincorporated areas from wearing any mask or personal disguise while interacting with the public in the course of their duties.

On August 1, 2025, the Ninth Circuit Court of Appeals upheld the lower court's ruling. The federal government's appeal is pending with the Supreme Court.

On August 19, 2025, the City Council directed staff to prepare a resolution expressing support for the actions taken by County and LASD in response to federal immigration enforcement.

DISCUSSION

The City contracts with LASD for police services and there is no confirmed federal immigration enforcement activity in the City.

The City Council requested a resolution expressing support and recognizing the actions taken by the County and LASD to confirm the identity and legitimacy of individuals acting under federal authority. The attached resolution is recommended for adoption to accomplish this purpose.

FISCAL IMPACT

$0; There is no fiscal impact to the City for this action.

STRATEGIC PLAN

Goal I: Maintain effective public safety and protection for life, property and the environment

B. Provide comprehensive and innovative safety services to prevent crime and promote a safe community.

Prepared by:	Alexandra Halfman, City Attorney
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Reso. No. CC 2025-067

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE RECOGNIZING THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT FOR ITS COMMITMENT TO TRANSPARENCY AND COMMUNITY TRUST, AND EXPRESSING SUPPORT FOR STATE LEGISLATION PROMOTING IDENTIFICATION AND ACCOUNTABILITY IN LAW ENFORCEMENT

WHEREAS, the City of Palmdale is proudly served by the Los Angeles County Sheriff's Department (LASD), whose deputies demonstrate professionalism, courage, and dedication in protecting the safety of Palmdale residents; and

WHEREAS, the City recognizes that enforcement activities, including those that intersect with federal agencies such as U.S. Immigration and Customs Enforcement (ICE), can create heightened tensions, fear, and confusion within the community; and

WHEREAS, community trust and officer safety are best maintained when deputies are clearly identifiable during enforcement operations, and when the use of facial coverings is limited to situations where they are operationally or medically necessary; and

WHEREAS, these protocols have strengthened trust and communication between law enforcement and the community, particularly during complex and sensitive operations; and

WHEREAS, these best practices provide reassurance to residents, reduce confusion during enforcement activities, and reinforce the City's commitment to transparency and accountability in public safety; and

WHEREAS, legislation currently before the California State Legislature seeks to extend these same standards of identification and accountability statewide, aligning with the leadership and example already demonstrated by LASD in Palmdale and across Los Angeles County.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Palmdale as follows:

1. The City of Palmdale expresses its support for LASD deputies as they navigate the challenges of federal enforcement actions within the community, and reaffirms the City's commitment to fostering collaboration and mutual respect between law enforcement and residents.

2. The City of Palmdale supports pending state legislation aimed at enhancing transparency and accountability in law enforcement statewide.

3. The City Clerk shall transmit copies of this resolution to the Los Angeles County Sheriff's Department, the Los Angeles County Board of Supervisors, and the City's state legislative delegation to communicate the City's appreciation and support.

PASSED, APPROVED, and **ADOPTED** this 2nd day of September, 2025.

Laura Bettencourt
Mayor Pro Tem

Approved as to form:

Alexandra M. Halfman
City Attorney

ATTEST:

Rochelle Scott
City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 2nd day of September, 2025 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, City Clerk

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **HOUSING DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE THE FIRST AMENDMENT TO AGREEMENT WITH RSG, INC., FOR CONSULTANT SERVICES RELATED TO THE HOME REHABILITATION AND ACCESSIBILITY PROGRAMS, INCREASING THE AGREEMENT BY $69,610 FOR A NOT TO EXCEED TOTAL OF $150,000 FOR A THREE-YEAR TERM WITH OPTION FOR TWO ADDITIONAL YEARS**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve the First Amendment to Agreement No. A-9221 with RSG, Inc., for consultant services related to the Home Rehabilitation and Accessibility Programs, increasing the Agreement by $69,610 for a not to exceed total of $150,000 for a three-year term with option for two additional years; and,

2. Authorize the City Manager Pro Tem or his designee to execute the Agreement No. A-9221 with RSG, Inc., including minimal and/or non-substantial changes.

BACKGROUND

The City Council approved the five-year plan (The Plan) for the State of California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation (PLHA) Program on July 14, 2020. The PLHA funding is generated from the Building Homes and Jobs Act, SB2, which established a $75 recording fee on real estate documents to increase the supply of affordable housing in California. The Plan includes activities for home rehabilitation and home accessibility for owner-occupied single-family residences. The City Council approved the Home Rehabilitation and Accessibility programs on March 20, 2024.

DISCUSSION

RSG, Inc. (RSG) has provided the City assistance with program administration for the Home Rehabilitation and Accessibility Programs, including program design, participant selection, loan and grant documentation, inspections, contractor bid documentation, construction management, and case management, which includes annual compliance monitoring. Original PLHA program administration funding of $80,390 is estimated to assist at least 20 participants with repairs needed. With the additional funding of $69,610, through PLHA years 2021 and 2022, RSG, Inc. will be able to process an additional 25 participants with repairs and accessibility. The current agreement with RSG has two years remaining and an option for two additional years. Funding for PLHA year five will be allocated for additional case management when received from the Department of Housing and Community Development.

FISCAL IMPACT

$69,610; funds are budgeted and available in FY 2025-26 in account 24164007-782965.

STRATEGIC PLAN

Goal IV: Maintain a desirable community where everyone wants to live, work and play.

B. Provide inclusive access to a variety of supportive services that build a resilient and healthy community.

Prepared by:	Sophia Reyes, Director of Housing
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Agrmt No. A-9221, First Amendment with RSG, Inc.
Agrmt No. A-9221 with RSG, Inc.

FIRST AMENDMENT TO AGREEMENT A- 9221
BETWEEN THE CITY OF PALMDALE AND RSG, INC.

This First Amendment to Agreement No. A-9221 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and RSG, INC. (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on February 20, 2025 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

Administration of the City of Palmdale Single Family Rehabilitation and Home Accessibility Programs, including program design, marketing and outreach, participant selection and compliance monitoring.

WHEREAS, the parties desire to amend the Original Agreement to:

Increase total Agreement amount to provide case management for additional funding for the 2021 and 2022 PLHA allocations.

NOW THEREFORE, the parties agree as follows:

1. Section 6 Price: is amended to "..an amount not to exceed One Hundred and Fifty Thousand Dollars ($150,000) for the completion of all the work described in Section 2 .."
2. Exhibit B Cost proposal. Increase program design, outreach, and marketing to Thirty Thousand Dollars ($30,000), and increase case management to One Hundred and Twenty Thousand Dollars ($120,000).

Original Contract Amount..... $80,390
Amendment No. 1 – Expanded Case Management Support..... $69,610
Revised Total Not-to-Exceed Contract Amount..... $150,000

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

REST OF PAGE INTENTIONALLY LEFT BLANK

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Salvador Mendez
City Manager Pro Tem
Sophia Reyes
Signed: 8/20/2025

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38250 Sierra Highway
Palmdale, CA 93550

APPROVE AS TO FORM:

Alexandra Halfman
City Attorney

ATTEST:

Roxanne Faber
City Clerk

RSG, INC.:

Tara Matthews
Principal

ADDRESS FOR NOTICE:
RSG, INC.
170 Euclyptus Avenue, Ste. 200
Vista, CA 92084

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements

Record of Signing

For

Name

Title



Signed on 2025-08-20 18:52:02 GMT

Secured by Concord™
DocumentID: 030oWx4NChrjZgvRbMiGum
SigningID: 030oWx4MuZizA5uFHm6iJf
Signing date: 8/20/2025
IP Address: 206.171.111.149
Email: sreyes@cityofpalmdale.org

concord™
Where agreements happen.

Signed with https://www.concord.app/

AGREEMENT NO. A-9221
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND RSG, INC.

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and RSG, INC., a California corporation, (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in this Contract.

NOW THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 CITY PROJECT MANAGER

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of the Housing Director/designee, who shall oversee this Contract, the work performed by CONTRACTOR, assist CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel all contacts and requests through the City project manager.

2 DESCRIPTION OF WORK

2.1 CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

Administration of the Single-Family Home Rehabilitation and Home Accessibility Programs. The programs are funded by Permanent Local Housing Allocation (PLHA) funds from the State of California Department of Housing and Community Development (HCD).

The Home Accessibility Program provides housing rehabilitation loans up to $30,000 for owner-occupied single-family homes. It concentrates on accessibility improvements, including, but not limited to, installing ramps, ADA door hardware, and kitchen and bath fixtures and faucets (showerhead combo with slide-bar).

The Home Grant Program provides housing rehabilitation loans up to $30,000 for owner-occupied single-family homes. It concentrates on health and safety emergency repairs, such as leaking roofs, broken plumbing, inoperable water heaters, and inoperable heating and cooling units.

Administration will include program design, marketing and outreach, participant

selection, and compliance monitoring. For program requirements, please refer to Exhibit. A: RSG Technical Proposal (Scope of Work) and HCD PLHA grant guidelines.

2.2 CONTRACTOR shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

2.3 CONTRACTOR shall not accept any change of scope, or change in contract provisions, to this Contract unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

2.4 CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 365 days from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

2.6 CITY shall provide to CONTRACTOR, without charge, all data, program information, including reports, records, maps, and other information, now in CITY's possession, which may facilitate the timely performance of the work.

3 CONTRACTOR'S KEY PERSONNEL

3.1 **Key Staff.** CITY reserves the right to review and approve CONTRACTOR'S staff including all subcontractors to be assigned to any project by CONTRACTOR during the term of this Contract.

This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

CONTRACTOR's Team and Key Personnel are as follows:

Tara Matthews - Principal in Charge
Dominique Clark - Project Manager / Director
Rosa Romero - Senior Associate
Jessica Henderson - Associate

This Services Contract has been awarded to CONTRACTOR based on its representation that those personnel and subcontractors submitted as part of its bid and listed above will perform the portions of the work listed above.

CONTRACTOR shall not deviate nor substitute any of these team members without prior written approval by CITY.

3.2 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

3.3 **Direct Responsibility.** All services required under this Contract shall be performed by CONTRACTOR, or under CONTRACTOR's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

3.3.1 CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

3.3.2 CONTRACTOR shall be responsible for payment of all CONTRACTOR's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

3.3.3 CONTRACTOR shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONTRACTOR's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

4 CONTRACT TERM

The term of this Contract is Three (3) YEARS, commencing on the effective date, with CITY reserving the option to extend the agreement for 2 additional terms of one year each.

5 ACCEPTANCE AND DOCUMENTATION

Each task shall be reviewed and approved by the Contract Project Manager to determine acceptable completion.

5.1 **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the

acquisition and performance of the Contract for a period of five years after the completion of the Contract.

5.2 **Property of CITY.** All materials, including reports, computer programs and other deliverables, supplied or created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

5.3 **Products.** All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed Eighty Thousand, Three Hundred and Ninety dollars ($80390.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

See the attached Cost Proposal - Exhibit B: RSG Cost Proposal

6.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 CONTRACTOR shall maintain adequate records and shall permit inspection and audit by CITY of CONTRACTOR's charges under this Contract. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONTRACTOR for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONTRACTOR shall retain its records for the time required by such laws.

6.3 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

7 TAXES

7.1 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with state and local laws.

7.2 CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONTRACTOR or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

7.3 CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

7.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

8 PATENT FEES AND ROYALTIES

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

9 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter “Indemnified Parties”) for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONTRACTOR and,

as applicable, any subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONTRACTOR shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

10 INSURANCE

10.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A” or better in the Best’s Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 10.8, must be reviewed and accepted by the City Attorney**.

10.1.1 Workers’ Compensation and Employer’s Liability

- Workers’ Compensation -- coverage as required by the State of California
- Employer’s Liability
  $1,000,000 each accident
  $1,000,000.00 policy limit bodily injury
  $1,000,000.00 each employee bodily injury by disease

10.1.2 Commercial General Liability

- $1,000,000.00 limit on a per occurrence basis
- $2,000,000.00 general aggregate limit

10.1.3 Commercial Automobile Liability

- $1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

10.2 All of CONTRACTOR’s policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

10.3 Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: “The City of Palmdale, Successor

Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" Clause.

10.4 Promptly upon execution of this Contract, and prior to commencement of any work, CONTRACTOR shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONTRACTOR has the required coverage and showing the required named insured. Within five (5) days of written request from CITY, CONTRACTOR shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

10.5 The requirements as to the types and limits of insurance to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify CONTRACTOR's liabilities and obligations under this Contract.

10.6 Any policy or policies of insurance that CONTRACTOR elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.

10.7 All insurance coverage must be maintained throughout the duration of this Contract.

10.8 Acceptable Proof of Insurance:

10.8.1 ACORD Certificate of Insurance listing all coverage, limits, deductibles and insured; and endorsements for all applicable coverage if agent has authority to issue it; or additional insured Form CG20100704 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

10.8.2 Binders of insurance for all coverage. Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements and a corresponding Certificate of Insurance listing all insurers and coverage must be submitted to the City Attorney.

10.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONTRACTOR fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

10.10 CONTRACTOR shall require any and all subcontractors working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors

working on behalf of CONTRACTOR shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 10 will not be impacted and/or limited by such deviation.

11 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

12 TERMINATION FOR CAUSE

If CITY determines that CONTRACTOR has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, CITY shall give written notice to CONTRACTOR specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for CITY's dissatisfaction and suggest corrective measures. If, after thirty days, CONTRACTOR has failed to implement appropriate corrective measures, CITY may elect to terminate this Contract in whole or in part.

12.1 In the event CITY terminates this Contract, in whole or in part, for cause, CITY may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

12.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to complete the services. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

12.3 If, after notice of termination of the Contract under the provisions of this Section 12, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.

13 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONTRACTOR arising out of or relating to this Contract or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

14 OWNERSHIP OF PRODUCT

All product, data, documents, programs and software including, but not limited to, research, field notes, investigations, analysis, studies, processes, software, instructions for use and other manuals, whether complete or incomplete, which are prepared or produced in the performance of this Contract are to be, and remain the property of CITY and shall be delivered to or left with CITY upon the completion or termination of this Agreement. CONTRACTOR shall furnish CITY, upon its request, originals and reproducible and electronic copies of product, data reports, studies and of all other documents listed above. Electronic copies shall be provided in an unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary.

15 DELEGATION AND ASSIGNMENT

15.1 CONTRACTOR shall not delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

15.2 Any assignment, delegation or subcontract shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONTRACTOR under this Contract.

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

16.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity,

gender expression, genetic information, or military and veteran status. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status . Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16.2 The provisions of subsection 16.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

17 FINANCIAL INTEREST CERTIFICATION

17.1 CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONTRACTOR's firm.

17.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

18 CONFLICT OF INTEREST

18.1 CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONTRACTOR to be "financial interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

18.2 CONTRACTOR shall not employ any City official or employee to perform any work required pursuant to this Contract.

18.3 To the extent required by the City Manager or his designee, CONTRACTOR shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

19 COMPLIANCE WITH LAW

19.1 CONTRACTOR shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If CONTRACTOR uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONTRACTOR.

19.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

19.3 If applicable, CONTRACTOR acknowledges and understands it must comply with the prevailing wage requirements as set forth in Exhibit “A” attached hereto and incorporated herein by reference, as well as the execution of a Worker’s Compensation Certificate attached hereto as Exhibit “B” and incorporated herein by reference.

20 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

21 ENTIRE AGREEMENT AND AMENDMENTS

21.1 This Contract is the complete Agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

21.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONTRACTOR hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

21.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party’s right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

22 ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Ronda Perez
Signed: 2/19/2025

Ronda Perez
City Manager

Sophia Reyes
Signed: 2/11/2025

RSG, INC.:

Tara Matthews
Signed: 2/18/2025

Tara Matthews
Principal

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38250 Sierra Highway
Palmdale, CA 93550

ADDRESS FOR NOTICE:
RSG, INC.
170 Eucalyptus Avenue, Suite 200
Vista, CA 92084

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 2/20/2025

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Signed: 2/20/2025

Roxanne Faber
City Clerk

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2025-02-11 17:10:21 GMT

Secured by Concord™
DocumentID: 02z4C2WEi8VL1fhC1e2m5E
SigningID: 02z4C2WEW34tttxWIHFjTR
Signing date: 2/11/2025
IP Address: 206.171.111.149
Email: sreyes@cityofpalmdale.org

For
Name
Title



Signed on 2025-02-18 18:47:00 GMT

Secured by Concord™
DocumentID: 02z4C2WEi8VL1fhC1e2m5E
SigningID: 02z8DmjFSnagCIi8IAFwIG
Signing date: 2/18/2025
IP Address: 75.204.149.240
Email: tmatthews@rsgsolutions.com

For
Name
Title



Signed on 2025-02-19 18:47:10 GMT

Secured by Concord™
DocumentID: 02z4C2WEi8VL1fhC1e2m5E
SigningID: 02z8n7zjdikEOt1WAisod2
Signing date: 2/19/2025
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

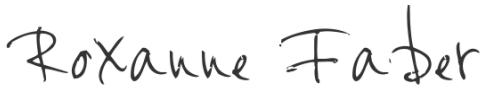
For
Name
Title



Signed on 2025-02-20 01:43:14 GMT

Secured by Concord™
DocumentID: 02z4C2WEi8VL1fhC1e2m5E
SigningID: 02z8xL3N3oF9wLKwgRDkDl
Signing date: 2/20/2025
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

For
Name
Title



Signed on 2025-02-20 22:52:51 GMT

Secured by Concord™
DocumentID: 02z4C2WEi8VL1fhC1e2m5E
SigningID: 02z9SUpytnvJ0uZGYGGggb
Signing date: 2/20/2025
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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Signed with www.concordnow.com

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PARKS & RECREATION DEPARTMENT**

DISTRICT: **2**

SUBJECT: **APPROVE THE DEACCESSION OF THE BACK HOME SCULPTURE AT THE PALMDALE TRANSPORTATION CENTER IN ACCORDANCE WITH THE PUBLIC ART COMMISSION'S DEACCESSION OF ARTWORK POLICY AND CHAPTER 15.01 OF THE PALMDALE MUNICIPAL CODE**

RECOMMENDATION

Staff recommend the City Council:

Approve the deaccession of the Back Home sculpture at the Palmdale Transportation Center (PTC) in accordance with the Public Art Commission's Deaccession of Artwork Policy and Chapter 15.01 of the Palmdale Municipal Code.

BACKGROUND

In 2014, the sculpture "Back Home" by Sol Mesz was installed at the PTC. The artist crafted the sculpture from repurposed materials, adorned with recycled glass leaves. The artist fused glass components, while the City's Maintenance staff constructed the branches using repurposed materials. Notably, this project was completed prior to the adoption of the Public Art Master Plan and Municipal Public Art Guidelines.

DISCUSSION

The materials selected by the artist did not withstand the harsh Antelope Valley climate. Over time, the components have failed, causing the piece to deteriorate. In 2018, a welder was hired to restore the piece and extend its longevity, with the artist's approval. Unfortunately, the piece has continued to decline, no longer representing the artist's original intention. Considering the materials used and the environmental conditions it was exposed to for over a decade, the lifespan of this sculpture has reached its end.

Staff reached out to the artist, who has declined to claim the sculpture. Considering the following criteria specified in the Deaccession of Artwork Policy, staff recommend proceeding with the deaccession of this piece:

- The condition or security of the artwork cannot be reasonably guaranteed;
- The artwork requires excessive maintenance or has faults of design, materials, or workmanship, and repair or remedy is impractical or unfeasible;
- The artwork has been damaged or has deteriorated, and repair or remedy is impractical or unfeasible; and,
- The artwork's physical or structural condition poses a threat to public safety.
- Alteration or disassembly of the original artwork prohibited under the Visual Artists Rights Act (VARA).

The Public Art Commission reviewed this item on March 25, 2025, and recommend the deaccession of the Back Home Sculpture for City Council approval in accordance with Chapter 15.01 of the Palmdale Municipal Code.

Additionally, a new sculpture for the roundabout at the PTC was approved as part of the Five-Year Public Art Work Plan, aiming to enhance the overall aesthetic of this regional transportation hub.

FISCAL IMPACT

$1,000; for the removal and disposal of the Back Home sculpture. Funds are budgeted and available in FY 2025-26 in the Public Art Contract Services account.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Keri Smith, Director of Parks & Recreation
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Sal Mendez, City Manager Pro Tem
Approved as to form:	Alexandra M. Halfman, City Attorney

ATTACHMENTS

Deaccession of Artwork Policy

CITY OF PALMDALE
PUBLIC ART
PROGRAM

DEACCESSION OF ARTWORK POLICY

PURPOSE

The Public Art Program maintains the City of Palmdale's collection of artwork for the benefit of Palmdale citizens. Removing an artwork from the collection (deaccessioning) is a delicate matter and must be managed according to strict guidelines, outlined below. When necessary, the Public Art Program, with the input of the Public Art Commission, will incorporate into this policy additional guidelines. No work may be deaccessioned until the appropriate guidelines set forth below have been observed.

POLICY

1. Any proposal for removal, destruction, or relocation of an artwork will be submitted to the Public Art Coordinator and reviewed by the Public Art Commission according to the policies and procedures contained herein and will be deliberate and independent of political pressures, fluctuations in artistic taste, popularity, and public opinion.

2. Deaccession will be undertaken only after issues such as artist's rights, public benefit, censorship, copyrights, and legal obligations have been carefully considered. The final decision with respect to deaccession of artworks owned by the City will rest with the Public Art Coordinator upon approval by the Public Art Commission.

3. As needed, the City's artwork collection will be evaluated by the Public Art Coordinator and reported to the Public Art Commission to determine the condition of each artwork and determine whether there is artwork that should be deaccessioned.

DEFINITIONS

ARTISTS: Individuals recognized by critics and peers as professional practitioners of the visual arts based on the quality of their body of work, educational background and experience, past public commissions, sale of works, exhibition record, publications, and production of artwork.

ARTWORK: Works created uniquely by an artist and as defined in Chapter 15.01.040 of the Palmdale Municipal Code.

DEACCESSION: The procedure for the removal of an artwork owned by the City and the determination of its future dispensation.

DEACCESSION NOTIFICATION: A written letter to the artist or donor referencing the applicable condition(s) of the artwork and describing reasons why the deaccession review needs to be undertaken.

GUIDELINES

It is important for the City of Palmdale to retain the right to remove any artwork on City-owned land and in City-owned facilities. Any artwork owned by the City may be eligible for deaccession with the exception of an artwork that is accompanied by verified legal stipulations that the artwork may not be deaccessioned. During the review process, the artwork will remain accessible to the public in its existing location unless it poses a threat to public safety.

Artwork may be reviewed for deaccession at any time at the initiative of the Public Art Coordinator or Public Art Commission members. Review also may be initiated by the artist regarding the artwork she/he created, by an artist's designated heir(s), or by legally recognized representative(s).

Artwork may be considered for review for deaccession if one or more of the following criteria apply:

1. The condition or security of the artwork cannot be reasonably guaranteed.

2. The artwork requires excessive maintenance or has faults of design, materials or workmanship and repair, or remedy is impractical or unfeasible.

3. The artwork has been damaged or has deteriorated and repair or remedy is impractical or unfeasible.

4. The artwork's physical or structural condition poses a threat to public safety.

5. The artwork is proved to be inauthentic or in violation of existing copyright laws.

6. The artwork is not, or is only rarely, on display because the City lacks a location for its display.

7. No suitable site is available for relocation or exhibition, or significant changes in the use, character or design of the site have occurred which affect the integrity of the artwork.

8. Changes to the site have significantly limited or prevented the public's access to the artwork.

9. The site where the artwork is located is undergoing privatization.

10. Deaccession is requested by the artist.

11. If there are more that six works (excluding editions of prints) by the same artist in the City-owned portable collection, or more than three permanently installed works on public display in the City-owned collection or in private development, the Public Art Coordinator may recommend to the Palmdale Public Art Commission that the City retain only a representative selection of the artist's work.

12. If the artwork has been lost, stolen, or is missing, the Public Art Commission may approve formally deaccessioning it from the collection while retaining a record in the collection database showing that the artwork has been deaccessioned.

PROCEDURES

Deaccession will begin with a formal Deaccession Request letter which can be initiated by the Public Art Commission, the Public Art Coordinator, the artist, or the artist's designated heirs or legally appointed representative. The Deaccession Request will be submitted to the Public Art Coordinator and will describe the applicable condition(s) outlined in the Guidelines above, and the reasons why the deaccession review needs to be undertaken. A Deaccession Request must also contain information about the requestor's relationship to the artwork and stake in deaccessioning the artwork.

Deaccession Requests will be reviewed by the Public Art Coordinator who will make every reasonable effort to contact the artist who created the artwork named in the Deaccession Request and any other known parties with a vested interest in the artwork. When permanently sited artworks are proposed for deaccession, the Public Art Commission will convene at a regularly scheduled meeting to discuss the reasons deaccessioning is being considered, and to gather comments on the deaccession proposal. The Public Art Coordinator will present a deaccession recommendation to the Public Art Commission, which may decide to convene an ad hoc committee comprised of practicing conservators, art appraisers, registrars, and/or other visual arts professionals to review and advise the Public Art Commission on the Deaccession Request. In presenting the Deaccession Request, the Public Art Coordinator will provide the necessary information to the Public Art Commission, from, but not limited to, the following list:

1. Artist's name, biographical information, samples of past artwork, and resume.

2. A written description and images of the artwork

3. Artist's statement about the artwork named in the Deaccession Request.

4. A description of the selection/acquisition process and related costs that was implemented at the time the artwork was selected.

5. A formal appraisal of the artwork provided by a qualified art appraiser.

6. Information about the origin, derivation, history, and past ownership of the artwork.

7. A warranty of originality of the artwork.

8. Information about the condition of the artwork and the estimate cost of its conservation provided by a qualified visual arts conservator

9. Information about the images of the artwork's site.

10. For permanently sited artwork: Information about how community feedback about the artwork was collected and the outcome of that feedback.

11. Feedback from the Director of the City department responsible for operating and maintaining the artwork site.

12. A detailed budget of all aspects of conservation, maintenance, repair, installation, operation, insurance, storage, and City staff support.

13. The artist's contract with donor or comparable legally binding document with Proof of Title.

14. Deed of gift restrictions, if any.

DEACCESSION REVIEW CRITERIA

A. In addition to the condition and security of the artwork as stated above, the review criteria for Deaccession Requests includes, as appropriate:

1. ARTISTIC EXCELLENCE: Qualifications and professional reputation of the artist; craftsmanship, conceptual content, style, form.

2. VALUE OF ARTWORK as determined by a professional appraiser.

3. RELATIONSHIP TO EXISTING COLLECTION OF ARTWORKS: Style, form, scale, diversity, quantity, quality, longevity, and compatibility with the existing collection of artwork and goals of the Public Art Program.

4. AVAILABILITY OF CITY SUPPORT: The availability of necessary funding for conservation, maintenance, and/or repair; exhibition and storage space; real property for siting artwork; and City staff support.

5. RELATIONSHIP TO SITE: Accessibility, public safety, and social, cultural, historical, ecological, physical, and functional context of the artwork in relation to the site, both existing and planned.

6. LEGAL CONSIDERATIONS: Issues related to liability, insurance, copyright, warranties, ownership, theft, vandalism, loss, indemnification, and public safety. The City Attorney shall review the recommendation of the Public Art Program and the Public Art Commission to determine whether there are any

legal restrictions that would prevent deaccessioning the object. The City Attorney's approval must be obtained.

7. TIMING: Safety or hazard emergencies, relevant construction schedules, and the allowance of sufficient time for a normal review process.

8. ACQUISITION PROCESS: Method by which the artwork was acquired and accessioned into the collection of artworks (i.e., donation, loan, commission).

9. COMMUNITY FEEDBACK: Community feedback about the artwork, its site, and its condition solicited via a publicly noticed meeting or placed on the agenda of the Palmdale Public Art Commission.

10. RESTRICTIONS: Any recognized restrictions associated with the artwork.

B. Members of the Public Art Commission may request to view the actual artwork during the Deaccession Review process.

C. The Public Art Commission will make a recommendation to City Council, with or without conditions, or reject the Deaccession Request based on the review criteria described in this policy. City Council makes final decisions on Public Art Commission recommendations regarding deaccession of artwork

REMOVAL PROCESS

The deaccessioned artwork will be removed from the collection of artworks through methods administered by the Public Art Program. In all cases, the artist or the artist's designated heir(s), or legally recognized representative(s) will be given, when possible and within a reasonable time frame, the opportunity to purchase the artwork for the fair market value (as determined by a qualified art appraiser), or, if the artwork is determined to be of negligible value, the artist will be given the opportunity to claim the artwork at the artist's own cost.

A. When the artist does not purchase or claim the deaccessioned artwork, the methods which may be utilized to remove artwork through public negotiations include but are not limited to:

1. Sale. Proceeds from the sale will be deposited into the Public Art Fund. Written acknowledgement by Finance to place revenues from the sale of deaccessioned artwork into the Public Art Fund, must be obtained. Legal public notice regarding the sale will be published in local newspapers.

i. The artist/donor will be given the right of first refusal to reacquire the work at fair market value, original price, or nominal value, depending on the recommendation of the Public Art Commission. The cost of removal of the artwork may be reflected in the amount set.

ii. Sell the work through a dealer.

iii. Sell the work through sealed bidding or public auction.

2. Trade or exchange of a deaccessioned artwork for another by the same artist.

3. Donation of deaccessioned artwork to a non-profit organization, institution, or agency.

4. Destruction. This method shall only be used in the following instances:

i. The entire artwork has been damaged or has deteriorated and repair or remedy is impractical or unfeasible.

ii. Most of the artwork has been damaged or has deteriorated and repair or remedy is impractical or unfeasible, and any remaining intact parts of the artwork are deemed to have negligible value, and the artist is not willing to claim the remaining parts at the artist's own cost.

iii. Public safety can be protected only by destroying the artwork.

iv. Every effort to locate the artist, kin or donor has failed.

B. When possible, the method for removing the artwork from the collection of artworks will be selected to ensure that the highest reasonable price is received. Any profits received by the City through the sale, trade, or auction of a deaccessioned artwork will be deposited into the Public Art Fund administered by the Public Art Program.

C. In keeping with the California Resale Royalties Act, Civic Code Section 986, if a deaccessioned work is sold or exchanged, 5% of the sale price or exchange value of any work over $1,000 will be given to the artist who created the work, provided that the artist can be located by reasonable means. If the artist cannot be found, the Resale Royalties shall be transferred to the California State Arts Council, a state agency.

D. The Public Art Coordinator will remove acquisition numbers and labels from the artwork and coordinate its physical removal from the City's collection.

E. The Public Art Coordinator will report on the sale or exchange of artwork at the next regularly scheduled meeting of the Public Art Commission, following receipt of all funds or the completion of the sale, exchange, or donation.

F. The Public Art Coordinator will transmit a report informing the City Council of the removal of the artwork from the City's collection.

G. The Public Art Coordinator will maintain a Deaccession File that includes individual folders on each deaccessioned artwork. These files will include all documentation regarding the artwork.

H. Artworks may not be sold, traded, or donated to current employees of the City of Palmdale, their business partners, or their immediate family members. Current elected officials, Palmdale Public Art Commission members, their business partners, and their immediate family members may not buy, receive, or own any artwork which has been deaccessioned from the collection of artworks.

Nothing in these guidelines will limit the City's ability to take appropriate action to protect public health and safety in the event of an emergency.

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PARKS AND RECREATION DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE FIRST AMENDMENT TO AGREEMENT WITH BRIGHTLIFE DESIGNS, LLC, FOR HOLIDAY LIGHT DECORATING SERVICES, INCREASING THE AGREEMENT BY $450,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF $574,000 FOR A TWO-YEAR TERM THROUGH OCTOBER 2, 2026, WITH THE OPTION TO EXTEND ONE ADDITIONAL ONE-YEAR TERM**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve First Amendment to Agreement No. A-9049 with BrightLife Designs, LLC, for holiday light and decorations services, increasing the agreement by $450,000 for a total not to exceed amount of $574,000 for a three-year term through October 2, 2026, with the option to extend one additional one-year term;

2. Authorize the City Manager Pro Tem or his designee to execute the First Amendment to Agreement No. A-9049 with BrightLife Designs, LLC, including minimal and/or non-substantial changes; and,

3. Authorize the City Manager Pro Tem or his designee to exercise the option to extend two additional one-year terms.

BACKGROUND

BrightLife Designs, LLC, a premier provider of commercial lighting and holiday décor, specializes in creating custom holiday light displays, delivering tailor-made designs, professional installation, removal, and complete turnkey services, including storage.

In 2024, a Request for Proposal (RFP) was issued to secure a holiday light and decoration vendor, leading to the selection of BrightLife Designs, LLC. A one-year contract was executed, with an option to extend it to two additional one-year terms.

DISCUSSION

City staff are pleased with the quality and professionalism demonstrated by BrightLife Designs, LLC, in providing holiday lighting and décor for Poncitlán Square during the 2024 holiday season. Their work received positive community feedback, attracting thousands of visitors from Thanksgiving through New Year's. BrightLife Designs incorporated City-owned decorations into the display and worked closely with City maintenance staff to ensure proper power distribution to each installation.

In 2025, BrightLife Designs will expand the holiday display to include décor around the Civic Center and an enhanced presentation within Poncitlán Square. The Parks and Recreation Department will further activate the space with seasonal programming such as a movie night, live music, and pictures with Santa, complementing the expanded display. In addition, as part of America's Semiquincentennial (250th) anniversary on July 4, 2026, BrightLife Designs will install a patriotic display in Poncitlán Square, anticipated to be one of the City's primary attractions for this historic celebration.

FISCAL IMPACT

$450,000; Funds are budgeted in the Measure AV Special Events account. Annual funding necessary for these expenses will be evaluated and approved as part of the City's budget adoption process.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs, and liability to ensure the City's long-term fiscal health.

Goal IV: Maintain a desirable community where everyone wants to live, work, and play.

A. Support opportunities to celebrate rich traditions and diverse cultures in the community.

Prepared by:	Keri Smith, Director of Parks and Recreation
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Agrmt. No. A-9049 First Amendment with BrightLife Designs, LLC.
Agrmt. No. A-9049 BrightLife Designs, LLC.

1ST AMENDMENT TO AGREEMENT A- 9049
BETWEEN THE CITY OF PALMDALE AND BRIGHTLIFE DESIGNS, LLC

This 1st Amendment to Agreement No. A-9049 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and BRIGHTLIFE DESIGNS, LLC (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on October 2, 2024 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

To provide the installation and removal of Holiday lights in Poncitlan Square

WHEREAS, the parties desire to amend the Original Agreement to:

Amend contract to increase contract price and extend contract for one (1) additional year with the option to extend one (1) additional one-year term.

NOW THEREFORE, the parties agree as follows:

1. Section 5 of the Agreement, PRICE, is hereby increased by an additional Four Hundred Fifty Thousand Dollars ($450,000.00) bringing the total amount of the contract to Five Hundred Seventy-Four Thousand Dollars ($574,000.00).

2. Section 4 of the Agreement, CONTRACT TERM is hereby extended for one (1) additional year, commencing on October 2, 2025, with the option to extend one (1) additional one-year term.

3. All other terms and conditions remain in full force and effect.

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Salvador Mendez
City Manager Pro Tem

KS
Signed: 8/20/2025

ADDRESS FOR NOTICE:
CITY OF PALMDALE
827 East Avenue Q-9
Palmdale, CA 93550

APPROVE AS TO FORM:

Alexandra Halfman
City Attorney

ATTEST:

Roxanne Faber
City Clerk

BRIGHTLIFE DESIGNS, LLC:

Joe Castro
Signed: 8/21/2025

Joe Castro
Designer & Project Manager

ADDRESS FOR NOTICE:
BRIGHTLIFE DESIGNS, LLC
16351 Gothard Street, Suite C
Huntington Beach, CA 92647

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2025-08-20 20:16:47 GMT

Secured by Concord™
DocumentID: 030oZ21QBDuLwcjvPy9cf5
SigningID: 030oZ21PaxcvGUNXjA7Qvs
Signing date: 8/20/2025
IP Address: 206.171.111.149
Email: ksmith@cityofpalmdale.org

For
Name
Title



Signed on 2025-08-21 07:17:00 GMT

Secured by Concord™
DocumentID: 030oZ21QBDuLwcjvPy9cf5
SigningID: 030opEZabCfINKGglEaqya
Signing date: 8/21/2025
IP Address: 47.146.187.119
Email: joe@brightlifedesigns.com

concord™
Where agreements happen.

Signed with https://www.concord.app/

AGREEMENT NO. A-9049
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND BRIGHTLIFE DESIGNS, LLC

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and BRIGHTLIFE DESIGNS, LLC, a business in the state of California , (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in this Contract.

NOW THEREFORE, CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1 CITY PROJECT MANAGER

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of Parks and Recreation Director/designee, who shall oversee this Contract, the work performed by CONTRACTOR, assist CONTRACTOR with any necessary information, audit billings, and approve payments. The CONTRACTOR shall channel all contacts and requests through the City project manager.

2 DESCRIPTION OF WORK

2.1 CONTRACTOR shall provide the following services in a manner satisfactory to CITY:

CONTRACTOR shall provide the installation and removal of lights as described in Exhibit A.

2.2 CONTRACTOR shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

2.3 CONTRACTOR shall not accept any change of scope, or change in contract provisions, to this Contract unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

2.4 CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 365 days from the date of acceptance by

CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

2.6 CITY shall provide to CONTRACTOR, without charge, all data, program information, including reports, records, maps, and other information, now in CITY's possession, which may facilitate the timely performance of the work.

3 CONTRACTOR'S KEY PERSONNEL

3.1 **Key Staff.** CITY reserves the right to review and approve CONTRACTOR'S staff including all subcontractors to be assigned to any project by CONTRACTOR during the term of this Contract.

This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.

CONTRACTOR's Team and Key Personnel are as follows:

Joe Castro
Owner

Will Gugerty
Project Management and New Business Development

Jake Smith
Project Manager

This Services Contract has been awarded to CONTRACTOR based on its representation that those personnel and subcontractors submitted as part of its bid and listed above will perform the portions of the work listed above.

CONTRACTOR shall not deviate nor substitute any of these team members without prior written approval by CITY.

3.2 **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.

CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

3.3 **Direct Responsibility.** All services required under this Contract shall be performed by CONTRACTOR, or under CONTRACTOR's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

3.3.1 CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

3.3.2 CONTRACTOR shall be responsible for payment of all CONTRACTOR's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

3.3.3 CONTRACTOR shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONTRACTOR's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

4 CONTRACT TERM

The term of this Contract is ONE (1) YEAR, commencing on the effective date, with CITY reserving the option to extend the agreement for 2 additional terms of one year each.

5 ACCEPTANCE AND DOCUMENTATION

Each task shall be reviewed and approved by the Contract Project Manager to determine acceptable completion.

5.1 **Records**. The CONTRACTOR shall retain and shall contractually require each SUBCONTRACTOR to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract.

5.2 **Property of CITY.** All materials, including reports, computer programs and other deliverables, supplied or created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

5.3 **Products.** All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed One hundred twenty four thousand dollars dollars ($124000.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

CITY shall pay a deposit of $48,935.00 to CONTRACTOR upon the execution of this contract. Remaining balance will be paid to CONTRACTOR at the conclusion of service.

6.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

6.2 CONTRACTOR shall maintain adequate records and shall permit inspection and audit by CITY of CONTRACTOR's charges under this Contract. CONTRACTOR shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONTRACTOR for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONTRACTOR shall retain its records for the time required by such laws.

6.3 **Payment.** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or completion of specified services and receipt of a correct invoice.

7 TAXES

7.1 CONTRACTOR shall pay all sales, consumer, use, and other similar taxes required to be paid by CONTRACTOR in accordance with state and local laws.

7.2 CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONTRACTOR or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

7.3 CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

7.4 When equipment, materials or supplies generally taxable to CONTRACTOR are eligible for a tax exemption due to the nature of the work, CONTRACTOR shall assist the City in applying for and obtaining such tax credits and exemptions, which shall be paid or credited to the City.

8 PATENT FEES AND ROYALTIES

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

9 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter “Indemnified Parties”) for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONTRACTOR, or its subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONTRACTOR and, as applicable, any subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONTRACTOR shall ensure that the contract of any subcontractor working under this agreement contain an indemnity agreement, requiring the subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONTRACTOR shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

10 INSURANCE

10.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 10.8, must be reviewed and accepted by the City Attorney**.

10.1.1 Workers' Compensation and Employer's Liability

- Workers' Compensation -- coverage as required by the State of California
- Employer's Liability
  $1,000,000 each accident
  $1,000,000.00 policy limit bodily injury
  $1,000,000.00 each employee bodily injury by disease

10.1.2 Commercial General Liability

- $1,000,000.00 limit on a per occurrence basis
- $2,000,000.00 general aggregate limit

10.1.3 Commercial Automobile Liability

- $1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

10.2 All of CONTRACTOR's policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty (30) calendar days prior to termination, cancellation, or reduction of coverage in the policy.

10.3 Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: "The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" Clause.

10.4 Promptly upon execution of this Contract, and prior to commencement of any work, CONTRACTOR shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONTRACTOR has the required coverage and showing the required named insured. Within five (5) days of written request from CITY, CONTRACTOR shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

10.5 The requirements as to the types and limits of insurance to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify CONTRACTOR's liabilities and obligations under this Contract.

10.6 Any policy or policies of insurance that CONTRACTOR elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.

10.7 All insurance coverage must be maintained throughout the duration of this Contract.

10.8 Acceptable Proof of Insurance:

10.8.1 ACORD Certificate of Insurance listing all coverage, limits, deductibles and insured; and endorsements for all applicable coverage if agent has authority to issue it; or additional insured Form CG20100704 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

10.8.2 Binders of insurance for all coverage. Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements and a corresponding Certificate of Insurance listing all insurers and coverage must be submitted to the City Attorney.

10.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONTRACTOR fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

10.10 CONTRACTOR shall require any and all subcontractors working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of CONTRACTOR shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 10 will not be impacted and/or limited by such deviation.

11 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes,

programs and other supplies and materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

12 TERMINATION FOR CAUSE

If CITY determines that CONTRACTOR has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, CITY shall give written notice to CONTRACTOR specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for CITY's dissatisfaction and suggest corrective measures. If, after thirty days, CONTRACTOR has failed to implement appropriate corrective measures, CITY may elect to terminate this Contract in whole or in part.

12.1 In the event CITY terminates this Contract, in whole or in part, for cause, CITY may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

12.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to complete the services. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

12.3 If, after notice of termination of the Contract under the provisions of this Section 12, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 11.

13 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONTRACTOR arising out of or relating to this Contract or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

14 OWNERSHIP OF PRODUCT

All product, data, documents, programs and software including, but not limited to, research, field notes, investigations, analysis, studies, processes, software, instructions for use and other manuals, whether complete or incomplete, which are prepared or produced in the performance of this Contract are to be, and remain the property of CITY and shall be delivered to or left with CITY upon the completion or termination of this Agreement. CONTRACTOR shall furnish CITY, upon its request, originals and reproducible and electronic copies of product, data reports, studies and of all other documents listed above. Electronic copies shall be provided in an unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary.

15 DELEGATION AND ASSIGNMENT

15.1 CONTRACTOR shall not delegate or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONTRACTOR from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval.

15.2 Any assignment, delegation or subcontract shall be made in the name of CONTRACTOR and shall not bind or purport to bind CITY and shall not release CONTRACTOR from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONTRACTOR under this Contract.

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

16.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status . Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16.2 The provisions of subsection 16.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

17 FINANCIAL INTEREST CERTIFICATION

17.1 CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONTRACTOR's firm.

17.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

18 CONFLICT OF INTEREST

18.1 CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONTRACTOR to be "financial interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

18.2 CONTRACTOR shall not employ any City official or employee to perform any work required pursuant to this Contract.

18.3 To the extent required by the City Manager or his designee, CONTRACTOR shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

19 COMPLIANCE WITH LAW

19.1 CONTRACTOR shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If CONTRACTOR uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONTRACTOR.

19.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

19.3 If applicable, CONTRACTOR acknowledges and understands it must comply with the prevailing wage requirements as set forth in Exhibit “A” attached hereto and incorporated herein by reference, as well as the execution of a Worker’s Compensation Certificate attached hereto as Exhibit “B” and incorporated herein by reference.

20 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

21 ENTIRE AGREEMENT AND AMENDMENTS

21.1 This Contract is the complete Agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

21.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONTRACTOR hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

21.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party’s right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

22 ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Ronda Perez
Signed: 10/2/2024

Ronda Perez
City Manager

KS
Signed: 9/27/2024

ADDRESS FOR NOTICE:
CITY OF PALMDALE
827 East Avenue Q-9
Palmdale, CA 93550

BRIGHTLIFE DESIGNS, LLC:

Joe Castro
Signed: 9/27/2024

Joe Castro
Designer & Project Manager

ADDRESS FOR NOTICE:
BRIGHTLIFE DESIGNS, LLC
16351 Gothard Street, Suite C
Huntington Beach, CA 92647

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 10/1/2024

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Signed: 10/2/2024

Roxanne Faber
City Clerk

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2024-09-27 01:10:02 GMT

Secured by Concord™
DocumentID: 02xnj1cYo2b9jHCA4E1X5t
SigningID: 02xnj1cYhzsu65RzkzKOrS
Signing date: 9/27/2024
IP Address: 206.171.111.149
Email: ksmith@cityofpalmdale.org

For
Name
Title



Signed on 2024-09-27 01:34:31 GMT

Secured by Concord™
DocumentID: 02xnj1cYo2b9jHCA4E1X5t
SigningID: 02xnjcrPAsSrAcU8ZXhebP
Signing date: 9/27/2024
IP Address: 47.146.182.231
Email: joe@brightlifedesigns.com

For
Name
Title



Signed on 2024-10-01 16:30:23 GMT

Secured by Concord™
DocumentID: 02xnj1cYo2b9jHCA4E1X5t
SigningID: 02xqMy2LBTXlUBJLKbLHvz
Signing date: 10/1/2024
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

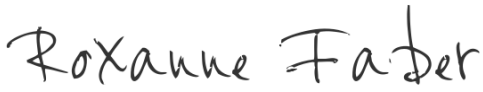
For
Name
Title



Signed on 2024-10-02 01:24:22 GMT

Secured by Concord™
DocumentID: 02xnj1cYo2b9jHCA4E1X5t
SigningID: 02xqa4WD4ZeJdEyw22KVP6
Signing date: 10/2/2024
IP Address: 108.147.154.19
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed on 2024-10-02 16:38:58 GMT

Secured by Concord™
DocumentID: 02xnj1cYo2b9jHCA4E1X5t
SigningID: 02xqwW8G0c9xThKllvxjTd
Signing date: 10/2/2024
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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Where agreements happen.

Signed with www.concordnow.com

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
INNOVATION & ENVIRONMENTAL DIVISION

DISTRICT: **ALL**

SUBJECT: **ENERGY FOR PALMDALE'S INDEPENDENT CHOICE (EPIC) 2024 POWER SOURCE DISCLOSURE ATTESTATION**

RECOMMENDATION

Staff recommend that the City Council:

1. Formally attest to the accuracy of the information included in the 2024 Annual Power Source Disclosure Report prepared based on the California Choice Energy Authority's (CalChoice) technical review for the EPIC Community Choice Aggregation (CCA) program.

BACKGROUND

EPIC is required to submit this staff report and related meeting minutes to the California Energy Commission (CEC) per Power Source Disclosure Program regulations to demonstrate compliance. For the 2024 reporting cycle, CEC staff will generate the Power Content Labels (PCLs) on behalf of retail suppliers, including EPIC. CEC staff aim to provide the 2024 PCLs to retail suppliers by mid-September 2025. The requirement for retail suppliers to provide the PCL to the CEC by October 1, 2025, will be considered fulfilled without additional action. EPIC will be required to display the 2024 PCL on its website by October 1, 2025, and provide written promotional materials to its customers by December 31, 2025.

To fulfill its Power Source Disclosure Program reporting obligations for 2024, EPIC, as a public agency, must provide the CEC with the City Council's attestation regarding the accuracy of information included in the annual Power Source Disclosure Report.

DISCUSSION

California Public Utilities Code requires all retail sellers of electric energy, including EPIC, to disclose "accurate, reliable, and simple-to-understand information on sources

of energy" that are delivered to their respective customers via an annual PCL. The PCL is analogous to a nutrition label, conveying information regarding the various power sources/products that are procured on behalf of each retail electricity customer. Each of California's retail electricity sellers, including EPIC, will have unique PCLs based on internally adopted procurement policies, statutory procurement mandates, and related power purchases that were completed during the reporting year.

The PCL format is highly prescriptive, offering little flexibility to retail sellers when presenting such information to customers. The CEC administers these requirements under California's Power Source Disclosure Program. Information presented in each PCL includes the proportionate share of total energy supply related to specific fuel sources/resource categories, including both renewable and conventional generating technologies.

An emission factor for each retail service offering, as calculated using the CEC's prescribed methodology, is also provided in the PCL. If a retail seller procures a certain percentage of its energy requirements from the market at large (meaning, sources of power that cannot be traced back to a specific generator), the PCL must identify such purchases as "unspecified sources of power." It is common for most retail electricity sellers to utilize "unspecified power."

In accordance with statewide mandates and internally adopted planning targets, EPIC procured a substantial portion of its electric energy supply from generating resources utilizing various renewable fuel sources in 2024. Renewable fuel sources may include biomass & waste, hydroelectricity, solar, geothermal and wind.

For EPIC Power customers, please note that 47% of total energy supply was sourced from RPS-eligible (CEC certified) renewable energy resources in 2024. For EPIC Power 100, 100% of the energy delivered was sourced from renewable energy resources.

While developing EPIC's data for the 2024 PCL, CalChoice and its technical consultants performed a detailed review of all power purchases completed for the 2024 calendar year. The review performed by CalChoice and its technical consultants found no inaccuracies or inconsistencies in such information, which was subsequently entered in EPIC's annual Power Source Disclosure report.

To fulfill its attestation requirements for 2024, Council is being asked to provide an attestation covering EPIC's Annual Report.

Consistent with applicable regulations, all customers currently enrolled in the EPIC program will receive the 2024 PCL via electronic communication or U.S. mail on or before December 31, 2025. Additionally, the 2024 PCL will be displayed on the EPIC website by October 1, 2025.

Based on reviews previously completed by staff and CalChoice's technical consultants, staff request that the City Council provide the requisite attestation at this time. Upon approval, a copy of this staff report and related meeting minutes will be forwarded to the CEC, thereby completing EPIC's attestation requirements under California's Power Source Disclosure Program for the 2024 calendar year.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal I: Maintain effective public safety and protection for life, property, and the environment.

C. Use a variety of methods to communicate timely, useful, and trusted information about city programs, services, and policies.

Goal III: Invest in infrastructure to improve community livability.

B. Implement and administer environmentally sustainable programs.

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENT

EPIC 2024 Power Source Disclosure Annual Report

2024 POWER SOURCE DISCLOSURE ANNUAL REPORT
For the Year Ending December 31, 2024

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME
City of Palmdale d/b/a "Energy for Palmdale's Independent Choice"

CONTACT INFORMATION	
NAME	Kirby Dusel
TITLE	Consultant
MAILING	1839 Iron Point Road, Suite 120
CITY, STATE, ZIP	Folsom, CA 95630
PHONE	916-936-3300
EMAIL	kirby@pacificea.com
WEBSITE URL FOR PCL POSTING	https://palmdaleepicenergy.com/

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name and contact information above.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation California Energy Commission's website.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.

Annual Data

Instructions:

1. Enter the electricity portfolio name in cell O25 and additional electricity portfolio names as needed in cells P25-V25.
2. Enter information about all power procurements and retail sales. Insert additional rows as needed. All fields in white should be filled out. Fields in grey auto-populate as needed and should not be filled out.
3. For all specified purchases, enter the facility name, fuel type, state or province, WREGIS ID of REC source, RPS ID of REC source, EIA ID of delivered energy, gross MWhs procured, and specified resales MWhs.
4. For firmed-&-shaped procurements specifically, enter all fields from step 3. Additionally, enter the EIA ID of the substitute power in the "EIA ID of delivered energy" field and select "Yes" in the "Firmed-&-Shaped Resource?" field. If the associated GHG emissions are eligible for firmed-&-shaped grandfathering, select "Yes" in th
5. Proxy EIA IDs for unspecified power and specified system mixes from asset-controlling suppliers have been provided. Enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable.
6. Proxy EIA IDs for aggregated reporting of WAPA CVP or PCIA resoures; Enter "CVP", "PCIA Solar", "PCIA Wind", "PCIA Eligible Hydro", or "PCIA Large Hydro" as applicable.
7. Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in the individual electricity portfolio tables to the right after all specified resources have been allocated.
8. Allocate net MWhs procured to each electricity portfolio until the loads are balanced across each portfolio. If the total Net MWhs Procured exceeds the total retail sales of all portfolios, allocate only enough MWh to meet the retail sales of each portfolio.

Over allocation check	✓
Under allocation check	✓
Coal check	✓
Negative oversupply check	✓

													Retail Sales	243.307	492150.933	
													Unmet Load	0	277276	0

Facility Name	Fuel Type	State or Province	WREGIS ID of REC source	RPS ID of REC source	EIA ID of delivered energy	Gross MWhs Procured	Specified Resales MWhs	Net MWhs Procured	Firmed & Shaped Resource?	Eligible for Firmed & Shaped Grandfathering?	Total EF (MT CO_2e/MWh)	Total GHGs	PCL EF (MT CO_2e/MWh)	EPIC Power100	EPIC Power	Electricity Portfolio #3 Name	Electricity Portfolio #4 Name
67RK 8ME, LLC - Redcrest Solar Farm	Solar	CA	W4780	62642A	58831	172		172			0.0000		0.0000		172		
Adelanto Solar II, LLC - Adelanto Solar	Solar	CA	W4683	62640A	59440	100		100			0.0000		0.0000		100		
Adelanto Solar, LLC - Adelanto Solar, L	Solar	CA	W4758	62639A	59441	365		365			0.0000		0.0000		365		
Adera Solar, LLC - Adera Solar, LLC	Solar	CA	W4836	61388A	60027	119		119			0.0000		0.0000		119		
Adobe Solar, LLC - Adobe Solar, LLC	Solar	CA	W4119	61427A	57651	263		263			0.0000		0.0000		263		
Algonquin SKIC 10 Solar, LLC - Algond	Solar	CA	W5392	62879A	60242	102		102			0.0000		0.0000		102		
Alta Wind I - Alta Wind I	Wind	CA	W1727	60794A	57282	2847		2847			0.0000		0.0000		2847		
Alta Wind II - Alta Wind II	Wind	CA	W1841	60795A	57291	2388		2388			0.0000		0.0000		2388		
Alta Wind III - Alta Wind III	Wind	CA	W1842	61092A	57292	2379		2379			0.0000		0.0000		2379		
Alta Wind IV - Alta Wind IV	Wind	CA	W2013	61093A	57293	1268		1268			0.0000		0.0000		1268		
Alta Wind IX - Alta 9	Wind	CA	W2904	61808A	P346	1545		1545			0.0000		0.0000	61.307	1484		
Alta Wind V - Alta Wind V	Wind	CA	W2068	61094A	57294	1889		1889			0.0000		0.0000		1889		
Alta Wind VII - Alta 7	Wind	CA	W2905	61807A	P345	2033		2033			0.0000		0.0000		2033		
Alta Wind VIII - Alta Wind VIII	Wind	CA	W2483	61288A	57835	1471		1471			0.0000		0.0000		1471		
Alta Wind X, LLC - Alta Wind X, LLC	Wind	CA	W3537	62244A	58394	2595		2595			0.0000		0.0000		2595		
Alta Wind XI, LLC - Alta Wind XI, LLC	Wind	CA	W3538	62245A	58395	1763		1763			0.0000		0.0000		1763		
American Kings Solar Project - Americ	Solar	CA	W11005	61600A	60777	2265		2265			0.0000		0.0000		2265		
American Solar Greenworks, LLC - Sur	Solar	CA	W4524	61506A	58757	69		69			0.0000		0.0000		69		
Bishop Creek 2 - Bishop Creek - Unit 3	Eligible Hydroelectric	CA	W545	60444A	323	35		35			0.0000		0.0000		35		
Bishop Creek 2 - Bishop Creek 2	Eligible Hydroelectric	CA	W320	60444A	323	37		37			0.0000		0.0000		37		
Bishop Creek 2 - Bishop Creek 2 - Unit	Eligible Hydroelectric	CA	W544	60444A	323	37		37			0.0000		0.0000		37		
Bishop Creek 3 - Bishop Creek 3	Eligible Hydroelectric	CA	W321	60446A	324	133		133			0.0000		0.0000		133		
Bishop Creek 4 - Bishop Creek 4	Eligible Hydroelectric	CA	W322	60447A	325	32		32			0.0000		0.0000		32		
Bishop Creek 4 - Bishop Creek 4 - Unit	Eligible Hydroelectric	CA	W548	60447A	325	32		32			0.0000		0.0000		32		
Bishop Creek 4 - Bishop Creek 4 - Unit	Eligible Hydroelectric	CA	W549	60447A	325	64		64			0.0000		0.0000		64		
Bishop Creek 4 - Bishop Creek 4 - Unit	Eligible Hydroelectric	CA	W550	60447A	325	70		70			0.0000		0.0000		70		
Bishop Creek 4 - Bishop Creek 4 - Unit	Eligible Hydroelectric	CA	W551	60447A	325	64		64			0.0000		0.0000	60	4		
Bishop Creek 5 - Bishop Creek 5	Eligible Hydroelectric	CA	W323	60448A	326	39		39			0.0000		0.0000		39		
Bishop Creek 5 - Bishop Creek 5 - Unit	Eligible Hydroelectric	CA	W552	60448A	326	50		50			0.0000		0.0000		50		
Bishop Creek 6 - Bishop Creek 6	Eligible Hydroelectric	CA	W324	60449A	327	68		68			0.0000		0.0000		68		
Blythe Solar II, LLC - Blythe Solar II, LL	Solar	CA	W5072	63129A	60092	633		633			0.0000		0.0000	122	511		
Blythe Solar II, LLC - Blythe Solar II, LL	Solar	CA	W5073	63129A	60092	647		647			0.0000		0.0000		647		
Blythe Solar II, LLC - Blythe Solar II, LL	Solar	CA	W5222	63129A	60092	613		613			0.0000		0.0000		613		
Blythe Solar II, LLC - Blythe Solar II, LL	Solar	CA	W5248	63129A	60092	496		496			0.0000		0.0000		496		
Blythe Solar III, LLC - Blythe Solar III, L	Solar	CA	W10157	63130A	60094	2517		2517			0.0000		0.0000		2517		
Borden Solar Farm - Borden Solar Farr	Solar	CA	W10139	61829A	59531	789		789			0.0000		0.0000		789		
Broadview Energy KW, LLC - BEKW	Wind	NM	W5278	62643A	60152	3956		3956			0.0000		0.0000		3956		
Broadview Energy, JN LLC - BEJN	Wind	NM	W5277	63162A	60145	4993		4993			0.0000		0.0000		4993		
California PV Energy at Jurupa - Califo	Solar	CA	W3924	62287A	58582	18		18			0.0000		0.0000		18		
Camanche - Camanche 1,2,&3	Eligible Hydroelectric	CA	W243	60535A	537	4526		4526			0.0000		0.0000		4526		
Cape Scott Wind - Cape Scott Wind	Wind	BC	W3959	60600A	P149	5426		5426			0.0000		0.0000		5426		
Catalina Solar 2, LLC - Catalina Solar 2	Solar	CA	W4263	62428A	59334	362		362			0.0000		0.0000		362		
CED Atwell Island West - CED Atwell Is	Solar	CA	W4691	62468A	59414	320		320			0.0000		0.0000		320		
CED Corcoran Solar 2, LLC - CED Cor	Solar	CA	W4681	61820A	59413	310		310			0.0000		0.0000		310		
CED Ducor Solar 1, LLC - CED Ducor	Solar	CA	W5350	62882A	60078	237		237			0.0000		0.0000		237		
CED Ducor Solar 2, LLC - CED Ducor	Solar	CA	W5351	62881A	60079	239		239			0.0000		0.0000		239		
CED Ducor Solar 3, LLC - CED Ducor	Solar	CA	W5353	62884A	60080	270		270			0.0000		0.0000		270		
CED Ducor Solar 4, LLC - CED Ducor	Solar	CA	W5352	62883A	60081	356		356			0.0000		0.0000		356		

CED Wistaria Solar, LLC - Wistaria Ra	Solar	CA	W7130	62623A	61750	2128		2128			0.0000		0.0000		2128		
Central Antelope Dry Ranch C, LLC - C	Solar	CA	W5006	61324A	59963	221		221			0.0000		0.0000		221		
Citizen Solar B, LLC - Citizen Solar B	Solar	CA	W4840	61488A	62052	26		26			0.0000		0.0000		26		
Copper Mountain Solar 4 - Copper Mou	Solar	NV	W5023	62662A	59814	1456		1456			0.0000		0.0000		1456		
Coronal Lost Hills, LLC - Coronal Lost	Solar	CA	W4631	62235A	59638	258		258			0.0000		0.0000		258		
Desert Stateline LLC - Stateline Solar,	Solar	CA	W4849	60936A	58646	521		521			0.0000		0.0000		521		
Desert Stateline LLC - Stateline Solar,	Solar	CA	W4881	60936A	58646	521		521			0.0000		0.0000		521		
Desert Stateline LLC - Stateline Solar,	Solar	CA	W4882	60936A	58646	468		468			0.0000		0.0000		468		
Desert Stateline LLC - Stateline Solar,	Solar	CA	W4914	60936A	58646	521		521			0.0000		0.0000		521		
Desert Stateline LLC - Stateline Solar,	Solar	CA	W4946	60936A	58646	521		521			0.0000		0.0000		521		
Desert Stateline LLC - Stateline Solar,	Solar	CA	W4965	60936A	58646	521		521			0.0000		0.0000		521		
Desert Stateline LLC - Stateline Solar,	Solar	CA	W5021	60936A	58646	342		342			0.0000		0.0000		342		
Desert Stateline LLC - Stateline Solar,	Solar	CA	W5067	60936A	58646	178		178			0.0000		0.0000		178		
Desert Stateline LLC - Stateline Solar,	Solar	CA	W5068	60936A	58646	468		468			0.0000		0.0000		468		
Desert Sunlight 250 - Desert Sunlight 2	Solar	CA	W3965	60940A	58542	598		598			0.0000		0.0000		598		
Desert Sunlight 250 - Desert Sunlight 2	Solar	CA	W3966	60940A	58542	598		598			0.0000		0.0000		598		
Desert Sunlight 250 - Desert Sunlight 2	Solar	CA	W4097	60940A	58542	405		405			0.0000		0.0000		405		
Desert Sunlight 250 - Desert Sunlight 2	Solar	CA	W4098	60940A	58542	212		212			0.0000		0.0000		212		
Desert Sunlight 250 - Desert Sunlight 2	Solar	CA	W4189	60940A	58542	444		444			0.0000		0.0000		444		
Desert Sunlight 250 - Desert Sunlight 2	Solar	CA	W4453	60940A	58542	386		386			0.0000		0.0000		386		
Desert Sunlight 250 - Desert Sunlight 2	Solar	CA	W3884	60940A	58542	1177		1177			0.0000		0.0000		1177		
DG Solar Lessee II, LLC - E Philadelph	Solar	CA	W4926	62721A	59916	10		10			0.0000		0.0000		10		
Dokie Wind - Dokie Wind	Wind	BC	W1992	61360A	P150	3858		3858			0.0000		0.0000		3858		
Edom Hills Project 1, LLC - Edom Hills	Wind	CA	W517	60391A	50553	2565		2565			0.0000		0.0000		2565		
El Cabo Wind - El Cabo Wind	Wind	NM	W5788	62786A	58098	7798		7798			0.0000		0.0000		7798		
Fontana - Fontana	Eligible Hydroelectric	CA	W326	60451A	332	57		57			0.0000		0.0000		57		
Fraser Lake Biomass - Fraser Lake Bio	Biomass & Biogas	BC	W5314	64690A	P388	2		2			1.0539	2	0.1795		2		
Freeway Springs, LLC - Freeway Sprin	Solar	CA	W5385	63031A	60183	21		21			0.0000		0.0000		21		
FTS Master Tenant 1, LLC - A - FTS M	Solar	CA	W4180	61318A	58761	32		32			0.0000		0.0000		32		
FTS Master Tenant 1, LLC - B - FTS M	Solar	CA	W4181	61319A	58762	29		29			0.0000		0.0000		29		
Garnet Solar Power Generation Station	Solar	CA	W4506	61182A	58528	58		58			0.0000		0.0000		58		
Golden Solar, LLC - Dulles - Golden So	Solar	CA	W5227	63030A	60182	17		17			0.0000		0.0000		17		
Golden Springs Building F, LLC - Gold	Solar	CA	W5479	63032A	60151	16		16			0.0000		0.0000		16		
Golden Springs Development Compan	Solar	CA	W4609	62745A	58913	16		16			0.0000		0.0000		16		
Golden Springs Development Compan	Solar	CA	W4610	62746A	58912	17		17			0.0000		0.0000		17		
Golden Springs Development Compan	Solar	CA	W5480	63033A	60153	14		14			0.0000		0.0000		14		
Golden Springs Development Compan	Solar	CA	W5481	63034A	60154	7		7			0.0000		0.0000		7		
Great Valley Solar 3, LLC - RE Tranqui	Solar	CA	W5866	63281A	59939	374		374			0.0000		0.0000		374		
Hayworth Solar - Hayworth Solar	Solar	CA	W4719	62744A	59009	1209		1209			0.0000		0.0000		1209		
Highlander Solar 1, LLC - Highlander S	Solar	CA	W3663	61157A	58234	224		224			0.0000		0.0000		224		
Highlander Solar 2, LLC - Highlander S	Solar	CA	W3664	61158A	58227	166		166			0.0000		0.0000		166		
Imperial Valley Solar 3, LLC - Mount S	Solar	CA	W7036	61649A	61202	4150		4150			0.0000		0.0000		4150		
Jacumba Solar, LLC - Jacumba Solar F	Solar	CA	W5601	63057A	60947	332		332			0.0000		0.0000		332		
Kaweah 2 - Kaweah 2	Eligible Hydroelectric	CA	W328	60453A	336	9		9			0.0000		0.0000		9		
Kern River 1 - Kern River 1	Eligible Hydroelectric	CA	W330	60455A	340	1259		1259			0.0000		0.0000		1259		
Lancaster Dry Farm Ranch B, LLC - La	Solar	CA	W4418	61315A	58750	54		54			0.0000		0.0000		54		
Lancaster Little Rock C LLC - Lancaste	Solar	CA	W4492	61311A	59262	22		22			0.0000		0.0000		22		
Lone Valley Solar Park I, LLC - Lone V	Solar	CA	W4427	61458A	58417	163		163			0.0000		0.0000		163		
Lone Valley Solar Park II, LLC - Lone V	Solar	CA	W4428	61452A	59237	340		340			0.0000		0.0000		340		
Longboat Solar, LLC - Longboat Solar,	Solar	CA	W5306	62805A	60485	289		289			0.0000		0.0000		289		
Lundy - Lundy	Eligible Hydroelectric	CA	W331	60456A	342	24		24			0.0000		0.0000		24		
Lundy - Lundy - Unit 2	Eligible Hydroelectric	CA	W560	60456A	342	24		24			0.0000		0.0000		24		
Lytle Creek - Lytle Creek	Eligible Hydroelectric	CA	W391	60457A	P348	13		13			0.0000		0.0000		13		
Master Development - Corona, CA (13	Solar	CA	W3497	61735A	P306	6		6			0.0000		0.0000		6		
Maverick Solar, LLC - Maverick Solar,	Solar	CA	W10973	63321A	62178	2615		2615			0.0000		0.0000		2615		
McCoy Solar, LLC - Genesis McCoy So	Solar	CA	W4935	62091A	58462	760		760			0.0000		0.0000		760		
McCoy Solar, LLC - Genesis McCoy So	Solar	CA	W4936	62091A	58462	380		380			0.0000		0.0000		380		
McCoy Solar, LLC - Genesis McCoy So	Solar	CA	W5016	62091A	58462	349		349			0.0000		0.0000		349		
McCoy Solar, LLC - Genesis McCoy So	Solar	CA	W4763	62091A	58462	570		570			0.0000		0.0000		570		
McCoy Solar, LLC - Genesis McCoy So	Solar	CA	W4826	62091A	58462	570		570			0.0000		0.0000		570		
McCoy Solar, LLC - Genesis McCoy So	Solar	CA	W4827	62091A	58462	489		489			0.0000		0.0000		489		
McCoy Solar, LLC - Genesis McCoy So	Solar	CA	W4879	62091A	58462	760		760			0.0000		0.0000		760		
McCoy Solar, LLC - Genesis McCoy So	Solar	CA	W4630	62091A	58462	662		662			0.0000		0.0000		662		
Meikle Wind - Meikle Wind	Wind	BC	W5189	63268A	P151	2084		2084			0.0000		0.0000		2084		
Mesquite Solar 2, LLC - Mesquite Sola	Solar	AZ	W5299	62664A	60307	1925		1925			0.0000		0.0000		1925		
Mill Creek 3 - Mill Creek 3 - Unit 3	Eligible Hydroelectric	CA	W332	60459A	7147	23		23			0.0000		0.0000		23		
Mill Creek 3 - Mill Creek 3 - Unit 4	Eligible Hydroelectric	CA	W555	60459A	7147	23		23			0.0000		0.0000		23		
Mill Creek 3 - Mill Creek 3 - Unit 5	Eligible Hydroelectric	CA	W556	60459A	7147	23		23			0.0000		0.0000		23		
Moose Lake Wind - Moose Lake Wind	Wind	BC	W7518	64287A	P152	263		263			0.0000		0.0000		263		
Mound Solar Partnership XI, LLC - Ant	Solar	CA	W5744	63713A	60085	33		33			0.0000		0.0000		33		
Mount Signal Solar Farm II - Mount Sig	Solar	CA	W7762	61648A	61353	2824		2824			0.0000		0.0000		2824		
Mustang Hills, LLC - Mustang Hills, LL	Wind	CA	W2482	61287A	57833	2012		2012			0.0000		0.0000		2012		
Narrows No. 1 Powerhouse - Narrows	Eligible Hydroelectric	CA	W363	60052A	262	4547		4547			0.0000		0.0000		4547		
Nicolis, LLC - Nicolis Solar PV Plant	Solar	CA	W5131	61667A	59600	262		262			0.0000		0.0000		262		
North Lancaster Ranch, LLC - North La	Solar	CA	W5386	61538A	59962	247		247			0.0000		0.0000		247		
North Rosamond Solar, LLC - North Ro	Solar	CA	W7426	62290A	59879	2729		2729			0.0000		0.0000		2729		
NRG Solar Oasis LLC - Oasis Solar	Solar	CA	W4700	62514A	59528	357		357			0.0000		0.0000		357		
Oltmans SCE at Champagne - Californ	Solar	CA	W3923	62292A	58581	11		11			0.0000		0.0000		11		
Ontario 1 - Ontario 1	Eligible Hydroelectric	CA	W393	60460A	P350	16		16			0.0000		0.0000		16		
Ontario 2 - Ontario 2	Eligible Hydroelectric	CA	W394	60461A	P351	9		9			0.0000		0.0000		9		
Orion Solar II, LLC - Orion Solar II, LL	Solar	CA	W4186	61571A	58721	130		130			0.0000		0.0000		130		
Ormat Dixie Valley, LLC - Ormat Dixie	Geothermal	NV	W334	60313A	52015	2043		2043			0.0242	49	0.0000		2043		
Ormat Dixie Valley, LLC - Ormat Dixie	Geothermal	NV	W7146	60313A	52015	195		195			0.0242	5	0.0000		195		
Panoche Valley Solar - Panoche Valley	Solar	CA	W5851	60858A	57340	852		852			0.0000		0.0000		852		
Panoche Valley Solar - Panoche Valley	Solar	CA	W7275	60858A	57340	598		598			0.0000		0.0000		598		

Panoche Valley Solar - Phase 2	Solar	CA	W7186	60858A	57340	474		474			0.0000		0.0000		474		
Pardee - Pardee 1	Eligible Hydroelectric	CA	W233	60536A	376	3435		3435			0.0000		0.0000		3435		
Pardee - Pardee 2	Eligible Hydroelectric	CA	W241	60536A	376	3480		3480			0.0000		0.0000		3480		
Pardee - Pardee 3	Eligible Hydroelectric	CA	W242	60536A	376	3939		3939			0.0000		0.0000		3939		
Park Meridian 1 - Kona Solar, LLC - Pa	Solar	CA	W4577	62502A	59539	17		17			0.0000		0.0000		17		
Pennask Wind Farm - Pennask Wind F	Wind	BC	W5499	64015A	P153	259		259			0.0000		0.0000		259		
Poole - Poole	Eligible Hydroelectric	CA	W338	60462A	353	149		149			0.0000		0.0000		149		
Portal - Portal	Eligible Hydroelectric	CA	W339	60463A	354	124		124			0.0000		0.0000		124		
Portal Ridge Solar B, LLC - Portal Ridg	Solar	CA	W5546	62835A	60310	323		323			0.0000		0.0000		323		
Porterville - SPVP042 - Porterville - SP	Solar	CA	W1977	61241A	58309	50		50			0.0000		0.0000		50		
Pumpjack Solar - Pumpjack Solar	Solar	CA	W4413	61368A	59322	317		317			0.0000		0.0000		317		
Quality Wind - Quality Wind	Wind	BC	W3160	62247A	P154	2816		2816			0.0000		0.0000		2816		
Rancho Cucamonga Distribution Cente	Solar	CA	W4579	62498A	59540	20		20			0.0000		0.0000		20		
RE Adams East, LLC - RE Adams Eas	Solar	CA	W4344	61266A	58984	269		269			0.0000		0.0000		269		
RE Columbia 3 LLC - RE Columbia 3 L	Solar	CA	W3898	61162A	58502	159		159			0.0000		0.0000		159		
RE Garland A - Garland A	Solar	CA	W5005	62818A	60386	402		402			0.0000		0.0000		402		
RE Rio Grande, LLC - RE Rio Grande,	Solar	CA	W3896	60823A	58500	71		71			0.0000		0.0000		71		
RE Rosamond Two LLC - RE Rosamo	Solar	CA	W3899	60856A	58499	316		316			0.0000		0.0000		316		
RE Tranquillity - RE Tranquillity	Solar	CA	W4898	61269A	59939	3459		3459			0.0000		0.0000		3459		
RE Victor Phelan Solar One LLC - RE	Solar	CA	W3897	60838A	58202	293		293			0.0000		0.0000		293		
Regulus Solar, LLC - Regulus Solar, LL	Solar	CA	W4387	61428A	57650	1018		1018			0.0000		0.0000		1018		
Rio Bravo Solar I - Rio Bravo Solar I	Solar	CA	W5346	61369A	59249	361		361			0.0000		0.0000		361		
Rio Bravo Solar II - Rio Bravo Solar II	Solar	CA	W5371	62716A	59250	351		351			0.0000		0.0000		351		
Rising Tree Wind Farm III LLC - Rising	Wind	CA	W4612	62469A	59236	2011		2011			0.0000		0.0000		2011		
Rising Tree Wind Farm LLC - Rising Tr	Wind	CA	W4444	62425A	57621	2093		2093			0.0000		0.0000		2093		
Rush Creek - Rush Creek	Eligible Hydroelectric	CA	W340	60464A	357	131		131			0.0000		0.0000		131		
Rush Creek - Rush Creek - Unit 2	Eligible Hydroelectric	CA	W557	60464A	357	161		161			0.0000		0.0000		161		
SEPV Mojave West, LLC - SEPV Moja	Solar	CA	W5047	61156A	59740	454		454			0.0000		0.0000		454		
SEPV Palmdale East, LLC - SEPV Pal	Solar	CA	W4713	61154A	59273	212		212			0.0000		0.0000		212		
SEPV Sierra - SEPV Sierra	Solar	CA	W11506	63160A	64611	1544		1544			0.0000		0.0000		1544		
Shiloh I Wind Project - Shiloh I Wind P	Wind	CA	W231	60488A	56362	1450		1450			0.0000		0.0000		1450		
Shinish Creek Wind Farm - Shinish Cr	Wind	BC	W5500	64041A	P160	292		292			0.0000		0.0000		292		
Sierra - Sierra	Eligible Hydroelectric	CA	W390	60467A	P352	19		19			0.0000		0.0000		19		
Sierra Pacific Sonora - Sierra Pacific S	Biomass & Biogas	CA	W852	60576A	54517	87		87			3.6356	316	0.0784		87		
Sierra Solar Greenworks - Sierra Solar	Solar	CA	W4811	61334A	59431	325		325			0.0000		0.0000		325		
Silver State Solar Power South, Block 1	Solar	NV	W4876	61050A	58644	1363		1363			0.0000		0.0000		1363		
Silver State Solar Power South, LLC - S	Solar	NV	W4829	61050A	58644	552		552			0.0000		0.0000		552		
Silver State Solar Power South, LLC - S	Solar	NV	W4878	61050A	58644	746		746			0.0000		0.0000		746		
Silver State Solar Power South, LLC - S	Solar	NV	W4947	61050A	58644	733		733			0.0000		0.0000		733		
Silver State Solar Power South, LLC - S	Solar	NV	W4966	61050A	58644	584		584			0.0000		0.0000		584		
Silver State Solar Power South, LLC - S	Solar	NV	W5063	61050A	58644	1215		1215			0.0000		0.0000		1215		
Silver State Solar Power South, LLC - S	Solar	NV	W5064	61050A	58644	21		21			0.0000		0.0000		21		
Solar Partners I, LLC - Ivanpah 2	Solar	CA	W4025	62274A	57073	2183		2183			0.0894	195	0.0894		2183		
Solar Star California XIII, LLC - Quinto	Solar	CA	W4825	61362A	59339	2119		2119			0.0000		0.0000		2119		
Solar Star California XIX, LLC - AVS1 S	Solar	CA	W4641	61363A	58388	1233		1233			0.0000		0.0000		1233		
Solar Star California XIX, LLC - AVS1 S	Solar	CA	W4562	61363A	58388	1233		1233			0.0000		0.0000		1233		
Solar Star California XIX, LLC - AVS1 S	Solar	CA	W4393	61363A	58388	1336		1336			0.0000		0.0000		1336		
Solar Star California XIX, LLC - AVS1 S	Solar	CA	W4678	61363A	58388	550		550			0.0000		0.0000		550		
Solar Star California XIX, LLC - AVS1 S	Solar	CA	W4064	61363A	58388	867		867			0.0000		0.0000		867		
Solar Star California XIX, LLC - AVS1 S	Solar	CA	W4392	61363A	58388	342		342			0.0000		0.0000		342		
Solar Star California XIX, LLC - AVS1 S	Solar	CA	W4099	61363A	58388	1496		1496			0.0000		0.0000		1496		
Solar Star California XX, LLC - AVS 2 S	Solar	CA	W4243	61364A	58389	1298		1298			0.0000		0.0000		1298		
Solar Star California XX, LLC - AVS 2 S	Solar	CA	W4457	61364A	58389	983		983			0.0000		0.0000		983		
Solar Star California XX, LLC - AVS 2 S	Solar	CA	W4458	61364A	58389	851		851			0.0000		0.0000		851		
Solar Star California XX, LLC - AVS 2 S	Solar	CA	W4679	61364A	58389	717		717			0.0000		0.0000		717		
Solar Star California XX, LLC - AVS 2 S	Solar	CA	W4065	61364A	58389	673		673			0.0000		0.0000		673		
Solar Star California XX, LLC - AVS 2 S	Solar	CA	W4100	61364A	58389	602		602			0.0000		0.0000		602		
South Powerhouse - South Powerhous	Eligible Hydroelectric	CA	W370	60059A	280	75		75			0.0000		0.0000		75		
Spaulding No. 1 Powerhouse - Spauldi	Eligible Hydroelectric	CA	W371	60060A	281	180		180			0.0000		0.0000		180		
Spaulding No. 2 Powerhouse - Spauldi	Eligible Hydroelectric	CA	W372	60061A	282	95		95			0.0000		0.0000		95		
Spaulding No. 3 Powerhouse - Spauldi	Eligible Hydroelectric	CA	W373	60062A	283	291		291			0.0000		0.0000		291		
SPI Anderson 2 - SPI Anderson 2	Biomass & Biogas	CA	W4674	61146A	59658	773		773			0.3893	301	0.0105		773		
Spring Gap Powerhouse - Spring Gap	Eligible Hydroelectric	CA	W374	60063A	284	214		214			0.0000		0.0000		214		
SPS Alpaugh 50 - SPS Alpaugh 50	Solar	CA	W2826	60945A	58003	765		765			0.0000		0.0000		765		
SPS Alpaugh North - SPS Alpaugh No	Solar	CA	W2825	60946A	58002	298		298			0.0000		0.0000		298		
Stockton Biomass - Stockton Biomass	Biomass & Biogas	CA	W3540	60964A	54238	2581		2581			1.4585	3764	0.0288		2581		
Stroud Solar Station - Stroud Solar Sta	Solar	CA	W2203	61434A	57497	202		202			0.0000		0.0000		202		
Sun Streams, LLC - Sun Streams, LLC	Solar	AZ	W8859	62673A	60827	2927		2927			0.0000		0.0000		2927		
SunE Solar XV Lessor, LLC - Hesperia	Solar	CA	W4261	62236A	59182	21		21			0.0000		0.0000		21		
SunE Solar XVI Lessor, LLC - SunE - F	Solar	CA	W4804	62725A	P304	11		11			0.0000		0.0000		11		
SunE Solar XVI Lessor, LLC - SunE - F	Solar	CA	W5219	62719A	60032	5		5			0.0000		0.0000		5		
Sunray 2- SEGS II - Sunray 2- SEGS II	Solar	CA	W466	62694A	10437	369		369			0.0000		0.0000		369		
Sunray Energy 3, LLC - Sunray Energy	Solar	CA	W465	63260A	10438	258		258			0.0000		0.0000		258		
Sunshine Gas Producers - Sunshine G	Biomass & Biogas	CA	W4144	60815A	58429	1131		1131			0.7045	797	0.0036		1131		
Sunshine Valley Solar - Sunshine Valle	Solar	NV	W8128	62772A	59826	1823		1823			0.0000		0.0000		1823		
TA-High Desert - Antelope Power Plan	Solar	CA	W3496	60937A	58149	372		372			0.0000		0.0000		372		
Terra Francesco 1 - Kona Solar, LLC -	Solar	CA	W4578	62503A	59541	15		15			0.0000		0.0000		15		
Toadtown Powerhouse - Toadtown Pov	Eligible Hydroelectric	CA	W375	60064A	714	17		17			0.0000		0.0000		17		
Topaz Solar Farms LLC - Topaz 10-16	Solar	CA	W3226	61698A	57695	2726		2726			0.0000		0.0000		2726		
Topaz Solar Farms LLC - Topaz 17 - 2	Solar	CA	W3227	61698A	57695	1485		1485			0.0000		0.0000		1485		
Topaz Solar Farms LLC - Topaz 1-9	Solar	CA	W3193	61698A	57695	3762		3762			0.0000		0.0000		3762		
Topaz Solar Farms LLC - Topaz 21 - 2	Solar	CA	W3229	61698A	57695	626		626			0.0000		0.0000		626		
Tropico, LLC - Tropico Solar PV Plant	Solar	CA	W5132	61700A	59599	194		194			0.0000		0.0000		194		
Tule Wind, LLC - Tule Wind, LLC	Wind	CA	W5902	63271A	57913	2210		2210			0.0000		0.0000		2210		
Vaca Dixon Solar Station - Vaca Dixon	Solar	CA	W1455	60966A	57041	28		28			0.0000		0.0000		28		

Valentine Solar, LLC - Valentine Solar,	Solar	CA	W8806	63026A	62288	2012		2012			0.0000		0.0000		2012		
Vasco Winds - Vasco Winds	Wind	CA	W2401	61344A	57700	1596		1596			0.0000		0.0000		1596		
Vega Solar, LLC - Vega Solar, LLC	Solar	CA	W4543	61942A	59555	351		351			0.0000		0.0000		351		
Victor Dry Farm Ranch A LLC - Victor I	Solar	CA	W4573	61331A	58418	67		67			0.0000		0.0000		67		
Victor Dry Farm Ranch B LLC - Victor I	Solar	CA	W4574	61332A	58419	65		65			0.0000		0.0000		65		
Voyager Wind I - Voyager Wind I	Wind	CA	W8807	63262A	60594	2734		2734			0.0000		0.0000		2734		
West Gates Solar Station - West Gates	Solar	CA	W3478	62352A	58206	124		124			0.0000		0.0000		124		
Western Antelope Blue Sky Ranch A -	Solar	CA	W4264	61517A	58626	287		287			0.0000		0.0000		287		
Westlands Solar Blue (OZ) Owner, LL(	Solar	CA	W17657	65111A	58616	103		103			0.0000		0.0000		103		
Westside Solar Station - Westside Sola	Solar	CA	W2202	61433A	57499	110		110			0.0000		0.0000		110		
Wildwood Solar - Wildwood Solar	Solar	CA	W4414	61367A	59380	287		287			0.0000		0.0000		287		
Wildwood Solar II - Wildwood Solar II	Solar	CA	W5374	62418A	59253	266		266			0.0000		0.0000		266		
Willow Springs 2 - Willow Springs 2	Solar	CA	W7213	62286A	60324	1650		1650			0.0000		0.0000		1650		
Windstar - Windstar1	Wind	CA	W2742	60810A	57774	806		806			0.0000		0.0000		806		
Windstar - Windstar2	Wind	CA	W2743	60810A	57774	922		922			0.0000		0.0000		922		
Wise No. 1 Powerhouse - Wise No. 1 P	Eligible Hydroelectric	CA	W380	60069A	292	380		380			0.0000		0.0000		380		
Big Creek 3	Large Hydroelectric	CA			319	20655	11580	9075			0.0000		0.0000		9075		
Palo Verde Nuclear Generating	Nuclear	CA			6008	34130	34130				0.0000		0.0000				
GCPD - Priest Rapids & Wanapum	Large Hydroelectric	WA			3887	3743		3743			0.0000		0.0000		3743		

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EPIC Power100	Portfolio Totals	PCL Data
Retail Sales	243	
Total Specified	243	
Biomass & Biogas	0	0%
Geothermal	0	0%
Eligible Hydroelectric	60	25%
Solar	122	50%
Wind	61	25%
Large Hydroelectric	0	0%
Nuclear	0	0%
Emerging Technologies	0	0%
Other	0	0%
Natural Gas	0	0%
Coal & Petroleum	0	0%
Unspecified Power - ACS	0	
Unspecified Power - Spot Market	0	
Unspecified Power - Total	0	0%
Total PCL GHGs (MT CO_2e)	0.0	
Emissions intensity (MT CO_2e/MWh)	0.000	
PCL GHG Intensity (lbs CO_2e/MWh)		0
Unbundled REC %		0%

EPIC Power	Portfolio Totals	PCL Data
Retail Sales	492151	
Total Specified	214875	
Biomass & Biogas	4574	1%
Geothermal	2238	0%
Eligible Hydroelectric	23844	5%
Solar	101140	21%
Wind	70261	14%
Large Hydroelectric	12818	3%
Nuclear	0	0%
Emerging Technologies	0	0%
Other	0	0%
Natural Gas	0	0%
Coal & Petroleum	0	0%
Unspecified Power - ACS	0	
Unspecified Power - Spot Market	277276	
Unspecified Power - Total	277276	56%
Total PCL GHGs (MT CO_2e)	118962.9	
Emissions intensity (MT CO_2e/MWh)	0.242	
PCL GHG Intensity (lbs CO_2e/MWh)		533
Unbundled REC %		3%

0	0	0	0	

Electricity Portfolio #5 Name	Electricity Portfolio #6 Name	Electricity Portfolio #7 Name	Electricity Portfolio #8 Name	Remainder/Oversupply

EPIC Power100

Facility Name	Fuel Type	Net Procurement	Annual PCL GHGs (MT CO_2e)
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
Alta Wind IX - Alta 9	Wind	61.307	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
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-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
Bishop Creek 4 - Bishop Creek 4 - Unit 5	Eligible Hydroelectric	60	0
-	-	-	0
-	-	-	0
-	-	-	0
Blythe Solar II, LLC - Blythe Solar II, LLC	Solar	122	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0
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-	-	-	0
-	-	-	0
-	-	-	0
-	-	-	0

EPIC Power

Facility Name	Fuel Type	Net Procurement	Annual PCL GHGs (MT CO_2e)
67RK 8ME, LLC - Redcrest Solar Farm	Solar	172	0
Adelanto Solar II, LLC - Adelanto Solar II	Solar	100	0
Adelanto Solar, LLC - Adelanto Solar, LL	Solar	365	0
Adera Solar, LLC - Adera Solar, LLC	Solar	119	0
Adobe Solar, LLC - Adobe Solar, LLC	Solar	263	0
Algonquin SKIC 10 Solar, LLC - Algonqu	Solar	102	0
Alta Wind I - Alta Wind I	Wind	2847	0
Alta Wind II - Alta Wind II	Wind	2388	0
Alta Wind III - Alta Wind III	Wind	2379	0
Alta Wind IV - Alta Wind IV	Wind	1268	0
Alta Wind IX - Alta 9	Wind	1483.693	0
Alta Wind V - Alta Wind V	Wind	1889	0
Alta Wind VII - Alta 7	Wind	2033	0
Alta Wind VIII - Alta Wind VIII	Wind	1471	0
Alta Wind X, LLC - Alta Wind X, LLC	Wind	2595	0
Alta Wind XI, LLC - Alta Wind XI, LLC	Wind	1763	0
American Kings Solar Project - American	Solar	2265	0
American Solar Greenworks, LLC - Sum	Solar	69	0
Bishop Creek 2 - Bishop Creek - Unit 3	Eligible Hydroelectric	35	0
Bishop Creek 2 - Bishop Creek 2	Eligible Hydroelectric	37	0
Bishop Creek 2 - Bishop Creek 2 - Unit 2	Eligible Hydroelectric	37	0
Bishop Creek 3 - Bishop Creek 3	Eligible Hydroelectric	133	0
Bishop Creek 4 - Bishop Creek 4	Eligible Hydroelectric	32	0
Bishop Creek 4 - Bishop Creek 4 - Unit 2	Eligible Hydroelectric	32	0
Bishop Creek 4 - Bishop Creek 4 - Unit 3	Eligible Hydroelectric	64	0
Bishop Creek 4 - Bishop Creek 4 - Unit 4	Eligible Hydroelectric	70	0
Bishop Creek 4 - Bishop Creek 4 - Unit 5	Eligible Hydroelectric	4	0
Bishop Creek 5 - Bishop Creek 5	Eligible Hydroelectric	39	0
Bishop Creek 5 - Bishop Creek 5 - Unit 2	Eligible Hydroelectric	50	0
Bishop Creek 6 - Bishop Creek 6	Eligible Hydroelectric	68	0
Blythe Solar II, LLC - Blythe Solar II, LLC	Solar	511	0
Blythe Solar II, LLC - Blythe Solar II, LLC	Solar	647	0
Blythe Solar II, LLC - Blythe Solar II, LLC	Solar	613	0
Blythe Solar II, LLC - Blythe Solar II, LLC	Solar	496	0
Blythe Solar III, LLC - Blythe Solar III, LL	Solar	2517	0
Borden Solar Farm - Borden Solar Farm	Solar	789	0
Broadview Energy KW, LLC - BEKW	Wind	3956	0
Broadview Energy, JN LLC - BEJN	Wind	4993	0
California PV Energy at Jurupa - Californ	Solar	18	0
Camanche - Camanche 1,2,&3	Eligible Hydroelectric	4526	0
Cape Scott Wind - Cape Scott Wind	Wind	5426	0
Catalina Solar 2, LLC - Catalina Solar 2,	Solar	362	0
CED Atwell Island West - CED Atwell Isla	Solar	320	0
CED Corcoran Solar 2, LLC - CED Corco	Solar	310	0
CED Ducor Solar 1, LLC - CED Ducor So	Solar	237	0
CED Ducor Solar 2, LLC - CED Ducor So	Solar	239	0
CED Ducor Solar 3, LLC - CED Ducor So	Solar	270	0
CED Ducor Solar 4, LLC - CED Ducor So	Solar	356	0

					-	-	-	0	CED Wistaria Solar, LLC - Wistaria Ranc	Solar	2128	0
					-	-	-	0	Central Antelope Dry Ranch C, LLC - Ce	Solar	221	0
					-	-	-	0	Citizen Solar B, LLC - Citizen Solar B	Solar	26	0
					-	-	-	0	Copper Mountain Solar 4 - Copper Moun	Solar	1456	0
					-	-	-	0	Coronal Lost Hills, LLC - Coronal Lost Hi	Solar	258	0
					-	-	-	0	Desert Stateline LLC - Stateline Solar, B	Solar	521	0
					-	-	-	0	Desert Stateline LLC - Stateline Solar, B	Solar	521	0
					-	-	-	0	Desert Stateline LLC - Stateline Solar, B	Solar	468	0
					-	-	-	0	Desert Stateline LLC - Stateline Solar, B	Solar	521	0
					-	-	-	0	Desert Stateline LLC - Stateline Solar, B	Solar	521	0
					-	-	-	0	Desert Stateline LLC - Stateline Solar, B	Solar	521	0
					-	-	-	0	Desert Stateline LLC - Stateline Solar, B	Solar	342	0
					-	-	-	0	Desert Stateline LLC - Stateline Solar, B	Solar	178	0
					-	-	-	0	Desert Stateline LLC - Stateline Solar, B	Solar	468	0
					-	-	-	0	Desert Sunlight 250 - Desert Sunlight 25	Solar	598	0
					-	-	-	0	Desert Sunlight 250 - Desert Sunlight 25	Solar	598	0
					-	-	-	0	Desert Sunlight 250 - Desert Sunlight 25	Solar	405	0
					-	-	-	0	Desert Sunlight 250 - Desert Sunlight 25	Solar	212	0
					-	-	-	0	Desert Sunlight 250 - Desert Sunlight 25	Solar	444	0
					-	-	-	0	Desert Sunlight 250 - Desert Sunlight 25	Solar	386	0
					-	-	-	0	Desert Sunlight 250 - Desert Sunlight 25	Solar	1177	0
					-	-	-	0	DG Solar Lessee II, LLC - E Philadelphia	Solar	10	0
					-	-	-	0	Dokie Wind - Dokie Wind	Wind	3858	0
					-	-	-	0	Edom Hills Project 1, LLC - Edom Hills P	Wind	2565	0
					-	-	-	0	El Cabo Wind - El Cabo Wind	Wind	7798	0
					-	-	-	0	Fontana - Fontana	Eligible Hydroelectric	57	0
					-	-	-	0	Fraser Lake Biomass - Fraser Lake Biom	Biomass & Biogas	2	0.35907
					-	-	-	0	Freeway Springs, LLC - Freeway Springs	Solar	21	0
					-	-	-	0	FTS Master Tenant 1, LLC - A - FTS Ma	Solar	32	0
					-	-	-	0	FTS Master Tenant 1, LLC - B - FTS Ma	Solar	29	0
					-	-	-	0	Garnet Solar Power Generation Station 1	Solar	58	0
					-	-	-	0	Golden Solar, LLC - Dulles - Golden Sola	Solar	17	0
					-	-	-	0	Golden Springs Building F, LLC - Golden	Solar	16	0
					-	-	-	0	Golden Springs Development Company	Solar	16	0
					-	-	-	0	Golden Springs Development Company	Solar	17	0
					-	-	-	0	Golden Springs Development Company,	Solar	14	0
					-	-	-	0	Golden Springs Development Company,	Solar	7	0
					-	-	-	0	Great Valley Solar 3, LLC - RE Tranquilli	Solar	374	0
					-	-	-	0	Hayworth Solar - Hayworth Solar	Solar	1209	0
					-	-	-	0	Highlander Solar 1, LLC - Highlander So	Solar	224	0
					-	-	-	0	Highlander Solar 2, LLC - Highlander So	Solar	166	0
					-	-	-	0	Imperial Valley Solar 3, LLC - Mount Sig	Solar	4150	0
					-	-	-	0	Jacumba Solar, LLC - Jacumba Solar Fa	Solar	332	0
					-	-	-	0	Kaweah 2 - Kaweah 2	Eligible Hydroelectric	9	0
					-	-	-	0	Kern River 1 - Kern River 1	Eligible Hydroelectric	1259	0
					-	-	-	0	Lancaster Dry Farm Ranch B, LLC - Lan	Solar	54	0
					-	-	-	0	Lancaster Little Rock C LLC - Lancaster	Solar	22	0
					-	-	-	0	Lone Valley Solar Park I, LLC - Lone Val	Solar	163	0
					-	-	-	0	Lone Valley Solar Park II, LLC - Lone Va	Solar	340	0
					-	-	-	0	Longboat Solar, LLC - Longboat Solar, L	Solar	289	0
					-	-	-	0	Lundy - Lundy	Eligible Hydroelectric	24	0
					-	-	-	0	Lundy - Lundy - Unit 2	Eligible Hydroelectric	24	0
					-	-	-	0	Lytle Creek - Lytle Creek	Eligible Hydroelectric	13	0
					-	-	-	0	Master Development - Corona, CA (1351	Solar	6	0
					-	-	-	0	Maverick Solar, LLC - Maverick Solar, LL	Solar	2615	0
					-	-	-	0	McCoy Solar, LLC - Genesis McCoy Sola	Solar	760	0
					-	-	-	0	McCoy Solar, LLC - Genesis McCoy Sola	Solar	380	0
					-	-	-	0	McCoy Solar, LLC - Genesis McCoy Sola	Solar	349	0
					-	-	-	0	McCoy Solar, LLC - Genesis McCoy Sola	Solar	570	0
					-	-	-	0	McCoy Solar, LLC - Genesis McCoy Sola	Solar	570	0
					-	-	-	0	McCoy Solar, LLC - Genesis McCoy Sola	Solar	489	0
					-	-	-	0	McCoy Solar, LLC - Genesis McCoy Sola	Solar	760	0
					-	-	-	0	McCoy Solar, LLC - Genesis McCoy Sola	Solar	662	0
					-	-	-	0	Meikle Wind - Meikle Wind	Wind	2084	0
					-	-	-	0	Mesquite Solar 2, LLC - Mesquite Solar 2	Solar	1925	0
					-	-	-	0	Mill Creek 3 - Mill Creek 3 - Unit 3	Eligible Hydroelectric	23	0
					-	-	-	0	Mill Creek 3 - Mill Creek 3 - Unit 4	Eligible Hydroelectric	23	0
					-	-	-	0	Mill Creek 3 - Mill Creek 3 - Unit 5	Eligible Hydroelectric	23	0
					-	-	-	0	Moose Lake Wind - Moose Lake Wind	Wind	263	0
					-	-	-	0	Mound Solar Partnership XI, LLC - Antel	Solar	33	0
					-	-	-	0	Mount Signal Solar Farm II - Mount Sign	Solar	2824	0
					-	-	-	0	Mustang Hills, LLC - Mustang Hills, LLC	Wind	2012	0
					-	-	-	0	Narrows No. 1 Powerhouse - Narrows N	Eligible Hydroelectric	4547	0
					-	-	-	0	Nicolis, LLC - Nicolis Solar PV Plant	Solar	262	0
					-	-	-	0	North Lancaster Ranch, LLC - North Lan	Solar	247	0
					-	-	-	0	North Rosamond Solar, LLC - North Ros	Solar	2729	0
					-	-	-	0	NRG Solar Oasis LLC - Oasis Solar	Solar	357	0
					-	-	-	0	Oltmans SCE at Champagne - California	Solar	11	0
					-	-	-	0	Ontario 1 - Ontario 1	Eligible Hydroelectric	16	0
					-	-	-	0	Ontario 2 - Ontario 2	Eligible Hydroelectric	9	0
					-	-	-	0	Orion Solar II, LLC - Orion Solar II, LLC	Solar	130	0
					-	-	-	0	Ormat Dixie Valley, LLC - Ormat Dixie V	Geothermal	2043	0
					-	-	-	0	Ormat Dixie Valley, LLC - Ormat Dixie V	Geothermal	195	0
					-	-	-	0	Panoche Valley Solar - Panoche Valley S	Solar	852	0
					-	-	-	0	Panoche Valley Solar - Panoche Valley S	Solar	598	0

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Panoche Valley Solar - Phase 2	Solar	474	0
Pardee - Pardee 1	Eligible Hydroelectric	3435	0
Pardee - Pardee 2	Eligible Hydroelectric	3480	0
Pardee - Pardee 3	Eligible Hydroelectric	3939	0
Park Meridian 1 - Kona Solar, LLC - Park	Solar	17	0
Pennask Wind Farm - Pennask Wind Fa	Wind	259	0
Poole - Poole	Eligible Hydroelectric	149	0
Portal - Portal	Eligible Hydroelectric	124	0
Portal Ridge Solar B, LLC - Portal Ridge	Solar	323	0
Porterville - SPVP042 - Porterville - SPV	Solar	50	0
Pumpjack Solar - Pumpjack Solar	Solar	317	0
Quality Wind - Quality Wind	Wind	2816	0
Rancho Cucamonga Distribution Center	Solar	20	0
RE Adams East, LLC - RE Adams East,	Solar	269	0
RE Columbia 3 LLC - RE Columbia 3 LL	Solar	159	0
RE Garland A - Garland A	Solar	402	0
RE Rio Grande, LLC - RE Rio Grande, L	Solar	71	0
RE Rosamond Two LLC - RE Rosamond	Solar	316	0
RE Tranquillity - RE Tranquillity	Solar	3459	0
RE Victor Phelan Solar One LLC - RE Vi	Solar	293	0
Regulus Solar, LLC - Regulus Solar, LLC	Solar	1018	0
Rio Bravo Solar I - Rio Bravo Solar I	Solar	361	0
Rio Bravo Solar II - Rio Bravo Solar II	Solar	351	0
Rising Tree Wind Farm III LLC - Rising T	Wind	2011	0
Rising Tree Wind Farm LLC - Rising Tre	Wind	2093	0
Rush Creek - Rush Creek	Eligible Hydroelectric	131	0
Rush Creek - Rush Creek - Unit 2	Eligible Hydroelectric	161	0
SEPV Mojave West, LLC - SEPV Mojave	Solar	454	0
SEPV Palmdale East, LLC - SEPV Palm	Solar	212	0
SEPV Sierra - SEPV Sierra	Solar	1544	0
Shiloh I Wind Project - Shiloh I Wind Pro	Wind	1450	0
Shinish Creek Wind Farm - Shinish Cree	Wind	292	0
Sierra - Sierra	Eligible Hydroelectric	19	0
Sierra Pacific Sonora - Sierra Pacific Sor	Biomass & Biogas	87	6.8208
Sierra Solar Greenworks - Sierra Solar G	Solar	325	0
Silver State Solar Power South, Block 2	Solar	1363	0
Silver State Solar Power South, LLC - Si	Solar	552	0
Silver State Solar Power South, LLC - Si	Solar	746	0
Silver State Solar Power South, LLC - Si	Solar	733	0
Silver State Solar Power South, LLC - Si	Solar	584	0
Silver State Solar Power South, LLC - Si	Solar	1215	0
Silver State Solar Power South, LLC - Si	Solar	21	0
Solar Partners I, LLC - Ivanpah 2	Solar	2183	195.1602
Solar Star California XIII, LLC - Quinto S	Solar	2119	0
Solar Star California XIX, LLC - AVS1 So	Solar	1233	0
Solar Star California XIX, LLC - AVS1 So	Solar	1233	0
Solar Star California XIX, LLC - AVS1 So	Solar	1336	0
Solar Star California XIX, LLC - AVS1 So	Solar	550	0
Solar Star California XIX, LLC - AVS1 So	Solar	867	0
Solar Star California XIX, LLC - AVS1 So	Solar	342	0
Solar Star California XIX, LLC - AVS1 So	Solar	1496	0
Solar Star California XX, LLC - AVS 2 So	Solar	1298	0
Solar Star California XX, LLC - AVS 2 So	Solar	983	0
Solar Star California XX, LLC - AVS 2 So	Solar	851	0
Solar Star California XX, LLC - AVS 2 So	Solar	717	0
Solar Star California XX, LLC - AVS 2 So	Solar	673	0
Solar Star California XX, LLC - AVS 2 So	Solar	602	0
South Powerhouse - South Powerhouse	Eligible Hydroelectric	75	0
Spaulding No. 1 Powerhouse - Spaulding	Eligible Hydroelectric	180	0
Spaulding No. 2 Powerhouse - Spaulding	Eligible Hydroelectric	95	0
Spaulding No. 3 Powerhouse - Spaulding	Eligible Hydroelectric	291	0
SPI Anderson 2 - SPI Anderson 2	Biomass & Biogas	773	8.1165
Spring Gap Powerhouse - Spring Gap Po	Eligible Hydroelectric	214	0
SPS Alpaugh 50 - SPS Alpaugh 50	Solar	765	0
SPS Alpaugh North - SPS Alpaugh North	Solar	298	0
Stockton Biomass - Stockton Biomass	Biomass & Biogas	2581	74.3328
Stroud Solar Station - Stroud Solar Static	Solar	202	0
Sun Streams, LLC - Sun Streams, LLC	Solar	2927	0
SunE Solar XV Lessor, LLC - Hesperia	Solar	21	0
SunE Solar XVI Lessor, LLC - SunE - Pic	Solar	11	0
SunE Solar XVI Lessor, LLC - SunE - Ro	Solar	5	0
Sunray 2- SEGS II - Sunray 2- SEGS II	Solar	369	0
Sunray Energy 3, LLC - Sunray Energy 3	Solar	258	0
Sunshine Gas Producers - Sunshine Gas	Biomass & Biogas	1131	4.0716
Sunshine Valley Solar - Sunshine Valley	Solar	1823	0
TA-High Desert - Antelope Power Plant	Solar	372	0
Terra Francesco 1 - Kona Solar, LLC - T	Solar	15	0
Toadtown Powerhouse - Toadtown Powe	Eligible Hydroelectric	17	0
Topaz Solar Farms LLC - Topaz 10-16	Solar	2726	0
Topaz Solar Farms LLC - Topaz 17 - 20	Solar	1485	0
Topaz Solar Farms LLC - Topaz 1-9	Solar	3762	0
Topaz Solar Farms LLC - Topaz 21 - 22	Solar	626	0
Tropico, LLC - Tropico Solar PV Plant	Solar	194	0
Tule Wind, LLC - Tule Wind, LLC	Wind	2210	0
Vaca Dixon Solar Station - Vaca Dixon S	Solar	28	0

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Valentine Solar, LLC - Valentine Solar, L	Solar	2012	0
Vasco Winds - Vasco Winds	Wind	1596	0
Vega Solar, LLC - Vega Solar, LLC	Solar	351	0
Victor Dry Farm Ranch A LLC - Victor Dr	Solar	67	0
Victor Dry Farm Ranch B LLC - Victor Dr	Solar	65	0
Voyager Wind I - Voyager Wind I	Wind	2734	0
West Gates Solar Station - West Gates S	Solar	124	0
Western Antelope Blue Sky Ranch A - W	Solar	287	0
Westlands Solar Blue (OZ) Owner, LLC	Solar	103	0
Westside Solar Station - Westside Solar	Solar	110	0
Wildwood Solar - Wildwood Solar	Solar	287	0
Wildwood Solar II - Wildwood Solar II	Solar	266	0
Willow Springs 2 - Willow Springs 2	Solar	1650	0
Windstar - Windstar1	Wind	806	0
Windstar - Windstar2	Wind	922	0
Wise No. 1 Powerhouse - Wise No. 1 Po	Eligible Hydroelectric	380	0
Big Creek 3	Large Hydroelectric	9075.366934	0
-	-	-	0
GCPD - Priest Rapids & Wanapum	Large Hydroelectric	3743	0

EPIC Power100

Total Retired Unbundled RECs	-

RETIRED UNBUNDLED RECS				
Facility Name	Fuel Type	State or Province	RPS ID	Total Retired (in MWh)

EPIC Power

Total Retired Unbundled RECs	16,213

RETIRED UNBUNDLED RECS				
Facility Name	Fuel Type	State or Province	RPS ID	Total Retired (in MWh)
South Hurlburt Wind, LLC	Wind	OR	61668A	4062
Horseshoe Bend Wind, LLC	Wind	OR	61669A	3990
South Peak Wind, LLC	Wind	MT	64598A	8161

2024 POWER SOURCE DISCLOSURE ANNUAL REPORT ATTESTATION FORM
For the Year Ending December 31, 2024
City of Palmdale d/b/a "Energy for Palmdale's Independent Choice"

Laura Bettencourt, Mayor Pro Tem

I, ~~Ronda Perez, Interim City Manager~~ declare under penalty of perjury, that the information provided in this report is true and correct and that I, as an authorized agent of City of Palmdale, have authority to submit this report on the retail supplier's behalf. I further declare that all of the electricity claimed as specified purchases as shown in this report was sold once and only once to retail customers.

Name: Laura Bettencourt, Mayor Pro Tem

Representing (Retail Supplier): City of Palmdale d/b/a "Energy for Palmdale's Independent Choice"

Signature:

Dated:

Executed at: Palmdale, CA

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **AWARD AND APPROVE AGREEMENT WITH APPLIED RESEARCH ASSOCIATES INC., FOR PN 922, CITYWIDE SIGN INVENTORY AND RETROREFLECTIVITY ASSESSMENT PROJECT, FOR A TOTAL NOT TO EXCEED AMOUNT OF $418,979 FOR A TERM OF 180 CALENDAR DAYS FROM THE DATE OF THE NOTICE TO PROCEED**

RECOMMENDATION

Staff recommend that the City Council:

1. Award and Approve Agreement No. A-9317 with Applied Research Associates Inc., for PN 922, Citywide Sign Inventory and Retroreflectivity Assessment Project (Project), for a total not to exceed amount of $418,979, which includes a contract amount of $380,890, plus a 10% contingency amount of $38,089;

2. Authorize the City Manager Pro Tem or his designee to execute Agreement No. A-9317 with Applied Research Associates Inc., including minimal and/or non-substantial changes; and,

3. Authorize the City Manager Pro Tem or his designee to approve amendments to the contract for additional or changed scope of work up to the 10% contingency amount approved by the City Council.

BACKGROUND

The City took over the maintenance of all traffic signs from the Los Angeles County Department of Public Works in 2000. Since then, the City has maintained all signs using in-house staff. However, the City has never carried out a complete inventory or assessment of traffic signs.

In 2005, the Federal Highway Administration (FHWA) mandated that municipalities perform a study of sign retroreflectivity and must have an implementation and

management strategy designed to maintain regulatory and warning sign retroreflectivity at or above the minimal levels set by the FHWA in the Manual of Uniform Traffic Control Devices (MUTCD).

City staff attempted to perform this study with in-house staff; however, due to past staffing level reductions and budgetary constraints over the years, they could not complete the survey. Currently, the City has approximately 20,400 traffic signs within its jurisdiction, which would be subject to the survey.

DISCUSSION

On May 2, 2005, the City released a Request for Qualifications (RFQ) for the Project, via PlanetBids. On June 4, 2025, the City received three (3) bids for the project, which have been reviewed and are summarized below:

Bidder	Location
Applied Research Associates Inc.	Ventura, CA
National Data & Surveying Services	Los Angeles, CA
Precision Material Management	Cerritos, CA

Applied Research Associates, Inc. (ARA) was selected as the most qualified proposal based on its demonstrated experience and technical capabilities. ARA previously worked with the City on projects, such as the Pavement Inventory and Condition Study, delivering them on time and within budget. In addition, ARA has video inventory of the street network and will be extracting the sign assets for the inventory. Once complete they will deploy teams for the retroreflectivity testing requirement, providing efficiencies in both time and cost.

This Project includes a comprehensive field survey to identify and catalog all regulatory, warning, guide, and object marker signs as defined in the MUTCD and to ensure that the City meets the mandated retroreflectivity requirements. Each sign will be geo-tagged, rated by condition, and uploaded into the City's Lucity Asset Management System. This contract will take 180 days to complete.

FISCAL IMPACT

$418,890; Sufficient funds are budgeted in Capital Improvement, Local Transportation Fund Article 8.

STRATEGIC PLAN

Goal III. Invest in infrastructure to improve community livability.

A. Seek innovative, cost effective, customer focused methods of service delivery.

Prepared by:	Leonardo Torres, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Agrmt No. A-9317 with Applied Research Associates Inc.

AGREEMENT NO. A-9317
CONTRACT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE CITY OF PALMDALE AND APPLIED RESEARCH ASSOCIATES, INC.

THIS CONTRACT FOR DESIGN PROFESSIONAL SERVICES ("Contract" herein) is made and entered into by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and APPLIED RESEARCH ASSOCIATES, INC. (hereinafter called "PROJECT DESIGNER"). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS**,** City desires to engage PROJECT DESIGNER to perform certain technical and professional services, as provided herein, in connection with that certain project identified as PN 922 - Citywide Sign Inventory and Retroreflective Testing.

WHEREAS, PROJECT DESIGNER represents that PROJECT DESIGNER has the expertise and is qualified to perform the services described in this Contract and is duly registered under the laws of the State of California.

WHEREAS, PROJECT DESIGNER desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

1.1 The City hereby engages PROJECT DESIGNER, and PROJECT DESIGNER accepts such engagement, to perform the following design professional services in a manner satisfactory to CITY:

Task I – Sign Inventory
Conduct a comprehensive field survey to identify and catalog all regulatory, warning, guide, and object marker signs as defined by CAMUTCD

Exclude signs that are mounted in private streets, mounted on wood 4x4 posts (Caltrans or County-maintained), or pertaining to exclusive use by bikes/pedestrians, walking/hitchhiking, Adopt-A-Highway, and those with blue or brown backgrounds

Geo-tag each sign's location (±3') using high-accuracy GPS coordinates
Photograph each sign for documentation and verification purposes
Document each sign with the following comprehensive attributes:
Designation number and classification in accordance with the MUTCD. If the sign is not a MUTCD sign, use "N-STD" as the sign code.
Word description of sign (e.g., 35 mph speed limit sign, pedestrian crossing warning sign, flashing beacons). Include unique sign information, such as "No

Parking” sign times.
Inspection date.
Sign shape, legend color, and background color.
General roadway direction the sign serves (e.g., northbound traffic).
General lateral position of the sign (e.g., overhead, median, parkway, highway side)
Sign size in inches (Width, Height, Length)
Sign mounting surface (Concrete, Dirt, etc)
Sign overall condition (e.g., Excellent, Good, Fair, Poor)
Sign mounting condition (e.g., Excellent, Good, Fair, Poor)
Sign sheeting condition (e.g., Excellent, Good, Fair, Poor)
Sign backing condition (e.g., Excellent, Good, Fair, Poor)
Sign visibility condition (e.g., Excellent, Good, Fair, Poor)
Sign orientation (N, NE, E, SE, S, SW, W, NW, NS, EW)
Sign sheeting material (Diamond/Prismatic, High Intensity, Reflective, Non-Reflective, Other)
Sign backing (Aluminum, Fiberglass, Plastic, Steel, Wood, Other)
Sign arrangement (On Support, On Mast Arm, On Span Wire, On Overhead Structure, On Bridge, Other)
Sign mounting (Bolted, Banded, Other)
Sign Support (Single Post, Double Post, Post in Barrel, Span Wire, Structure, Round, U-Channel, Teles-bar, Banded)
Sign support material (Concrete, Steel, Wood, Other)
Sign support size (4x4, 5x5, 6x6, 7x7, 8x8, 4x6, 3" Tube, 2" Channel, Other)

Task II – Field Retroreflectivity Assessment
Perform retroreflectivity assessment of all signs in the field using a retroreflectometer that complies with ASTM E1709, Standard Test Method for Measurement of Signs Using a Portable Retroreflectometer

Process includes:
1. Testing both legend and background reflectivity values
2. Assigning a status of “Acceptable” or “Unacceptable” based on current CAMUTCD minimums
3. Using calibrated signs for each CAMUTCD color combination, maintained near minimum thresholds, and verified prior to each field session
4. Excluding retroreflectivity testing for:
“No parking, stopping, or standing” signs
Non-CAMUTCD signs or other non-traffic control signage
All measurements will be tied to GIS records and included in final reporting.

Traffic Control Coordination
To help the City minimize overall project costs, ARA will not procure traffic control services or permits. Should traffic control be required to safely access certain sign

locations, we respectfully request that the City coordinate and provide those services directly. This approach helps the City avoid markups and added overhead that would result if we were to subcontract and pass through the cost, offering a more efficient and economical outcome. We will proactively identify and communicate any traffic control needs in advance to streamline scheduling and support City coordination.

2.1.3 Task III – Data Management and Analysis
Input all collected data into a GIS-based system for easy access and analysis
Implement a rigorous quality assurance plan, including:
Verification of accuracy and completeness of all data through systematic quality control checks
Periodic audits of fieldwork and data entry processes
Cross-validation of attributes for consistency
Analyze the data to identify:
Signs that fall below required retroreflectivity levels
Signs with poor physical condition requiring maintenance
Signs that are otherwise deficient or non-compliant
Prioritize signs for maintenance or replacement based on:
Condition assessment results
Safety importance (regulatory vs. informational)
Location and visibility factors
Compliance requirements
Task IV –Reporting and Recommendations
Submit a preliminary report detailing:
Initial findings from the inventory and assessment
List of signs requiring immediate attention due to critical deficiencies
Maps and visualizations showing sign distribution and condition patterns
Prepare a comprehensive final report including:
Complete inventory and assessment methodology
Detailed findings across all evaluation criteria
Analysis of patterns and trends in sign conditions
Maps and data visualizations of sign distribution and conditions
Recommendations for sign maintenance and replacement
Prioritized list of signs needing replacement or maintenance
Estimated costs for implementing recommended actions
Implementation strategy for the sign replacement project in accordance with CAMUTCD standards

2.1.5 Task V – Deliverables:
Comprehensive GIS database of up to 20,400 street signs including:
Complete attribute information as specified in the scope of work
Retroreflectivity assessment results with quantitative measurements
Digital photographs linked to each sign record

Condition ratings and compliance status
Detailed sign inventory in a format compatible with importing into the City's Enterprise Asset Management system
Retroreflectivity assessment data for each sign, including measurement values and compliance status
Preliminary report with immediate action recommendations for critical signage issues
Comprehensive final report with:
Complete survey findings and analysis
Prioritized recommendations for sign replacement and maintenance
Implementation strategy and cost estimates
Digital maps and visualizations
Based on the survey results, we will develop a Retroreflective Sign Maintenance Plan that establishes a recurring three-year inspection cycle to be completed in accordance with CAMUTCD standards. This plan will include a data-driven sign replacement strategy designed to optimize the use of available funding and ensure long-term compliance and safety.

1.2 Project deliverables shall be reviewed and approved by CITY to determine acceptable completion. CITY shall have the right to review and inspect the work during the course of its performance at such times as may be specified by CITY.

1.3 PROJECT DESIGNER shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

1.4 CITY shall provide to PROJECT DESIGNER, without charge, all data, program information, including reports, records, maps, and other information, now in CITY’s possession, which may facilitate the timely performance of the work.

2 CITY PROJECT MANAGER

To provide the design professional services required by this Contract, PROJECT DESIGNER shall act under the authority and approval of a Project Manager appointed by the Director of Public Works/designee. The City Project Manager will oversee the work under this Contract, assist PROJECT DESIGNER with any necessary information, audit billings, and approve payments. PROJECT DESIGNER shall channel reports, deliverables and special requests through the City Project Manager.

3 PROJECT DESIGNER’S KEY PERSONNEL

PROJECT DESIGNER’s Team and Key Personnel are as follows:

Project Manager
Assistant Project Manager
Liscensed Civil Engineers

Sign Surveyors
GIS Manager
Qa/QC Manager

This Design Professional Services Contract has been awarded to PROJECT DESIGNER based on its representation that those personnel and subcontractors listed above will perform the portions of the work listed above. PROJECT DESIGNER shall not deviate nor substitute any of these team members without prior written approval by CITY.

4 COMMENCEMENT AND COMPLETION OF WORK

The services for the Project shall commence when CITY, acting by and through its Project Manager, issues a written authorization to proceed. PROJECT DESIGNER shall complete all work described in the Description of Work and submit final deliverables within one-hundred and eighty days (180) calendar days of said authorization. PROJECT DESIGNER shall have no claim for compensation for any services or work, which has not been authorized by CITY's authorization to proceed.

5 TAXES

5.1 PROJECT DESIGNER shall pay all sales, consumer, use, and other similar taxes required to be paid by PROJECT DESIGNER in accordance with state and local laws.

5.2 PROJECT DESIGNER is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by PROJECT DESIGNER or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

5.3 PROJECT DESIGNER shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

6 PATENT FEES AND ROYALTIES

PROJECT DESIGNER shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified by CITY for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. PROJECT DESIGNER shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the

performance of the work, or resulting from the incorporation in the work of any invention, design, process, product or device not specified by CITY, and shall defend all such claims in connection with any alleged infringement of such rights.

7 STANDARDS OF PERFORMANCE

7.1 PROJECT DESIGNER shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. PROJECT DESIGNER shall correct any such deficiencies or errors without additional compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY-furnished information.

7.2 PROJECT DESIGNER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. PROJECT DESIGNER shall ensure there are no conflicts among the Contract Documents including, but not limited to, the CITY's Standard Specifications and Special Provisions for Construction Contracts, the plans and specifications prepared by PROJECT DESIGNER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

8 PROJECT DESIGNER'S PERSONNEL

8.1 All services required under this Contract shall be performed by PROJECT DESIGNER, or under PROJECT DESIGNER's direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

8.2 PROJECT DESIGNER shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

8.3 PROJECT DESIGNER shall be responsible for payment of all PROJECT DESIGNER's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

8.4 PROJECT DESIGNER shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from PROJECT DESIGNER's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

8.5 PROJECT DESIGNER shall pay, if required by applicable law, not less than the general prevailing hourly wage rates, as determined by the Director of the Department of Industrial Relations pursuant to the California Labor Code, for each

craft, classification, or type of worker needed to perform the Contract. Copies of the prevailing rate of per diem wages are on file in the office of the Director of Public Works.

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, Scope of Services, CITY shall pay to PROJECT DESIGNER an amount not to exceed the sum of Four hundred eighteen thousand nine hundred and seventy-nine dollars ($418979), as follows:

TASK 1 - SIGN INVENTORY $ 52,890
TASK 2 - RETROREFLECTIVITY ASSESSMENT $265,000
TASK 3 - DATA MANAGEMENT AND ANALYSIS $ 31,130
TASK 4 - REPORTING AND RECOMMENDATION $ 13,490
TASK 5 - DELIVERABLE $ 18,380
Contingency $38,089
FOR A NOT TO EXCEED PRICE $418,979

PROJECT DESIGNER shall perform no work in excess of the total contract price without prior approval of CITY. Total contract price includes expenses related to travel to and from CITY to meet with City and to appear before City Council or any other board or commission of CITY.

9.2 An application and certification for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting hours being billed for, a summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within the project; any/all backup documentation supporting the above items. Work schedule updates must also be included in the monthly progress payment requests.

9.3 PROJECT DESIGNER shall maintain adequate records and shall permit inspection and audit by CITY of PROJECT DESIGNER’s charges under this Contract. PROJECT DESIGNER shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by PROJECT DESIGNER for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event PROJECT DESIGNER shall retain its records for the time required by such laws.

9.4 No payment made hereunder by CITY to PROJECT DESIGNER, shall be construed as an acceptance by CITY of any work or materials, nor as evidence of satisfactory performance by PROJECT DESIGNER of its obligations under this Contract.

10 INDEMNIFICATION

To the fullest extent of the law, and consistent with Civil Code section 2782.8, PROJECT DESIGNER agrees to defend, indemnify, hold free and harmless the CITY, its elected and appointed officials, officers, agents and employees, at PROJECT DESIGNER's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against CITY, its elected and appointed officials, officers, agents, and employees to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the PROJECT DESIGNER, its employees, and/or authorized subcontractors, in performing design professional services pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness or willful misconduct of the PROJECT DESIGNER, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of PROJECT DESIGNER, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the CITY, its elected and appointed officials, officers, agents, and employees based upon such negligence, recklessness, or willful misconduct, whether or not the PROJECT DESIGNER, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the PROJECT DESIGNER shall not be liable for the defense or indemnification of the CITY for claims, actions, complaints or suits arising out of the sole or active negligence or willful misconduct of the CITY. Further, in no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault, unless otherwise specified in Civil Code section 2782.8. This provision shall supersede and replace all other indemnity provisions contained either in the CITY's specifications or PROJECT DESIGNER's Proposal, which shall be of no force and effect.

11 INSURANCE

11.1 PROJECT DESIGNER, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 11.8, must be reviewed, and accepted by the City Attorney**.

11.1.1 Workers' Compensation and Employer's Liability

- Workers' Compensation -- coverage as required by the State of California
- Employer's Liability -- $1,000,000.00 each accident
  $1,000,000.00 policy limit bodily injury
  $1,000,000.00 each employee bodily injury by disease

11.1.2 Professional Liability (Errors & Omissions) Insurance*

- $1,000,000 limit on a per occurrence basis

11.1.3 Commercial General Liability

- $1,000,000.00 limit on per occurrence basis
- $2,000,000.00 general aggregate limit

11.1.4 Commercial Automobile Liability

- $1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.2 All of PROJECT DESIGNER's policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

11.3 Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The Certificate and endorsements shall state that: "The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" clause.

11.4 Promptly on execution of this Contract, and prior to commencement of any work, PROJECT DESIGNER shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that PROJECT DESIGNER has the required coverage and showing the required named insureds. Within five (5) days of written request from CITY, PROJECT DESIGNER shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

11.5 The requirements as to the types and limits of insurance to be maintained by PROJECT DESIGNER are not intended to and shall not in any manner limit or qualify PROJECT DESIGNER's liabilities and obligations under this Contract.

11.6 Any policy or policies of insurance that PROJECT DESIGNER elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.

11.7 All insurance coverages must be maintained throughout the duration of this Contract.

11.8 Acceptable Proof of Insurance:

11.8.1 ACORD Certificate of Insurance listing all coverages, limits, deductibles and insureds; and endorsements for all applicable coverages if agent has authority to issue it; Additional insured Form CG20101185 or CG20100707 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

11.8.2 Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements listing all insurers must be submitted to the City Attorney.

11.8.3 *When professional (E&O) liability coverage is provided on a “claims made basis”, PROJECT DESIGNER will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover PROJECT DESIGNER, or its officers, employees, or agents during the time this Agreement was in effect.

11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time PROJECT DESIGNER fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

11.10 PROJECT DESIGNER shall require any and all subcontractor's working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of PROJECT DESIGNER shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be PROJECT DESIGNER's sole risk. PROJECT DESIGNER's insurance requirements in Section 11 will not be impacted and/or limited by such deviation.

12 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, PROJECT DESIGNER shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to cease such work. PROJECT DESIGNER shall also surrender to CITY all finished or unfinished documents or programs and other materials, which shall be City’s property. As compensation in full for services performed to the date of such termination, the PROJECT DESIGNER shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

13 TERMINATION FOR CAUSE

13.1 If the City determines that the PROJECT DESIGNER has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the City shall give written notice to the PROJECT DESIGNER specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for the City's dissatisfaction and suggest corrective measures. If, after thirty days, the PROJECT DESIGNER has failed to implement the corrective measures, the City may elect to terminate this Contract, in whole or in part.

13.2 In the event the City terminates this Contract in whole or in part as provided herein above, the City may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

13.3 If this Contract is terminated as provided above, the City may require the PROJECT DESIGNER to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the PROJECT DESIGNER. Upon such termination, the PROJECT DESIGNER shall be paid an amount equal to the value of the services provided and work performed as of the date of termination. Such payment by the City may take into consideration the costs associated with hiring another PROJECT DESIGNER to complete the services. In the event no new PROJECT DESIGNER is employed, the PROJECT DESIGNER shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents when such are delivered to CITY, and to authorized reimbursement expenses.

The above is in addition to any other remedies available by law or equity to the City.

13.4 If, after notice of termination of the Contract under the provisions of this Section 13, it is determined, for any reason, that the PROJECT DESIGNER was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 12.

14 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and PROJECT DESIGNER arising out of, or relating to this Contract, or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, tracings, drawings, plans, specifications, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, CITY. PROJECT DESIGNER shall furnish CITY, upon its request, originals or reproducible or electronic copies of technical specifications and of all other documents listed above. PROJECT DESIGNER shall endorse, by his professional seal, all plans and data furnished by him.

16 RE-USE OF DOCUMENTS

The parties agree the documents, drawings, specifications, and designs, although the property of CITY, are prepared for a specific project and are not intended nor represented by PROJECT DESIGNER to be suitable for re-use for any other project. Any reuse without written verification or adaptation by PROJECT DESIGNER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to PROJECT DESIGNER.

17 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

17.1 PROJECT DESIGNER shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to PROJECT DESIGNER from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

A. The amount involved, together with PROJECT DESIGNER's analysis of such cost or price; and

B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.

C. The requirement to hire only those persons authorized by federal law to work in the United States.

17.2 Any assignment, delegation or subcontract shall be made in the name of PROJECT DESIGNER and shall not bind or purport to bind CITY and shall not release PROJECT DESIGNER from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to PROJECT DESIGNER under this Contract.

18 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

18.1 In performance of this Contract, PROJECT DESIGNER shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. PROJECT DESIGNER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, national origin, handicap, or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18.2 The provisions of subsection 18.1 above shall be included in all solicitations or advertisements placed by or on behalf of PROJECT DESIGNER for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of PROJECT DESIGNER and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

19 FINANCIAL INTEREST CERTIFICATION

19.1 PROJECT DESIGNER warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in PROJECT DESIGNER's firm.

19.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

20 CONFLICT OF INTEREST

20.1 PROJECT DESIGNER stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause PROJECT DESIGNER to be "financial interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

20.2 PROJECT DESIGNER shall not employ any City official or employee to perform any work required pursuant to this Contract.

20.3 If PROJECT DESIGNER is a registered professional engineer or licensed land surveyor and the scope of work requires PROJECT DESIGNER's recommendation of the actual formula to spread the costs of an assessment district's improvements, then PROJECT DESIGNER shall not participate in making that recommendation if the additional elements set forth in Government Code section 87100.1(c) apply. Those additional elements are: (1) PROJECT DESIGNER has received income of $250 or more for professional services in connection with any parcel included in the benefit assessment district within 12 months prior to the creation of the district; and (2) the district includes other parcels in addition to those parcels for which PROJECT DESIGNER received the income. In the event a conflict of interest does arise in that context, City shall select a different PROJECT DESIGNER to recommend the actual formula to spread the costs of the assessment district's improvements and the costs of such services shall be deducted from the compensation to be paid to PROJECT DESIGNER.

20.4 To the extent required by the City Manager/designee, PROJECT DESIGNER shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

21 COMPLIANCE WITH LAW

21.1 PROJECT DESIGNER shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If PROJECT DESIGNER uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by PROJECT DESIGNER.

21.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

22 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

23 ENTIRE CONTRACT AND AMENDMENTS

23.1 This Contract is the complete agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

23.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by PROJECT DESIGNER hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

23.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

24 ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Sal Mendez
City Manager Pro Tem

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38205 Sierra Highway
Palmdale, CA 93550

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra M. Halfman
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

APPLIED RESEARCH ASSOCIATES, INC.:

SIGNATURE AREA

Rachel Cavallaro
Contracts Manager

ADDRESS FOR NOTICE:
APPLIED RESEARCH ASSOCIATES, INC.
165 South Chestnut Street Ventura, CA 93001

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **3**

SUBJECT: **AWARD AND APPROVE CONSTRUCTION AGREEMENT WITH BERGMAN KPRS, LLC, FOR DESIGN-BUILD SERVICES FOR PN 924, DRYTOWN WATER PARK THRILL RIDE ATTRACTION PROJECT FOR A TOTAL NOT TO EXCEED AMOUNT OF $2,319,980 FOR A COMPLETION DATE NO LATER THAN APRIL 15, 2026; AND APPROVE AND AWARD AGREEMENT WITH MNS ENGINEERS, INC. FOR PROJECT/CONSTRUCTION MANAGEMENT SERVICES FOR A TOTAL NOT TO EXCEED AMOUNT OF $330,000 FOR A TERM OF 12 MONTHS**

RECOMMENDATION

Staff recommend that the City Council:

1. Award and Approve Construction Agreement No. A-9499 with Bergman KPRS, LLC, (Bergman) for Design-Build Services for PN 924, DryTown Water Park Thrill Ride Attraction Project (Project) for a total not to exceed amount of $2,319,980, which includes a contract amount of $2,109,072, plus a 10% contingency amount of $210,908 for a completion date no later than April 15, 2026;

2. Authorize the City Manager Pro Tem or his designee to execute Agreement No. A-9499 with Bergman, including minimal and/or non-substantial changes;

3. Award and Approve Agreement No. A-9506 with MNS Engineers, Inc., for project/construction management services for the Project, for a total not to exceed amount of $330,000, which includes a contract amount of $300,000, plus a 10% contingency amount of $30,000 for a term of 12 months from the date of the Notice to Proceed;

4. Authorize the City Manager Pro Tem or his designee to execute Agreement No. A-9506 with MNS Engineers, Inc., including minimal and/or non-substantial changes; and,

5. Authorize the City Manager Pro Tem or his designee to approve Contract Amendments and Change Orders for both Agreement Nos. A-9499 and A-9506, for additional or changed scope of work up to 10% of the contingency amount approved by the Council.

BACKGROUND

DryTown Water Park, originally opened in 2006, added a four-lane mat racer slide in 2012, and is ready for its next major attraction.

On June 3, 2025, City Council approved an agreement with WhiteWater West Industries, Ltd. (WhiteWater) to design, manufacture, and install the new attraction featuring a 35-foot-tall tower and three integrated water slides: the Pool Sider, AquaTube, and Freefall.

The ride will be built on the north side of the park, in a grassy area, and aims to expand operations and boost visitor appeal. The design-build project by Bergman includes:

- Structural foundations;
- A new mechanical building and pump systems; and,
- Walkways, drainage, landscaping, lighting, and irrigation.

These improvements will be integrated with the park's current infrastructure where possible. Bergman and WhiteWater plan to have the new attraction ready for the 2026 season.

DISCUSSION

Design-Build Contractor

On June 25, 2025, the Project was advertised for design-build bids through the Planet Bids electronic platform. Four (4) vendors registered as prime contractors. By the bid deadline on July 25, 2025, the City received one (1) electronic bid, which is summarized below:

Bidder	Location	Amount
1. Bergman KPRS, LLC	Brea, CA	$2,699,540.94

On August 13, 2025, Staff interviewed Bergman's proposal and qualifications and confirmed it has the necessary construction and design experience to complete the Project. Its recent work includes projects for Wild Rivers Water Park (Irvine), Sea World (San Diego), and the County of San Bernardino, along with other projects in Florida, South Carolina, and Texas. They met all bid requirements.

After negotiations, Bergman proposed a total new construction cost of $2,109,072, which includes an alternative bid of $27,500 for adding ventilation and/or a cooling system to the existing pump house. The contract also allows a 10% contingency amount of $210,908, bringing the total to a not to exceed amount of $2,319,980.

Project/Construction Management

Under the City's On-Call Professional Services Contract, MNS Engineers, Inc., has provided project management services, including but not limited to:

- Coordinating project meetings with City staff;
- Developing the Design-Build Request for Qualification/Proposal;
- Reviewing the design-build proposal and negotiating cost; and,
- Coordinating with the water slide manufacturer, WhiteWater, and providing all pre-design documents.

Staff recommend continuing with MNS Engineers, Inc., to provide Project/Construction Management Services until the Project is completed. The proposed budget is $330,000, which includes a $300,000 contract and a 10% contingency amount of $30,000.

FISCAL IMPACT

$2,649,980; Sufficient funds are budgeted and available within the City's Capital Improvement Program budget in FY 2025-26. $1,500,000 has previously been allocated for this project, and the remainder of $1,149,980 will be reallocated utilizing Measure AV multi-year project funds from account F0161157.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Agrmt No. A-9499 with Bergman KPRS, LLC
Agrmt No. A-9506 with MNS Engineers, Inc.

AGREEMENT NO. A- 9499
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND BERGMAN KPRS LLC

THIS CONTRACT (“Contract”) is made and entered into by and between City of Palmdale, a public entity ("City"), and BERGMAN KPRS LLC, a Limited Liability Company ("Contractor"). Contractor and City are collectively referred to herein as the “parties.” This Contract shall become effective on the date of the last signatory.

1 Scope of Work

Contractor shall complete the Project in accordance with this Contract. Contractor shall furnish all materials and perform all work required for the completion of the following Project:

PN 924 DryTown Water Park Thrill Ride Attraction Project
Location: 3850-B East Avenue S, Palmdale, CA 93550

CONTRACTOR to design, permit, and construct the following:

a) Area of civil works and landscaping;
b) Surge tank;
c) Mechanical pump room and cover structure;
d) Sidewalk connected the new thrill ride to the existing park; and,

e) Support systems including:

1) Electrical connection to existing park system;
2) Water Supply connection to existing park system;
3) Sewer connection to existing park system; and,
4) Stormwater connection to existing park system

CONTRACTOR shall coordinate closely with WhiteWater West Industries Ltd., who is separately contracted to provide the proprietary ride equipment and detailed slide path design.

CONTRACTOR's Design-Build Comprehensive Project Requirements are attached as Exhibit "A".

2 Standard Specifications

Standard Specifications for City projects are those contained in the 2024 Greenbook edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). Except as otherwise expressly provided herein, the Standard Specifications shall control the general provisions, construction materials, and

construction methods for this Contract (except as amended by the Plans for the Project), the General Specifications for the Project, the Special Provisions for the Project, any technical specifications for the Project, and any other contract documents.

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of TWO MILLION, EIGHTY-ONE THOUSAND, FIVE HUNDRED and SEVENTY-ONE Dollars and Eight Cents plus Alternate 1 amount of TWENTY-SEVEN THOUSAND, FIVE HUNDRED Dollars for a combined amount of TWO MILLION, ONE HUNDRED and NINE THOUSAND, SEVENTY-ONE Dollars and Eight Cents ($2109071.08) for the construction of the Project. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily construct the Project. Unless otherwise provided in the bid documents or agreed upon by the parties, Contractor shall submit detailed, monthly invoices for work actually performed.

4 Completion Date

The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed to the satisfaction of the CITY no later than April 15, 2026. CONTRACTOR’s Project Schedule is attached as Exhibit "B".

4.1 Delays by Contractor:

Contractor acknowledges that timely completion of the Project is critical to the City’s operations, particularly the scheduled opening of the water park for the 2026 season (May 21, 2026).

4.1.1 Site Preparation, Ride Commissioning, and Critical Milestones

If Contractor fails to support timely commissioning of the ride equipment by WhiteWater — by the milestone date specified in the approved Project Schedule — and the delay is not caused by Force Majeure or the City’s failure to meet its contractual obligations, Contractor shall pay the City liquidated damages in the sum of $1,000 per calendar day of delay beyond the milestone date. Such liquidated damages shall continue to accrue until the approved Project Schedule is brought back into compliance and the missed milestone is made up to the satisfaction of the City.

Contractor’s obligations specifically include, but are not limited to, timely completion of the following critical work elements in support of the WhiteWater slide contractor, as shown on the approved Project Schedule:

- Site Preparation: Completion of grading, clearances, and access work necessary for ride area handoff.
- Foundations: Timely construction and readiness of structural foundations required for the installation of ride components.
- Utility Connections: Completion and availability of utility services (e.g., water, power, drainage) necessary for ride installation and commissioning.

Failure to achieve any of these critical milestones in accordance with the approved schedule shall be deemed a failure to support timely commissioning and will trigger liquidated damages as described above.

4.1.2 Overall Completion and Water Park Opening

If Contractor fails to achieve Substantial Completion and obtain City sign-off by the Contract completion date, such that the delay impacts the City's ability to open the water park to the public (including access to both existing attractions and the new slide complex) by May 21, 2026, and the delay is not caused by Force Majeure or the City's failure to meet its contractual obligations, Contractor shall pay the City liquidated damages in the sum of $5,000 per calendar day of delay. Such liquidated damages shall accrue from the Contract completion date until the earlier of the date the City is able to open the water park to the public.

4.1.3 Delay in Slide Complex Opening

If Contractor achieves sufficient completion to allow the water park to open to the public by the deadline above, but fails to complete and open the new slide complex by the Contract completion date and by the milestone date specified in the approved Project schedule, the Contractor shall pay the City liquidated damages in the sum of $1,000 per calendar day of delay beyond the Contract completion date and milestone date specified in the approved Project schedule. Such liquidated damages shall accrue until the slide complex is open for public use.

5 Payment and Performance Bonds; Guaranty

Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the contract price. Contractor shall submit all bonds electronically through Surety 2000. Pursuant to the bid documents for this Project, the Contractor is required to provide a written guaranty of Contractor's work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

6 Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Class B Contractor's License **or Specialty Contractor License consisting**

of Class licensee to perform the required work ("Work"). Contractor's DIR registration number is 1000047051. Contractor hereby certifies that it holds the required license(s).

CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

7 Subcontracting

Subject to any self-performance requirements herein, Contractor may subcontract any portion of the work required by this Contract to other persons or firms, and Contractor submitted with its bid a list of those subcontractors who will perform work in an amount in excess of one-half of one percent (1%) of the Contractor's total bid, in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code § 4100, et seq. Only such listed subcontractors may perform on this Project.

8 Non-Assignability

Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9 Administration

This Contract will be administered by the PUBLIC WORKS Department of the City. The DIRECTOR of PUBLIC WORKS or his or her designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10 Indemnification

To the maximum extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City, its Board of Director, the City's officers, employees, agents, volunteers, and representatives ("Indemnitees") with respect to any and all claims, suits, actions, stop notices, liabilities and/or damages, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor pursuant to this Contract, and in connection with the Project.

11 Insurance

11.1 Without limiting Contractor's indemnification of City, as described in paragraph 10, and unless modified by City, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better, which contain the coverage described below.

11.1.1 Commercial General Liability
- \$5,000,000.00 limit on a per occurrence basis
- \$10,000,000.00 general aggregate limit

* Policy shall include a per project aggregate

11.1.2 Commercial Automobile Liability
- \$5,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.1.3 Workers' Compensation and Employer's Liability
- Workers' Compensation -- coverage as required by the State of California
- Employer's Liability --
  \$1,000,000.00 each accident
  \$1,000,000.00 policy limit bodily injury
  \$1,000,000.00 each employee bodily injury by disease

11.1.4 Pollution/Environmental Liability*
- \$2,000,000.00 limit on a per occurrence basis

11.1.5 Professional Liability (Errors and Omissions)
- \$5,000,000.00 limit on a per occurrence basis
- \$10,000,000.00 general aggregate limit

11.2 Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: "The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" Clause.

11.3 Promptly upon execution of this Contract, and prior to commencement of any work, CONTRACTOR shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONTRACTOR has the required coverage and showing the required named insured. Within five (5) days of written request from CITY, CONTRACTOR shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

11.4 Said Certificates of Insurance shall provide that thirty (30) days' prior written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

11.5 The required policies of insurance shall be endorsed to waive all rights of subrogation. Contractors waives all rights of subrogation.

11.6 Acceptable Proof of Insurance:

A. ACORD Certificate of Insurance listing all coverage, limits, deductibles and insured; and endorsements for all applicable coverage if agent has authority to issue it; or additional insured Form CG20100704 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

B. Binders of insurance for all coverage. Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements and a corresponding Certificate of Insurance listing all insurers and coverage must be submitted to the City Attorney.

C. *When pollution/environmental liability coverage is provided on a "claims made basis", CONTRACTOR will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR, or its officers, employees, or agents during the time this Agreement was in effect.

11.7 The requirements as to the types and limits of insurance to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify CONTRACTOR's liabilities and obligations under this Contract.

11.8 Any policy or policies of insurance that CONTRACTOR elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.

11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONTRACTOR fails to maintain the required

insurance for any period of time or fails to comply with any of the insurance requirements listed above.

11.10 CONTRACTOR shall require any and all subcontractors working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of CONTRACTOR shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 11 will not be impacted and/or limited by such deviation.

12 State Labor Code

12.1 This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

12.2 This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

12.3 Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

12.4 Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

12.5 Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

12.6 Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

12.7 Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

12.8 Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

12.9 Eight hours labor constitutes a legal day's work, as set forth in Labor Code

Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

13 Antitrust Claims

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

14 Trenching and Excavations

Pursuant to Public Contract Code Section 7104, if the Project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

14.1 Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

14.2 Subsurface or latent physical conditions at the site differing from those indicated; and/or

14.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

14.4 As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars ($25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

15 Location of Existing Elements

Pursuant to Government Code Sections 4216 to 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

16 Third Party Claims

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The City shall timely notify Contractor of the receipt of any third-party claim relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

17 Non-Collusion

Contractor hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest or on behalf of any person or business not herein named. Contractor further certifies that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and Contractor has not in any manner sought by collusion to secure itself an advantage over any other bidder. Contractor also affirms that it has signed and submitted with its bid to the City a Non-collusion Declaration as required by Public Contract Code Section 7106.

18 Conflicts of Interest

Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Contract.

19 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, pursuant to Government Code Section 8546.7, if this Contract involves the expenditure of public funds in excess of ten thousand dollars ($10,000), Contractor shall be subject to State Auditor

examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Contract.

20 Substitute Security

Pursuant to Public Contract Code Section 22300, the substitution of securities for any moneys withheld by the City to ensure performance under a contract is permitted, except where financing will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 *et seq*.) or where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

Alternatively, Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by the City, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and its subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor. No Contractor shall require any subcontractor to waive any

provision of this paragraph.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

21 Claims Dispute Resolution

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of "claim" as individually defined therein.

22 Non-discrimination and Equal Employment Opportunity

22.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status . Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

22.2 The provisions of subsection 16.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

23 Integration

This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

24 Debarment and Suspension Certification
Title 2, Code of Federal Regulations, Part §180.300
The bidder, under penalty of perjury, certifies that, except as noted in a separate document, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

25 Force Majeure

A Force Majeure event shall mean an extraordinary event or circumstance that is unforeseeable and beyond the control of the parties involved that prevents them from fulfilling contractual obligations. For example: Acts of God or other natural disasters, pandemics, epidemics, or quarantine restrictions, terrorism or other acts of a public enemy.

26 Governing Law

This Contract will be governed by and construed in accordance with the laws of the State of California without reference to change of venue laws. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Los Angeles, California.

27 Successors and Assigns

The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

28 Exhibits

The exhibits and attachments referenced in this Contract are attached hereto and incorporated herein by this reference as though set forth in full in the Contract.

29 Authority to Sign

The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the construction of the Project.

30 Time is of the Essence

Time is of the essence in every provision of this Agreement in which time to perform is a factor.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE

SIGNATURE AREA

Salvador Mendez Date
City Manager Pro Tem

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38250 Sierra Highway
Palmdale, CA 93550

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Halfman
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

BERGMAN KPRS LLC

SIGNATURE AREA

Joel Stensby Date
CEO / President

ADDRESS FOR NOTICE:
BERGMAN KPRS LLC
2850 Saturn Street
Brea, CA 92821

ATTEST: If Corporation

Secretary

[Signatures of contractor on bond(s) must be notarized. Obtain two corporate signatures if contractor is a corporation.]

---------- INTERNAL USE ONLY ----------

□Certificate(s) and Endorsement(s) attached
□Confirmed business name on contract with certificate(s)
□Attached notarized bond(s), Worker's Compensation Certificate, and Guaranty
□Attached Agreement Checklist and met all requirements
□2 CFR 200 Checklist (if federally funded)

Exhibit A - Scope of Work

Scope of Work – Comprehensive Project Requirements

The Design-Build Entity (D-BE) shall be responsible for the complete design, permitting, construction, integration, and commissioning of the Drop Slide Ride and all supporting infrastructure improvements at DryTown Water Park in the City of Palmdale. The D-BE shall coordinate closely with WhiteWater Attractions, Ltd. (WhiteWater), who is separately contracted to provide the proprietary ride equipment and detailed slide path design.

1. Project Management and Communication

- **Regular Coordination Meetings**: Conduct regular coordination meetings (biweekly during design; weekly during construction) with City staff, WhiteWater, consultants, and key stakeholders.
- **Project Schedule Management**: Prepare and maintain a detailed project schedule including milestones, critical path, and WhiteWater integration points; submit monthly updates.
- **Progress Reporting**: Submit written monthly progress reports detailing schedule status, key accomplishments, submittals, RFIs, and issues requiring resolution.

2. Design Documentation and Approvals

- **Design Submittals**: Prepare and submit all required design documents for review and approval by the City and WhiteWater, including all disciplines (civil, structural, architectural, MEP, and low voltage).
- **Record Drawings/O&M Manuals**: Provide complete as-built drawings and O&M manuals for all systems and infrastructure as a condition of final acceptance.

3. Environmental and Site Considerations

- **Environmental Compliance**: Comply with all applicable environmental requirements including SWPPP implementation, dust and noise control, and handling of hazardous materials.
- **Site Restoration**: Restore all disturbed areas to original or better condition, including hardscape, landscape, and irrigation systems.

4. Safety and Risk Management

- **Construction Safety Plan**: Prepare and implement a comprehensive safety plan addressing worker and public safety, fencing, signage, and emergency protocols.
- **Insurance and Bonding**: Maintain all required insurance (general liability, builder's risk, workers' compensation) and provide performance and payment bonds per contract requirements.

5. Permitting Responsibility

The Design-Builder shall be responsible for obtaining, coordinating, and paying for all permits, approvals, inspections, and certifications necessary for the execution of the work, including but not limited to those required by federal, state, and local authorities having jurisdiction over the Project. This includes

preparation and submittal of all supporting studies, drawings, calculations, and documentation required for permit applications.

Permitting agencies may include, but are not limited to:

- City of Palmdale
- Los Angeles County Fire Department
- Los Angeles County Department of Public Health
- Cal/OSHA Division of Occupational Safety and Health (DOSH) Amusement Ride Unit
- Antelope Valley Air Quality Management District
- Palmdale Water District
- Southern California Edison
- Any additional regulatory or utility agencies with jurisdiction over specific project components

The Design-Builder shall coordinate the schedule and sequencing of permitting activities to ensure timely issuance of all necessary permits and approvals to meet the project schedule. The Design-Builder shall be responsible for any delays resulting from failure to obtain required permits or approvals in a timely manner.

The Design-Builder shall provide copies of all applications, correspondence, approvals, and permits to the City for its records. All permits shall be obtained in the name of the City of Palmdale where required.

6. Quality Control and Testing

- **QA/QC Plan**: Develop and implement a quality assurance/quality control plan covering design, construction, materials, and documentation standards.
- **Third-Party Testing**: Engage certified third-party firms for required testing and special inspections, including concrete, soil, structural, and electrical components.

7. Utility Coordination

- **Utility Relocation and Protection**: Identify and address conflicts with existing utilities through potholing and early coordination. Responsible for relocation or protection as required.
- **Coordination with Utility Providers**: Secure approvals and coordinate with all relevant utility agencies (e.g., SCE, Palmdale Water District, telecom providers) for new connections and adjustments.

8. Temporary Facilities and Logistics

- **Temporary Utilities**: Provide temporary water, power, and sanitary facilities during construction at no additional cost to the City.
- **Access and Traffic Control**: Manage construction access, parking, and traffic circulation within and around the park, including traffic control plans where necessary.
- Provide for public safety through access control, fencing, signing and construction barricading.

9. Stakeholder and Public Communication

- **Public Notification**: Provide advance notification and coordination for any construction activities impacting public access or park operations, including signage.
- **Neighboring Business Coordination**: Coordinate with adjacent attractions and any impacted businesses or City operations to minimize disruptions
- DB E to coordinate with Facilities, IT, Parks Maintenance, and other departments during design and construction phases with City Project Manager.

10. Warranty and Post-Construction Support

- **Warranty**: All work shall be warranted for one (1) year minimum from final acceptance. Longer product or subcontractor warranties must be transferred to the City.
- **Post-Construction Support**: Provide up to 40 hours of post-completion training and support for City staff, including troubleshooting and onboarding.

11. Allowances and Contingencies

- The Design-Builder shall include in the Price Proposal all allowances as specified in the Price Proposal Form. Allowances shall cover Owner-requested changes, City-directed enhancements, and unforeseen conditions requiring adjustment during construction.

- Use of allowances shall only occur through formal written authorization by the City via Change Order. The Design-Builder shall not proceed with work funded by an allowance without City-approved Change Order documentation.

- The Design-Builder shall maintain and provide documentation of all allowance usage, including detailed cost breakdowns, supplier or subcontractor invoices, and descriptions of work performed. Such documentation shall be submitted with the Design-Builder's monthly progress invoices.

12. Integration with WhiteWater Attractions

- **Design Coordination**:
  - Review WhiteWater's detailed design and exhibits (Appendix 3).
  - Evaluate existing CAD layout, geotechnical reports, and infrastructure.
  - Determine adequacy of existing MEP systems, ADA compliance, and fire/life safety.
  - Evaluate use of Main Electrical Room (preferred Panel or Panel 2) for ride power.
  - Review site for feasibility of Pump House expansion (east or west preferred).
- **Construction Phasing**:
  - **Phase 1 – Site Readiness**: Includes grading, foundations, and below-grade utility rough-ins.
  - **Phase 2 – Remaining Construction**: Includes fencing, flatwork, lighting, final utility connections, and full system integration.
- **Storage and Preassembly**:
  - Provide a secure hard-surfaced area with temporary chain link fencing and swing gates for staging and preassembly.
- **Pump House Alternate No. 1**: Design and price optional ventilation and cooling system. We are seeking a mechanical ventilation and/or cooling solution for the existing pump house, including its planned expansion. The D-B E will be responsible for evaluating current conditions, identifying the most effective and energy-efficient air exchange and cooling system, and implementing a turnkey solution that meets operational,

environmental, and safety requirements

- **Detailed Pedestal and Foundational Design with deep foundations (WW Item 2.4.1) Alternate No. 2:** Design and price optional Detailed Pedestal and Foundational Design with deep foundations if confirmed that WhiteWater will not include this in their scope.
- **Infrastructure Location and Potholing**: Schedule and perform potholing to verify utility locations; coordinate with City to minimize service disruptions.

13. Final Price Proposal Deliverables

- D-BE shall deliver all work identified in the **Final Price Proposal Spreadsheet** (Appendix A) as accepted by the City.
- This includes all line items related to:
    - General conditions and mobilization
    - Demolition and site prep
    - Utility and civil infrastructure
    - Electrical and low voltage systems
    - Structural and foundation work
    - Pump House improvements and alternates – including HVAC
    - IT/telecom integration
    - Landscape, fencing, and restoration
    - Shade structure for Staff at bottom of ride
    - Chemical analyzer telecom.
- Delivery of all items shall be in accordance with the project phasing, required permits, regulatory agency coordination, and schedule commitments. No exclusions or reductions shall be allowed unless approved in writing by the City.

14. Design Conformance and Alternative Consideration

The Design-Build Entity (D-B E) shall comply with all applicable requirements of the City of Palmdale, WhiteWater West Industries, Ltd. (WWI), and all regulatory agencies having jurisdiction, including but not limited to applicable codes, ordinances, regulations, design criteria, and standards. The D-B E shall ensure that all design and construction elements are consistent with:

- City-adopted rules, ordinances, standards, and policies.
- WhiteWater West Industries' technical specifications, requirements, and integration needs.
- Requirements of permitting authorities, including but not limited to Los Angeles County Fire Department, Los Angeles County Public Health, and Cal/OSHA Amusement Ride Unit.

Where requirements or design criteria are clearly defined, the D-B E shall strictly conform to those requirements.

Where no specific direction, standard, or specification is provided, the D-B E may propose design alternatives that meet or exceed the Project intent as described in this RFP, the Scope of Work, and the Minimum Technical Requirements. Any such proposed alternative shall be subject to the City's review and approval through the submittal process during the design phase. The City reserves the right, at its sole discretion, to accept or reject any proposed alternative or modification.

It is the responsibility of the D-B E to proactively identify areas where alternative approaches are proposed and to seek timely review and approval through formal submittals.

15. Commissioning Support for WhiteWater West

The Design-Build Entity (D-B E) shall provide comprehensive support to WhiteWater West Industries, Ltd. (WWI) in connection with the commissioning, testing, and certification of the new thrill ride attraction, in accordance with the requirements of WWI, the City of Palmdale, and all regulatory agencies. This support shall include, but is not limited to, the following:

15.1 Pre-Commissioning Coordination

- Coordinate and attend all commissioning planning meetings with WWI and City representatives.
- Review and incorporate WWI's commissioning schedule requirements into the overall project schedule.
- Ensure that all site work, infrastructure, utilities, and supporting systems necessary for WWI commissioning activities are completed, inspected, and operational by the dates specified in the approved project schedule.
- Identify and resolve potential conflicts between D-B E work and WWI commissioning activities.

15.2 Infrastructure and System Readiness

- Ensure completion and functional readiness of all infrastructure supporting WWI systems, including:
    - Mechanical, electrical, and plumbing connections.
    - Pumps, filtration systems, and associated controls.
    - Conduits, sleeves, and utility tie-ins.
    - Hardscape or platform areas needed for WWI's equipment setup and access.
- Provide verification (through testing, reports, or inspections) that supporting systems are installed and operational in accordance with design specifications and regulatory requirements prior to WWI commissioning activities.

15.3 On-Site Support During Commissioning

- Provide technical and field personnel as necessary to assist WWI with:
    - Troubleshooting and adjustments to D-B E-installed systems supporting the ride.
    - Utility shutdowns, startups, or modifications required during WWI commissioning.
    - Coordination of final tie-ins, as-built adjustments, or field modifications.
- Respond promptly to WWI field directives related to supporting infrastructure that are necessary for successful ride commissioning.

15.4 Documentation and Compliance

- Provide WWI and the City with all documentation and certifications required to demonstrate compliance of D-B E systems necessary for successful commissioning, including:
    - Testing reports for mechanical, electrical, and plumbing systems.
    - Certifications from third-party inspectors or agencies as required by regulatory authorities.
    - Updated as-built drawings showing all systems and connections relevant to WWI's work.

15.5 Commissioning Timeline

- The D-B E shall complete all required site readiness work to allow WWI to commence commissioning by the milestone dates established in the approved project schedule.
- Any delays to commissioning caused by D-B E's failure to complete required work shall be subject to the contract's liquidated damages provisions and/or other applicable remedies.

16. Project Closeout Deliverables

At the completion of the Project, and as a condition of Final Completion and acceptance by the City, the Design-Build Entity (D-B E) shall provide the following closeout deliverables:

16.1 As-Built / Record Drawings

- The D-B E shall prepare and deliver a complete set of as-built / record drawings reflecting all changes made during construction, including field changes, approved modifications, and concealed utilities uncovered during construction.
- As-built drawings shall:
    - Be prepared in AutoCAD (.dwg) and PDF formats.
    - Include electronic files, hard copy sets (two full-size sets), and one reproducible mylar set.
    - Comply with City of Palmdale CAD and GIS data standards (to be provided at the pre-construction meeting).
    - Clearly show utility tie-ins, equipment locations, foundation details, and any deviations from the design drawings.

16.2 Operations & Maintenance (O&M) Manuals

- The D-B E shall provide comprehensive O&M manuals for all equipment, systems, and infrastructure installed as part of the Project, including but not limited to:
    - Pumps
    - Filtration systems
    - Mechanical, electrical, and plumbing systems

- Control panels
- Specialized equipment associated with the thrill ride attraction

- Manuals shall:
  - Be indexed, tabbed, and bound in hard copy (two sets minimum).
  - Be provided in digital format (PDF, searchable).
  - Include manufacturer literature, warranties, recommended maintenance schedules, troubleshooting guides, and parts lists.
  - Identify key contacts for service and warranty support.

16.3 Warranties

- The D-B E shall submit a complete warranty package including:
  - Copies of all manufacturers' warranties and guarantees.
  - D-B E's general warranty against defects in workmanship, materials, and equipment for a period not less than one (1) year from the date of City's Notice of Completion or Final Acceptance, whichever is later.
  - A warranty matrix summarizing each warranty, term, covered equipment, and responsible party.

16.4 Final Reports / Certifications

- D-B E shall submit:
  - Final testing and commissioning reports.
  - Certifications of compliance from regulatory authorities, as applicable (e.g., Los Angeles County Public Health, Cal/OSHA Amusement Ride Unit).

16.5 Other Closeout Deliverables

- Final approved permit copies.
- Final inspection sign-offs.
- Final punch list completion certification.
- All keys, special tools, access codes, and control passwords associated with the Work.

All closeout deliverables shall be submitted in a timely manner and approved by the City as a condition of Final Completion. The City reserves the right to withhold final payment until all closeout documentation is received, reviewed, and accepted.

17. Additional Project Requirements

The Design-Builder shall include the following additional elements within the Scope of Work. These requirements shall be incorporated into the design, construction, and closeout of the project:

17.1 HVAC and Pump House Ventilation

- Provide HVAC or equivalent mechanical ventilation systems for the Pump House in accordance with applicable codes and manufacturer recommendations.
- Design shall ensure adequate temperature control, ventilation, and equipment protection, considering the expanded Pump House footprint.
- Submit mechanical plans and specifications for City review and approval prior to installation.

17.2 IT Network and Telecommunications

The Design-Builder shall furnish all labor, materials, equipment, and services necessary to complete the IT network, telecommunications, and related control system upgrades as described herein. Work shall include fiber optic cabling, terminations, testing, equipment installation, and coordination with City IT staff.

Fiber Optic Cabling

- Investigate existing pathways between the existing pull box at the proposed IDF location and the MDF location, including feasibility of utilizing existing conduits or pull boxes as shown on project diagrams.
- Pull and terminate six (6) strands of single-mode fiber optic cable between the MDF (Main Distribution Frame) location (labeled in red) and the new IDF (Intermediate Distribution Frame) location (labeled in yellow). The exact IDF location is to be finalized; it may be within the existing structure or within a new structure adjacent to the existing water slide structure.
- Terminate six (6) strands at both MDF and IDF locations using LC connectors into Corning CCH-CP12-A9 panels housed within their designated enclosures.
- Provide Optical Time-Domain Reflectometer (OTDR) test results to the City's IT Division for acceptance.

Ethernet Cabling (CAT6)

- If required by final design, install CAT6 cabling between devices and the IDF. Locations and quantities will be confirmed upon final determination of the IDF location.
- Terminate CAT6 cabling at a Leviton Cat 6 universal patch block (12-port) provided in the IDF equipment specification.

Equipment and Enclosures

- The Design-Builder shall provide and install the following equipment as part of the IT network scope:
    - **MDF:**
        - (1) CCH-01U Corning closet connector housing
        - (1) CCH-CP12-A9 Corning closet connector housing panel
    - **IDF:**
        - 4 ft wide by 3 ft tall fire-retardant backboard, mounted with unobstructed access
        - (1) Cisco Catalyst IE9300 rugged series switch (IE-9320-16P8U4X-E)
        - (2) Cisco PWR-RGD-AC-DC-250 Hazloc power supplies
        - (1) Tripp Lite SmartRack 2U vertical wall-mount rack bracket (SRWALLBRKT2U)
        - (1) Leviton Cat 6 universal patch block, 12-port (69586-004-U89)
        - (1) Corning CCH-CP12-A9 connector housing panel
        - (1) Corning WCH-02P wall-mountable connector housing

Chemical Control System Integration – BECSys7

The selected contractor shall provide all labor, materials, and equipment necessary to connect a data communication line to the new BECSys7 commercial chemical controller located in the new pool mechanical room. The connection must support remote monitoring and data transmission to the facility's network or a designated external access point.**Minimum Requirements:**

1. **Data Line Installation:**
    a. Install a shielded Cat6 (or approved equivalent) data cable from the BECSys7 unit to the designated network switch or router location.
    b. All cable runs shall be installed in conduit and secured in compliance with applicable electrical and safety codes.
2. **Network Coordination:**
    a. Coordinate with facility IT personnel to ensure proper IP addressing and integration with the facility's network.
    b. The City's IT Division will perform IP addressing, network integration, and remote access setup.
    c. Test connectivity to confirm the controller is fully operational and accessible remotely through the BECSys7 platform.
3. **Compliance:**

a. All work must comply with BECSys7 installation guidelines, manufacturer specifications, local code requirements, and City IT standards.

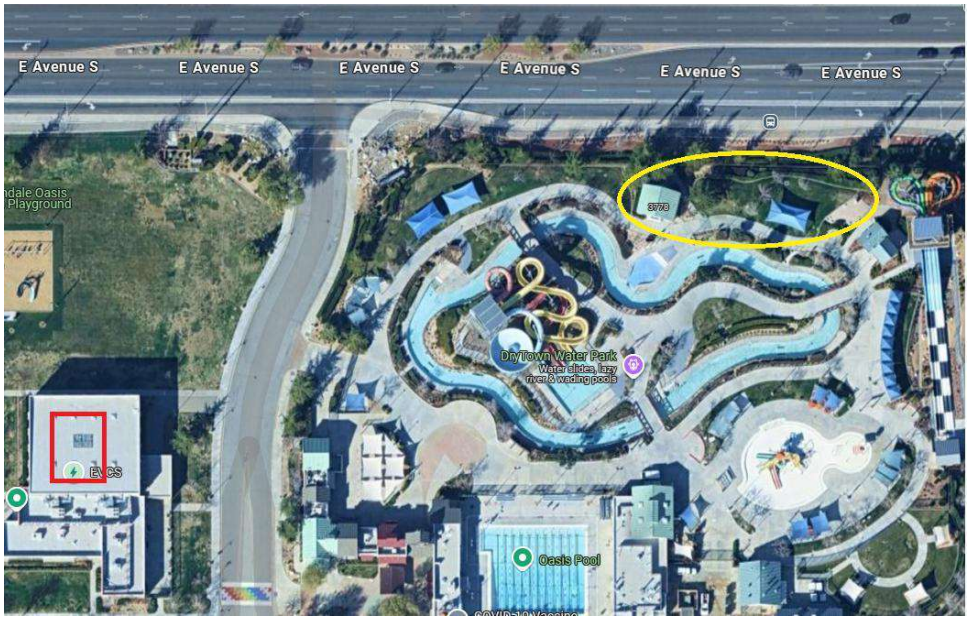
4. **Documentation:**

a. Provide as-built documentation identifying cable routes, terminations, and connection points.

b. Provide basic training or written instructions to facility staff for monitoring the BECSys7 system remotely.

General Requirements

- The Design-Builder shall coordinate all work with City IT staff to ensure compatibility with existing City infrastructure and to minimize disruptions to City operations.
- Any proposed use of City-owned fiber in the street (e.g., traffic signal fiber along Avenue S at 37th Street E or 40th Street E) shall be evaluated in collaboration with the City IT Division for feasibility, cost, and approval prior to implementation.
- Submit all documentation, including as-built drawings and test results, upon completion of the work.



17.3 Demolition Plan

- Prepare and submit a detailed demolition plan for City review and approval prior to the start of demolition work.
- The plan shall:
  - Identify all structures, utilities, and features to be removed.
  - Include protective measures to safeguard existing site elements to remain.
  - Address debris removal, dust control, and safety precautions during demolition activities.

- Coordinate demolition activities to minimize disruption to ongoing City operations and surrounding properties.

17.4 Design Submittal Requirements and Project Milestones

- Submit design documents at the following minimum milestones for City review and approval:
    - **30% Design Submittal**: Preliminary plans showing layout, key systems, and general design approach.
    - **60% Design Submittal**: Intermediate plans including major details, outline specifications, and updated schedule.
    - **90% Design Submittal**: Complete plans and specifications, addressing prior review comments.
    - **Final Design Submittal**: Issued for Construction (IFC) documents reflecting all final revisions and approvals.
- Comply with City of Palmdale CAD and GIS data standards (to be provided at the pre-construction meeting).
- Provide a minimum of one (1) electronic PDF copy for each submittal.
- Include updated cost estimates, schedules, and a response matrix for review comments at each submittal stage.
- Milestone submittals shall align with the overall project schedule to support permitting, procurement, and construction deadlines. The project must achieve the following critical milestones: (1) Final Design Approval by November 15, 2025; (2) Site Readiness Completion by February 21, 2026; (3) Substantial Completion by April 9, 2026; and (4) Final Completion no later than April 15, 2026. All work shall be coordinated to ensure the ride is operational and the water park is fully accessible by May 21, 2026 (Memorial Day Weekend 2026).

Seller (WhiteWater) versus Buyer (City of Palmdale) Scope of Work

While the slide tower and slides will be designed, manufactured, and installed under a separate contract with WhiteWater West Industries (WWI), the D-B E scope encompasses all supporting work outlined in the Buyer (City of Palmdale) column, except for the following items: 1.6, 1.7, 1.8, 2.11, 3.1.4, 3.3.7, 4.6, 5.1, 5.21, and 6.5.

Appendix 1 **Detailed Design & Engineering Services - Specifications**

PRELIMINARY DESIGN					
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER
	1.1	Preliminary Slide Layout (shown on SK)		■	
	1.2	Provide Project Manager who shall act as the primary point of contact for communication		■	
	1.3	Facilitate communication between the Seller and the Buyer's sub-contractors			■
	1.4	Provide a translator to translate to English, where applicable			■
	*1.5	Local code requirements with which the ride and installation must adhere			■
SK-12	*1.6	The Buyer agrees to provide plans and survey information sufficient to perform detailed design for the equipment supply included in this contract. The Buyer warrants that the site survey plans provided to WhiteWater are accurate in all material respects. The site survey plans will be provided in CAD format (.dwg). 3D CAD is required for **retrofit, expansion or indoor projects**, 2D CAD is sufficient for **outdoor projects** with no existing infrastructure. **The following details are required:** - Defined elevations - Site coordinate system, including global origin point - Site boundaries and limiting envelopes - Existing or planned utilities and easements that need to be considered during the design phase - Locations (orientation and elevation) of any existing structure(s) that will be used to support WhiteWater equipment. **The client's certified surveyor will undertake the liability of correctness and accuracy of information provided to WWI engineers for design reference. Any delays to the project as a result of inaccurate or incomplete surveying results will be the client's responsibility.**			■
		For all indoor projects, the following additional information is required: - Building plans with elevations and cross sections in 3D CAD and PDF - Architectural, structural and HVAC drawings in plan, elevations and cross sections views at WhiteWater product interfaces - Foundation and roof design in area(s) where WhiteWater attractions are located			
		For all projects that include Waterslide products in WhiteWater's scope of supply, the following additional information is required: - Final pool plan (where applicable) with deck plan, elevations, water levels, pool wall cross sections at WhiteWater product interfaces - Design check of structures designed by others, such as buildings or roof trusses, that are used to support any WhiteWater equipment.			

WHITEWATER EST. 1980

DryTown Water Park – Body Slide / Freefall Tower Project • March 12, 2025

		- When WhiteWater is replacing fiberglass on an existing waterslide structure, WhiteWater requires that design information be provided so a design check can be performed.			
	*1.7	Soils testing and geotechnical report for the purpose of foundation design			■
	*1.8	All climatic information (seismic,wind,snow) necessary to perform detailed design			■
		*** Critical startup information, delays may result in project schedule if not received in time (see schedule for more information)**			

DESIGN					
APPLICABLE TO:	**ITEM**	**ITEM DESCRIPTION**	**SPEC**	**SELLER**	**BUYER**
	2.1	**Fiberglass Waterslides**	**WS**		
SK-12	2.1.1	Slide path design showing waterslide parts with coordinates and grades		■	
	2.2	**Steel Slide Support System**	**ST**		
SK-12	2.2.1	Steel Columns including baseplates and anchors		■	
	2.2.2	Steel Arms		■	
	2.2.3	Steel Yokes		■	
	2.3	**Start Towers**	**ST**		
SK-12	2.3.1	Detailed framing and connections including Base plates and anchors		■	
	2.3.2	Guardrails and handrails		■	
	2.3.3	Stair treads		■	
	2.3.4	Decking		■	
	2.3.5	Canopy		■	
	2.3.6	Tower Lighting (If Applicable)			■
	2.4	**Concrete Works and Foundations**			
SK-12	2.4.1	Detailed Pedestal and Foundation Design*		■	
	2.4.2	High level design of shutdown lane slabs and sumps, inclusive of minimum required shape and depths		■	
	2.4.3	Detailed design of sumps			■
	2.4.4	Detailed design of runout lane slabs			■

		* WWI engineering scope for foundation design is limited to subsurface soil conditions that can satisfactorily allow the use of conventional concrete footings. Supporting grades and site preparation shall be capable of providing an allowable bearing pressure of at least 2,000 psf (100 kPa). Should local subsurface condition require deep foundations (e.g. piling, caissons), the foundations shall be designed by an engineer engaged by the purchaser to the forces provided by WWI Engineering and the parameters presented in the geotechnical report.			
	2.5	**Mechanical**			
SK-12	2.5.1	High level mechanical schematics for slide water supply system, inclusive of specification of pumps, pipe dimensions, valves, filters, flow meters, nozzles, etc.		■	
	2.5.2	Detailed design of complete mechanical system and plant room			■
	2.6	**Electrical**			
SK-12	2.6.1	High level electrical schematics for all WhiteWater supplied in-ride electrical power and control systems		■	
	2.6.2	Detailed design of overall electrical system including grounding detail			■
	2.6.3	All PLC programming for WhiteWater provided controls equipment		■	
All	**2.7**	**Assembly drawings and Layout plans showing all critical dimensional requirements**		■	
	2.8	**Permits**			■
	2.9	**Local Engineering Overseal (US and Canada Regions only)**		■	
	2.10	**If the authority having jurisdiction mandates the involvement of a registered architect in the project, it is the client's responsibility to arrange for their engagement**			■
	2.11	**Third Party Review (If required, Meetings, travel, and supplemental calculations to be provided at an additional charge)**			■

Appendix 2 **Equipment Supply Services - Specifications**

EQUIPMENT					
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER
	3.1	**Fiberglass Waterslides**	**WS**		
SK-12	3.1.1	Fiberglass waterslide parts		■	
	3.1.2	Fasteners for all flume to flume connections		■	
	3.1.3	SikaFlex® 1A brand or equivalent caulking as necessary for all flume to flume connections.		■	
	3.1.4	Waterslide vehicles			■
	3.1.5	Safety Signage			■
	3.1.6	Safety Equipment for Inspections and Maintenance			■
	3.1.7	Fiberglass effects: 17 Sections of AquaLucent		OPTIONAL	
	3.2	**Steel Slide Support System (Galvanized & Painted)**	**ST**		
SK-12	3.2.1	Steel Columns (Galvanized & Painted)		■	
	3.2.2	Steel Arms (Galvanized & Painted)		■	
	3.2.3	Steel Yokes (Galvanized & Painted)		■	
	3.2.4	All fasteners for WhiteWater equipment according to engineering specifications		■	
	3.3	**Start Towers (Galvanized & Painted)**	**ST**		
SK-12	3.3.1	Detailed framing and connections		■	
	3.3.2	Guardrails - Galvanized Steel Picket Railing		■	
	3.3.3	Handrails - Galvanized Steel		■	
	3.3.4	Composite Lumber Stair Treads		■	
	3.3.5	Composite Lumber Platform and Landing Decking		■	
	3.3.6	Canopy – Flat top hard canopy with standard paint. Vertical panel and panel to angle are excluded.		■	
	3.3.7	Weigh Scale(s) (If Applicable)			■
	3.3.8	All fasteners for WhiteWater equipment according to engineering specifications		■	
	3.4	**Concrete Works and Foundations**			
SK-12	3.4.1	Concrete pedestals			■
	3.4.2	Concrete sumps			■

	3.4.3	Grating over sumps and under shutdown lane (if required)			■
	3.4.4	Concrete waterproofing			■
	3.4.5	Shutdown Lane slabs			■
	3.4.6	Reinforcing steel for concrete works			■
	3.4.7	Grout below base plates			■
	3.4.8	Anchor bolts		■	
	3.4.9	Embed Plates		■	
	3.4.10	Anchor bolt steel templates (for cast in place anchor bolts)		■	
	3.4.11	Foundations and slabs			■
	3.5	**Mechanical**			
	3.5.1	Pumps			■
	3.5.2	Flow Meters (Installed in an accessible location)			■
	3.5.3	Piping for all pumps, sprayers, and drains complete with Plumbing supports			■
SK-12	3.5.4	Valves, filters, fittings, etc.			■
	3.5.5	Pool that meets WWI defined water elevations and dimensions			■
	3.5.6	VFD for Pump			■
	3.5.7	Mechanical room (Plant room)			■
	3.6	**Electrical - Basic Scope**			
	3.6.1	Power to customer controlled pumps			■
	3.6.2	Pump and motor disconnects (as required)			■
	3.6.3	E-Stops as required by local codes			■
SK-12	3.6.4	Pump and motor cables (VFD rated where required).			■
	3.6.5	Grounding and Bonding			■
	3.6.6	Conduit (supply and layout)			■
	3.6.7	Electrical supply to WWI supplied equipment (as required)			■
	3.6.8	Interconnecting wiring for WWI supplied equipment			■

WS SPEC-WS Specification – Waterslides

1. Flume
   - 1.1 All waterslide parts are produced to engineered laminate schedules in variable thickness to be compliant with relevant regulatory requirements including ASTM (F846, F853, F1193, F2376, and F2974), ISO 9000-2008 (Manufacturing) and British Standard EN 1069-01 .
   - 1.2 The base layer of isophthalic polyester resin is coated with two protective layers. Surfaces exposed to sunlight and back surfaces are coated with a polyurethane clear coat protecting them from UV. Riding, molded and back surfaces are coated with an ISO/NPG get coat protecting them against water fading and blistering from osmosis.
   - 1.3 Waterslide Risers: All flumes come with necessary risers for safety and to reduce water splash-out.
   - 1.4 Entry box: All waterslides come with pre-plumbed entry box complete with pipe stub and flexible coupler.
   - 1.5 Drilling: All flanges are pre-drilled.
   - 1.6 Fasteners: Flume to flume fasteners are hot-dipped galvanized steel for indoor application and stainless steel for outdoor application.
   - 1.7 Grabrails: All necessary grabrails which affix to the entry box are stainless steel and are included.
   - 1.8 Labeling: All parts are labeled with a part code number for easy identification.

ST SPEC-ST Specification – Steel

1. Fabrication
   - 1.1 All steel is fabricated in certified shops under Canadian Welding Bureau Standard CSA W47.1, or American Structural Welding Code AWS D1.1.
2. Materials
   - 2.1 All steel is new and conforms to ASTM designation as per the engineering drawings.
   - 2.2 All steel (excluding stainless steel when used) is provided hot dipped galvanized.
3. Level of Fabrication
   - 3.1 All steel is provided for bolt-up assembly. Columns are complete with clips for arms and braces, end caps, and baseplates. Arms have knee brace attached and all clips for attachment. All fasteners according to engineering specifications are supplied.
   - 3.2 All steel is provided for bolt-up assembly, unless specific design requirement calls for field welded connections.
   - 3.3 All columns are complete with base plates, clips, end plates, welded on.
4. **FINISH (IF PAINTED)**
   - 4.1 All Steel painted in customer's choice of color Painted finish. Steel is painted to Grade B Industrial Finish. (All painted steel will be cleaned and prepped with before receiving a two part Epoxy primer coat and two coats of topcoat. A clear coat is then applied to ensure vibrant and long lasting color.)

Appendix 3 **On-Site Services - Specifications**

INSTALLATION					
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER
	4	**Installation Advisory Services of WhiteWater supplied equipment:**		■	
	4.1	Ensure the work will be performed in accordance with WhiteWater's engineering drawings and specifications		■	
	4.2	Follow commonly accepted principles of good workmanship		■	
	4.3	Provide an initial inventory of all WhiteWater supplied materials delivered to the site		■	
	4.4	Work with the project stakeholders to develop and maintain a construction plan that will meet the overall project schedule		■	
	4.5	Provide the owner with an on-site representative to attend any scheduled site meetings and ensure effective communication between them and WhiteWater – acting as the primary on-site liaison between		■	
SK-12	4.6	The following conditions apply to the specified duration of man days included in the contract: - Duration is based on a seven-day work week and continuous work on site. If there are any "down days" where they are prevented from accessing the project site or if there is no installation crew available on certain days, these "down days" will be counted as part of the specified duration. - In case compliance with local labor laws or safety procedures on site - whichever is the more stringent – prevents a seven-day workweek, in consultation with Purchaser, schedule and price will be adjusted to reflect such compliance. - If the Installation Advisory Service extends past the specified duration for any reason outside of the control of WhiteWater, the Purchaser shall reimburse WhiteWater at a specified daily rate of $1450 USD/day. - If the Install Advisor must leave the project site for reasons caused by the Purchaser or others, then all costs for return trips are reimbursable by the Purchaser.			■
	4.7	To provide and pay for travel to the project site, local travel, lodging and per diem for the Installation Advisor for the duration specified herein.		■	
	***	**NOTE: Prior to WWI's arrival to site and equipment placement, a survey by a qualified land surveyor must be provided to WWI that shows the correct placement and orientation of the items in 5.10 below: all foundations, footings, concrete columns and piers, complete with placing steel embed plates and / or anchor bolts in the correct locations and orientations.**			■
SK-12	**5**	**Installation of WhiteWater supplied equipment:**		■	

5.1	Special Inspections required: Buyer shall be responsible for the following inspections (whichever applicable in the project) as per IBC or AISC carried out by qualified personnel: 1. Soil Compliance (As per Table 1705.6, 2015 IBC) 2. Concrete Construction (As per Table 1705.3, 2015 IBC) 3. Structural Steel Welding (As per Table N5.4, AISC 360-16) 4. High strength Bolts (As per Table N5.6, AISC 360-16) 5. Pier Deep Foundation (As per Table 1705.7&8, 2015 IBC) Notes: Local code requirements shall take precedence if more stringent.			■
5.2	Ensure the work will be performed during regular hours and there are no encumbrance for lifting or building.			■
5.3	Provide necessary labour, tools, and equipment to complete installation of WhiteWater supplied equipment		■	
5.4	Clean interior and exterior of slide, ready for public use		■	
5.5	Wax interior of slide, ready for public use		■	
5.6	Erect all structural steel supports and tower plumb and level in accordance with WhiteWater engineering drawings		■	
5.7	All required demolition and removal of existing structures and equipment.			■
5.8	Crew expenses, including all transportation, lodging, per diem and other per diems during construction		■	
5.9	Adequate lay-down area for equipment pre-assembly and for storage of the equipment, convenient to the site and close to the final position of the equipment. The lay-down area must be hard surfaced and accessible for trucks, cranes, fork lifts and other equipment necessary for the installation of the WhiteWater supplied equipment.			■

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DryTown Water Park – Body Slide / Freefall Tower Project • March 12, 2025

	5.10	All site work including, but not limited to: soil tests, stripping, grubbing, filling, site grading, site drainage, all foundations, footings, concrete columns and piers (and grouting of all column baseplates), complete with placing steel embed plates and / or anchor bolts in the correct locations and orientations as surveyed by a qualified land surveyor. **NOTE:** The successful installation of the WhiteWater equipment will require accurate installation of all foundations, pedestals and anchor bolts. These need to be within the tolerances documented in the WhiteWater engineering drawings. WhiteWater's suggested best practice for constructing the foundations would include the following steps: - Pre-construction meeting with WhiteWater, Purchaser and Concrete contractor to discuss the details of the WhiteWater Engineering drawings and the best approach for construction. - Lay out the location for each foundation and then confirm the center of the pedestal rebar cages by a surveyor before placing concrete. - Pour the foundations. - Once the anchor bolts have been placed inside the rebar cages projecting from the poured foundations, have a surveyor confirm the location and elevation for 1 bolt on each of the X and Y axes for each pedestal to ensure they are within the required tolerances and adjust as needed before placing concrete. This survey information should be shared with WhiteWater for review. - Once it has been confirmed by the surveyor that the positions of the anchors are within tolerance, proceed with pouring the pedestal concrete.			■
	5.11	All required site welding carried out by a certified professional welder		■	
	5.12	Building and sealing of building wall penetrations or enclosures, if required.			■
	5.13	All slabs on grade for shutdown lanes and / or pool decks.			■
	5.14	Construction of all pools, including pumps, valves, piping, filters, fittings, VFD's, starters, etc. This includes connection of water supply pipes to WWI equipment.			■
	5.15	The necessary block-outs in the pool walls and slabs to accommodate the slide pieces and to complete and finish this area after the slide is installed.			■
	5.16	All concrete work on tower platforms, stairways and walkways			■
	5.17	Adequate protection for the WhiteWater supplied equipment against paint over-spray, debris, concrete splatter or misuse by trades during the completion of the project.			■
	5.18	Cleanup of all concrete spatters and drips that fall on any fiberglass slide parts, support steel, or tower steel.			■
	5.19	Electrical connections, conduit and field wiring to any WhiteWater supplied electrical equipment. This includes grounding.			■
	5.20	Adequate water and electrical supplied within reasonable access to the work area for construction activities.			■
	5.21	Adequate toilet facilities within reasonable access to the work area.			■
	5.22	Adequate waste disposal containers.			■

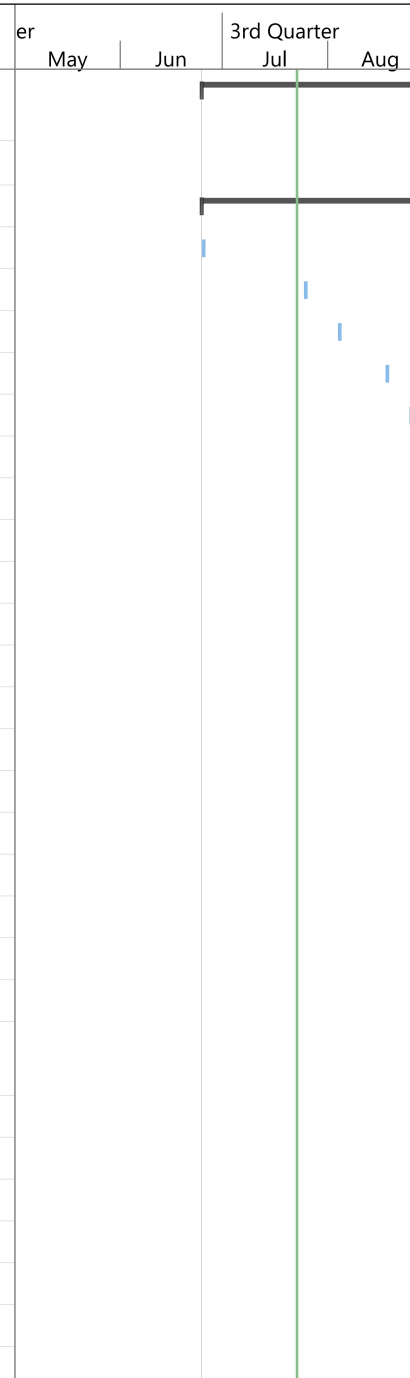
	5.23	All buildings, mechanical rooms, change rooms etc. as required for the project.			■
	5.24	Adequate access to the site for trucks, cranes, fork lifts, and other equipment necessary for the installation of the WhiteWater supplied equipment.			■
	5.25	Assume the risk of loss or theft of the construction materials, tools and equipment on site and is responsible to provide adequate security and fencing.			■
	5.26	Any other expenses not specifically defined in WhiteWater's obligations.			■

COMMISSIONING					
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER
	6	**Commissioning**			
	6.1	Testing the Whitewater supplied equipment		■	
	6.2	Certify that the equipment is compliant with WhiteWater's engineering drawings and applicable standards before the equipment is deemed ready for operations.		■	
	6.3	Provide basic training for operation and maintenance of WhiteWater supplied equipment.		■	
	6.4	Costs associated with any on site local authority inspections, permits, 3rd party certifications			■
	6.5	Client provide test riders of various sizes for test runs during Commissioning.			■
	*6.6	Safety Signage is installed as per WWI Operations Manual			■
SK-12	*6.7	All mechanical systems (including flow meters) and structures required to operate the ride will be complete, calibrated, and operable			■
	*6.8	All electrical systems required to power and control the ride will be complete and operable			■
	*6.9	At the purchaser's expense, filtered and treated water will be available in advance of testing			■
		*If, as a result of delays caused by the Purchaser or others, and the Installation Advisor is unable to certify the equipment during the specified duration, then all costs for return trips are reimbursable by the Purchaser.			
	7	**Post-Commissioning**			
	7.1	Final Operations and maintenance manual		■	
	7.2	Structural Inspection (one trip) by Whitewater's Eng. of Record, if required		■	

Exhibit B - Project Schedule

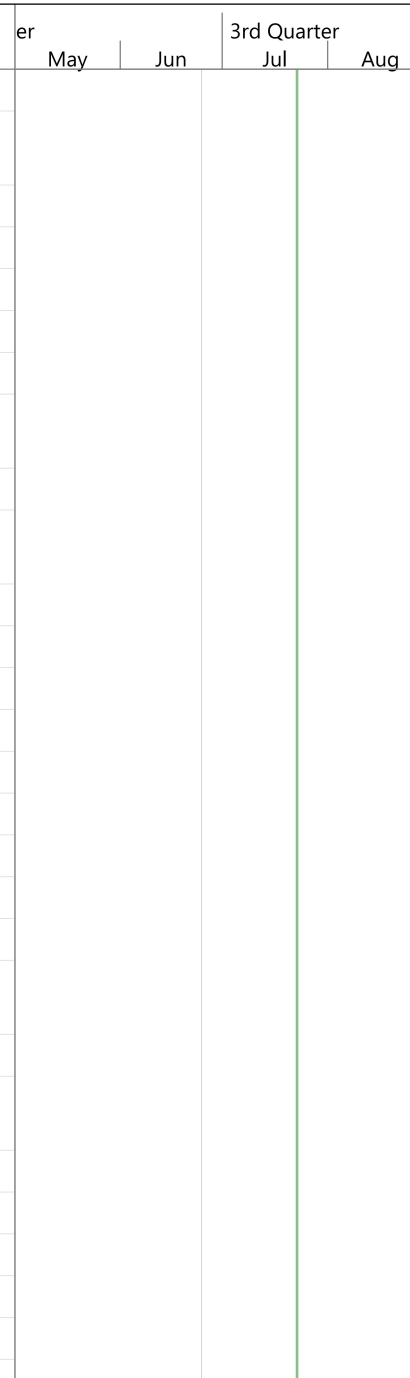
Drytown, Palmdale CA
Project Schedule- Proposal 7.25.25

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Dry Town- New Water Slide installation**	**229 days**	**Wed 6/25/25**	**Mon 5/11/26**		
2							
3		**RPF Process**	**58 days**	**Wed 6/25/25**	**Fri 9/12/25**		
4		Bid Posted	1 day	Wed 6/25/25	Wed 6/25/25		
5		Bid Due	1 day	Fri 7/25/25	Fri 7/25/25		
6		Interviews	1 day	Mon 8/4/25	Mon 8/4/25		
7		Negotiations	1 day	Mon 8/18/25	Mon 8/18/25		
8		Notice of D-B-E Selection	1 day	Mon 8/25/25	Mon 8/25/25		
9		City Council Approval	1 day	Tue 9/2/25	Tue 9/2/25		
10		NTP	1 day	Fri 9/12/25	Fri 9/12/25		
11							
12		**Design/CD's/ Permitting**	**132 days**	**Mon 9/15/25**	**Tue 3/17/26**	**10**	
13		Project kick off	5 days	Mon 9/15/25	Fri 9/19/25	10	
14		Studies/As Bulit's review	10 days	Mon 9/22/25	Fri 10/3/25	13	
15		Soils Report	5 days	Mon 9/22/25	Fri 9/26/25	13	
16		**Demands**	**1 day**	**Mon 9/22/25**	**Mon 9/22/25**		
17		Water	1 day	Mon 9/22/25	Mon 9/22/25	13	
18		Power	1 day	Mon 9/22/25	Mon 9/22/25	13	
19		Sewer	1 day	Mon 9/22/25	Mon 9/22/25	13	
20		**Site visit**	**10 days**	**Mon 9/22/25**	**Fri 10/3/25**		
21		Survey existing	10 days	Mon 9/22/25	Fri 10/3/25	13	
22		Existing power	5 days	Mon 9/22/25	Fri 9/26/25	13	
23		Existing water pressure/capacity	5 days	Mon 9/22/25	Fri 9/26/25	13	
24		Existing sewer capacity	5 days	Mon 9/22/25	Fri 9/26/25	13	
25		**Aquatics**	**117 days**	**Mon 10/6/25**	**Tue 3/17/26**		
26		Schematic design	10 days	Mon 10/6/25	Fri 10/17/25	21	
27		Design Development	20 days	Mon 10/20/25	Fri 11/14/25	26	
28		Construction Documents	30 days	Mon 11/17/25	Fri 12/26/25	27	
29		**Permitting- Health**	**57 days**	**Mon 12/29/25**	**Tue 3/17/26**		
30		Application and pre meeting	1 day	Mon 12/29/25	Mon 12/29/2	28	



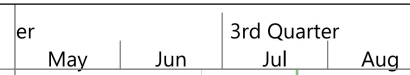
Drytown, Palmdale CA
Project Schedule- Proposal 7.25.25

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
33		Plan Check #2	15 days	Tue 2/3/26	Mon 2/23/26	32	
34		Plan check comments- Corrections	10 days	Tue 2/24/26	Mon 3/9/26	33	
35		Plan Check #3	5 days	Tue 3/10/26	Mon 3/16/26	34	
36		Approved Permits	1 day	Tue 3/17/26	Tue 3/17/26	35	
37		**Permitting-Building**	**57 days**	**Mon 12/29/25**	**Tue 3/17/26**		
38		Application and pre meeting	1 day	Mon 12/29/25	Mon 12/29/2	28	
39		Plan review	15 days	Tue 12/30/25	Mon 1/19/26	30	
40		Plan check comments- Corrections	10 days	Tue 1/20/26	Mon 2/2/26	31	
41		Plan Check #2	15 days	Tue 2/3/26	Mon 2/23/26	32	
42		Plan check comments- Corrections	10 days	Tue 2/24/26	Mon 3/9/26	33	
43		Plan Check #2	5 days	Tue 3/10/26	Mon 3/16/26	34	
44		Approved Permits	1 day	Tue 3/17/26	Tue 3/17/26	35	
45		**Building**	**102 days**	**Mon 10/6/25**	**Tue 2/24/26**		
46		Schematic design	10 days	Mon 10/6/25	Fri 10/17/25	21	
47		Design Development	20 days	Mon 10/20/25	Fri 11/14/25	46	
48		Construction Documents	30 days	Mon 11/17/25	Fri 12/26/25	47	
49		**Permitting- Building**	**42 days**	**Mon 12/29/25**	**Tue 2/24/26**		
50		Application and pre meeting	1 day	Mon 12/29/25	Mon 12/29/2	48	
51		Plan review	15 days	Tue 12/30/25	Mon 1/19/26	50	
52		Plan check comments- Corrections	10 days	Tue 1/20/26	Mon 2/2/26	51	
53		Plan Check #2	5 days	Tue 2/3/26	Mon 2/9/26	52	
54		Plan check comments- Corrections	5 days	Tue 2/10/26	Mon 2/16/26	53	
55		Plan Check #3	5 days	Tue 2/17/26	Mon 2/23/26	54	
56		Approved Permits	1 day	Tue 2/24/26	Tue 2/24/26	55	
57		**Permitting- Fire**	**42 days**	**Mon 12/29/25**	**Tue 2/24/26**		
58		Application and pre meeting	1 day	Mon 12/29/25	Mon 12/29/2	48	
59		Plan review	15 days	Tue 12/30/25	Mon 1/19/26	58	
60		Plan check comments	10 days	Tue 1/20/26	Mon 2/2/26	59	



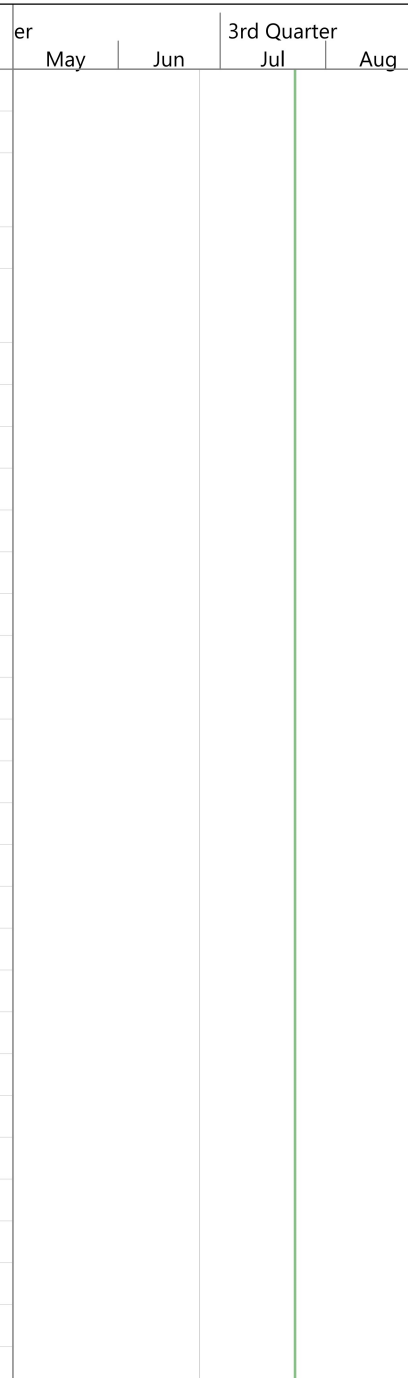
Drytown, Palmdale CA
Project Schedule- Proposal 7.25.25

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
62		Plan check comments-Corrections	5 days	Tue 2/10/26	Mon 2/16/26	61	
63		Plan Check #3	5 days	Tue 2/17/26	Mon 2/23/26	62	
64		Approved Permits	1 day	Tue 2/24/26	Tue 2/24/26	63	
65		**Civil**	**102 days**	**Mon 10/6/25**	**Tue 2/24/26**		
66		Schematic design	10 days	Mon 10/6/25	Fri 10/17/25	21	
67		Design Development	20 days	Mon 10/20/25	Fri 11/14/25	66	
68		Construction Documents	30 days	Mon 11/17/25	Fri 12/26/25	67	
69		**Permitting**	**42 days**	**Mon 12/29/25**	**Tue 2/24/26**		
70		Application and pre meeting	1 day	Mon 12/29/25	Mon 12/29/2	68	
71		Plan review	15 days	Tue 12/30/25	Mon 1/19/26	70	
72		Plan check comments-Corrections	10 days	Tue 1/20/26	Mon 2/2/26	71	
73		Plan Check #2	5 days	Tue 2/3/26	Mon 2/9/26	72	
74		Plan check comments-Corrections	5 days	Tue 2/10/26	Mon 2/16/26	73	
75		Plan Check #3	5 days	Tue 2/17/26	Mon 2/23/26	74	
76		Approved Permits	1 day	Tue 2/24/26	Tue 2/24/26	75	
77		**Landscape**	**102 days**	**Mon 10/6/25**	**Tue 2/24/26**		
78		Schematic design	10 days	Mon 10/6/25	Fri 10/17/25	21	
79		Design Development	20 days	Mon 10/20/25	Fri 11/14/25	78	
80		Construction Documents	30 days	Mon 11/17/25	Fri 12/26/25	79	
81		**Permitting**	**42 days**	**Mon 12/29/25**	**Tue 2/24/26**		
82		Application and pre meeting	1 day	Mon 12/29/25	Mon 12/29/25	80	
83		Plan review	15 days	Tue 12/30/25	Mon 1/19/26	82	
84		Plan check comments-Corrections	10 days	Tue 1/20/26	Mon 2/2/26	83	
85		Plan Check #2	5 days	Tue 2/3/26	Mon 2/9/26	84	
86		Plan check comments-Corrections	5 days	Tue 2/10/26	Mon 2/16/26	85	
87		Plan Check #3	5 days	Tue 2/17/26	Mon 2/23/26	86	
88		Approved Permits	1 day	Tue 2/24/26	Tue 2/24/26	87	



Drytown, Palmdale CA
Project Schedule- Proposal 7.25.25

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
92		Application and pre meeting	1 day	Mon 9/22/25	Mon 9/22/25	90	
93		Plan review	15 days	Tue 9/23/25	Mon 10/13/2	92	
94		Plan check comments- Corrections	10 days	Tue 10/14/25	Mon 10/27/25	93	
95		Plan Check #2	5 days	Tue 10/28/25	Mon 11/3/25	94	
96		Plan check comments- Corrections	5 days	Tue 11/4/25	Mon 11/10/25	95	
97		Plan Check #3	5 days	Tue 11/11/25	Mon 11/17/2	96	
98		Approved Permits	1 day	Tue 11/18/25	Tue 11/18/25	97	
99							
100		**Pre Construction**	**21 days**	**Wed 2/25/26**	**Wed 3/25/26**	**88,98**	
101		**Submittals**	**21 days**	**Wed 2/25/26**	**Wed 3/25/26**		
137							
138		**Construction**	**65 days**	**Tue 2/10/26**	**Mon 5/11/26**	**53**	
139		Mobilization	3 days	Tue 2/10/26	Thu 2/12/26	10	
140		SWPPS	2 days	Fri 2/13/26	Mon 2/16/26	139	
141		Safe off Electrical	1 day	Tue 2/17/26	Tue 2/17/26	140	
142		Safe off Water	1 day	Tue 2/17/26	Tue 2/17/26	140	
143		Safe off Sprinklers	1 day	Tue 2/17/26	Tue 2/17/26	140	
144		Safe off Storm drain	1 day	Tue 2/17/26	Tue 2/17/26	140	
145		**Site work**	**49 days**	**Tue 2/17/26**	**Fri 4/24/26**		
146		Demo	3 days	Tue 2/17/26	Thu 2/19/26	140	
147		Grading	3 days	Fri 2/20/26	Tue 2/24/26	146	
148		Storm Drain	2 days	Wed 2/25/26	Thu 2/26/26	147	
149		Water line- Extension	2 days	Wed 2/25/26	Thu 2/26/26	147	
150		Sewer Line Extension	2 days	Wed 2/25/26	Thu 2/26/26	147	
151		Back fill compaction	2 days	Fri 2/27/26	Mon 3/2/26	150	
152		Finish grading	3 days	Tue 3/3/26	Thu 3/5/26	151	
153		Sidewalk to launch tower	5 days	Wed 4/8/26	Tue 4/14/26	263	
154		Sidewalk/Run out area	5 days	Mon 4/20/26	Fri 4/24/26	266	
155		**Mechanical room**	**46 days**	**Tue 3/3/26**	**Tue 5/5/26**		
156		Survey	1 day	Tue 3/3/26	Tue 3/3/26	151	

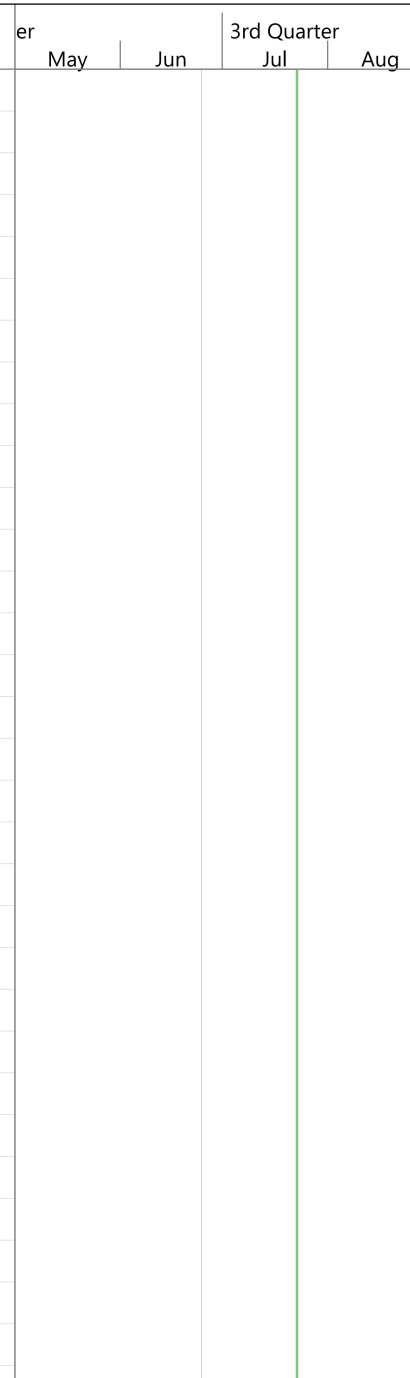


Drytown, Palmdale CA
Project Schedule- Proposal 7.25.25

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
160		Underground plumbing	1 day	Wed 3/11/26	Wed 3/11/26	158	
161		Form sump pit	1 day	Wed 3/11/26	Wed 3/11/26	158	
162		Rebar sump pit	1 day	Thu 3/12/26	Thu 3/12/26	161	
163		Deputy inspection	1 day	Fri 3/13/26	Fri 3/13/26	162	
164		City inspection	1 day	Fri 3/13/26	Fri 3/13/26	162	
165		Pour sump pit	1 day	Mon 3/16/26	Mon 3/16/26	164	
166		Strip sump pit	1 day	Tue 3/17/26	Tue 3/17/26	165	
167		Form Mech room slab	1 day	Tue 3/17/26	Tue 3/17/26	165	
168		Rebar- Mech area slab	5 days	Wed 3/18/26	Tue 3/24/26	166	
169		Install trench drains	2 days	Wed 3/18/26	Thu 3/19/26	166	
170		Deputy inspection	1 day	Fri 3/20/26	Fri 3/20/26	169	
171		City inspection	1 day	Fri 3/20/26	Fri 3/20/26	169	
172		Concrete pour slab	1 day	Mon 3/23/26	Mon 3/23/26	171	
173		Form put walls- Outer	5 days	Tue 3/24/26	Mon 3/30/26	172	
174		Rebar put walls	3 days	Tue 3/31/26	Thu 4/2/26	173	
175		Process pipe though the wall	2 days	Tue 3/31/26	Wed 4/1/26	173	
176		Deputy Inspection- Pit walls	1 day	Fri 4/3/26	Fri 4/3/26	174	
177		City inspection- Pit walls	1 day	Fri 4/3/26	Fri 4/3/26	174	
178		Form Pit walls- Inner	4 days	Mon 4/6/26	Thu 4/9/26	177	
179		Concrete pour Pit walls	1 day	Fri 4/10/26	Fri 4/10/26	178	
180		Form strip	1 day	Mon 4/13/26	Mon 4/13/26	179	
181		Pump pedestals	1 day	Tue 4/14/26	Tue 4/14/26	180	
182		Rough Plumbing	5 days	Wed 4/15/26	Tue 4/21/26	181	
183		Rought Electrical	5 days	Wed 4/15/26	Tue 4/21/26	181	
184		Set pumps/Filters	5 days	Wed 4/15/26	Tue 4/21/26	181	
185		Process piping	5 days	Wed 4/22/26	Tue 4/28/26	184	
186		Electrical	10 days	Wed 4/22/26	Tue 5/5/26	183	
187		Plumbing	5 days	Wed 4/22/26	Tue 4/28/26	182	
188		Chemcial System	3 days	Wed 4/29/26	Fri 5/1/26	187	
189		Controllers	3 days	Wed 4/29/26	Fri 5/1/26	187	
190		**Surge tank**	**44 days**	**Wed 3/11/26**	**Mon 5/11/26**		

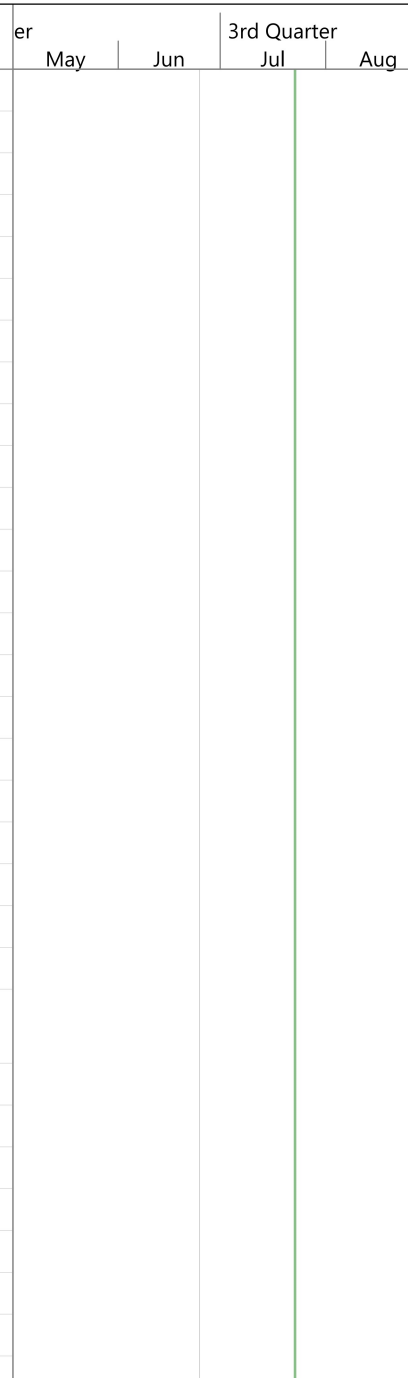
Drytown, Palmdale CA
Project Schedule- Proposal 7.25.25

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
194		Spoils haul off	1 day	Thu 3/19/26	Thu 3/19/26	193	
195		Form bottom of the tank	1 day	Fri 3/20/26	Fri 3/20/26	194	
196		Rebar- Bottom of tank	1 day	Mon 3/23/26	Mon 3/23/26	195	
197		Deputy inspection	1 day	Tue 3/24/26	Tue 3/24/26	196	
198		City Inspection	1 day	Tue 3/24/26	Tue 3/24/26	196	
199		Concrete pour bottom of tank	1 day	Wed 3/25/26	Wed 3/25/26	197	
200		Form tank walls- Outer	5 days	Thu 3/26/26	Wed 4/1/26	199	
201		Rebar tank walls	5 days	Thu 4/2/26	Wed 4/8/26	200	
202		Install process piping	3 days	Thu 4/2/26	Mon 4/6/26	200	
203		Deputy Inspection- Tank walls	1 day	Thu 4/9/26	Thu 4/9/26	201	
204		City inspection- Tank walls	1 day	Thu 4/9/26	Thu 4/9/26	201	
205		Form tank walls- Inner	5 days	Fri 4/10/26	Thu 4/16/26	204	
206		Concrete pour tank walls	1 day	Fri 4/17/26	Fri 4/17/26	205	
207		Form strip	1 day	Mon 4/20/26	Mon 4/20/26	206	
208		Shoring install for tank lid	3 days	Tue 4/21/26	Thu 4/23/26	207	
209		Rebar for tank lid	1 day	Fri 4/24/26	Fri 4/24/26	208	
210		Deputy inspection	1 day	Mon 4/27/26	Mon 4/27/26	209	
211		City Inspection	1 day	Mon 4/27/26	Mon 4/27/26	209	
212		Concrete pour- Deck lid	1 day	Tue 4/28/26	Tue 4/28/26	211	
213		Cure time	5 days	Wed 4/29/26	Tue 5/5/26	212	
214		Form Strip	1 day	Wed 5/6/26	Wed 5/6/26	213	
215		Auto fill	3 days	Thu 5/7/26	Mon 5/11/26	214	
216		**Footing Group #1**	**16 days**	**Tue 2/10/26**	**Tue 3/3/26**		
217		Survey	1 day	Tue 2/10/26	Tue 2/10/26	98	
218		Excavation	2 days	Wed 2/11/26	Thu 2/12/26	217	
219		Spoils haul off	1 day	Fri 2/13/26	Fri 2/13/26	218	
220		Foundation Rebar	2 days	Mon 2/16/26	Tue 2/17/26	219	
221		Inspection- Deputy	1 day	Wed 2/18/26	Wed 2/18/26	220	
222		Inspection- City	1 day	Wed 2/18/26	Wed 2/18/26	220	
223		Concrete pour	1 day	Thu 2/19/26	Thu 2/19/26	222	
224		Form Column	2 days	Fri 2/20/26	Mon 2/23/26	223	



Drytown, Palmdale CA
Project Schedule- Proposal 7.25.25

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
228		Inspection- City	1 day	Fri 2/27/26	Fri 2/27/26	226	
229		Concrete pour	1 day	Mon 3/2/26	Mon 3/2/26	228	
230		Survey Confirmation	1 day	Tue 3/3/26	Tue 3/3/26	229	
231		**Footing Group #2**	**16 days**	**Wed 2/18/26**	**Wed 3/11/26**		
232		Survey	1 day	Wed 2/18/26	Wed 2/18/26	220	
233		Excavation	2 days	Thu 2/19/26	Fri 2/20/26	232	
234		Spoils haul off	1 day	Mon 2/23/26	Mon 2/23/26	233	
235		Foundation Rebar	2 days	Tue 2/24/26	Wed 2/25/26	234	
236		Inspection- Deputy	1 day	Thu 2/26/26	Thu 2/26/26	235	
237		Inspection- City	1 day	Thu 2/26/26	Thu 2/26/26	235	
238		Pour Foundation	1 day	Fri 2/27/26	Fri 2/27/26	236	
239		Form Column	2 days	Mon 3/2/26	Tue 3/3/26	238	
240		Set rebar	2 days	Wed 3/4/26	Thu 3/5/26	239	
241		Set anchor bolts	1 day	Fri 3/6/26	Fri 3/6/26	240	
242		Inspection- Deputy	1 day	Mon 3/9/26	Mon 3/9/26	241	
243		Inspection- City	1 day	Mon 3/9/26	Mon 3/9/26	241	
244		Survey Confirmation	1 day	Tue 3/10/26	Tue 3/10/26	243	
245		Pour Columns	1 day	Wed 3/11/26	Wed 3/11/26	244	
246		**Run out slab**	**12 days**	**Wed 3/4/26**	**Thu 3/19/26**		
247		Survey	1 day	Wed 3/4/26	Wed 3/4/26	230	
248		Excavation	2 days	Thu 3/5/26	Fri 3/6/26	247	
249		Spoils haul off	1 day	Mon 3/9/26	Mon 3/9/26	248	
250		Process pipe- Mech Room to slide tower	2 days	Tue 3/10/26	Wed 3/11/26	249	
251		Drain lines	2 days	Tue 3/10/26	Wed 3/11/26	249	
252		Form	2 days	Tue 3/10/26	Wed 3/11/26	249	
253		Grading	1 day	Thu 3/12/26	Thu 3/12/26	252	
254		Rebar	2 days	Fri 3/13/26	Mon 3/16/26	253	
255		Inspection- Deputy	1 day	Tue 3/17/26	Tue 3/17/26	254	
256		Inspection- City	1 day	Wed 3/18/26	Wed 3/18/26	255	
257		Pour Run out	1 day	Thu 3/19/26	Thu 3/19/26	256	
258		**Attrraction erection**	**36 days**	**Fri 2/27/26**	**Fri 4/17/26**		



Drytown, Palmdale CA
Project Schedule- Proposal 7.25.25

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
261		Stair tower	5 days	Wed 3/18/26	Tue 3/24/26	260	
262		Set columns	5 days	Wed 3/25/26	Tue 3/31/26	261	
263		Stairs	5 days	Wed 4/1/26	Tue 4/7/26	262	
264		Set fiberglass	5 days	Wed 4/8/26	Tue 4/14/26	263	
265		Process piping	5 days	Wed 4/8/26	Tue 4/14/26	263	
266		Slide runout	3 days	Wed 4/15/26	Fri 4/17/26	264	
267		**Certification/ Inspection**	**7 days**	**Mon 4/20/26**	**Tue 4/28/26**		
268		Electrical	1 day	Mon 4/20/26	Mon 4/20/26	266	
269		Plumbing	1 day	Tue 4/21/26	Tue 4/21/26	268	
270		Site work	1 day	Wed 4/22/26	Wed 4/22/26	269	
271		Whitewater commissioning	1 day	Thu 4/23/26	Thu 4/23/26	270	
272		Health Inspection	1 day	Fri 4/24/26	Fri 4/24/26	271	
273		Building final	1 day	Mon 4/27/26	Mon 4/27/26	272	
274		DOSH Inspection	1 day	Tue 4/28/26	Tue 4/28/26	273	



AGREEMENT NO. A-9506
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND MNS ENGINEERS, INC.

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and MNS ENGINEERS, INC. (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS, City desires to engage CONSULTANT to provide certain consultant services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in this Contract. And, if required, is duly registered under the laws of the State of California; and

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

1.1 The City hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to provide the following services:

Project / Construction Management and Construction Observation on PN 924 DryTown Water Park Thrill Ride Attraction Project.

A) Coordinate schedule and deliverables
B) Design and Construction phases Support
C) Procurement and Construction Communication Management
D) Meeting Facilitation and Coordination
E) Construction Observation Services

Task 1 Project Management Services - Design and Construction Phase

1.1 Project Coordination and Oversight
1.2 Schedule and Deliverables Management
1.3 Contract Administration Support
1.4 Stakeholder Coordination and Meetings
1.5 Deliverables

Task 2 Construction Observation Services

2.1 Site Observation
2.2 Documentation and Reporting
2.3 Issue Resolution Support
2.4 Deliverables
2.5 Coordination with City Building and Safety Division

CONSULTANT's detailed proposal attached as Exhibit "A".

CONSULTANT shall perform and complete all such work and services in a manner satisfactory to CITY.

1.2 Project deliverables shall be reviewed and approved by CITY to determine acceptable completion. CITY shall have the right to review and inspect the work during the course of its performance at such times as may be specified by CITY.

1.3 CONSULTANT shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

1.4 CITY shall provide to CONSULTANT, without charge, all data, program information, including reports, records, maps, and other information, now in CITY's possession, which may facilitate the timely performance of the work.

2 CITY PROJECT MANAGER

To provide the services required by this Contract, CONSULTANT shall act under the authority and approval of a Project Manager appointed by CITY. The City Project Manager will oversee the work under this Contract, assist CONSULTANT with any necessary information, audit billings, and approve payments. CONSULTANT shall channel reports, deliverables, and special requests through the City Project Manager.

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

Sheila Niebla, P.E., Senior Project Engineer Robert Newman, P.E., PLS

This Consultant Services Contract has been awarded to CONSULTANT based on its representation that those personnel and subcontractors listed above will perform the portions of the work listed herein. CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.

4 CONTRACT TERM

The term of this contract is September 2025 to June 30, 2026; TEN (10) MONTHS, commencing on the effective date, with CITY reserving the option to extend the agreement for TWO (2) additional terms of one year each.

5 TAXES

5.1 CONSULTANT shall pay all sales, consumer, use, and other similar taxes required to be paid by CONSULTANT in accordance with state and local laws.

5.2 CONSULTANT is an independent contractor and shall have no power or authority to incur any debt, obligation, or liability on behalf of CITY. No person employed by CONSULTANT or acting on its behalf, in connection with this Contract shall be considered the Agent or employee of CITY.

5.3 CONSULTANT shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

6 PATENT FEES AND ROYALTIES

CONSULTANT shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified by CITY for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by CITY in the contract documents. CONSULTANT shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, product or device not specified by CITY, and shall defend all such claims in connection with any alleged infringement of such rights.

7 STANDARDS OF PERFORMANCE

CONSULTANT shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any such deficiencies or errors without additional compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY -furnished information.

8 CONSULTANT’S PERSONNEL

8.1 All services required under this Contract shall be performed by CONSULTANT, or under CONSULTANT’S direct supervision, and all personnel shall

possess the qualifications, permits and licenses required by State and local law to perform such services.

8.2 CONSULTANT shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Contract, and compliance with all reasonable performance standards established by CITY.

8.3 CONSULTANT shall be responsible for payment of all CONSULTANT's employees' and subcontractor's wages and benefits and shall comply with all requirements pertaining to the employer's liability, workers' compensation, unemployment insurance, and Social Security.

8.4 CONSULTANT shall indemnify and hold harmless CITY, and its respective officers, agents and employees from and against all claims, demands, damages or costs arising from CONSULTANT's acts or omissions with respect to any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices.

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of TWO HUNDRED and NINETY-NINE THOUSAND, NINE HUNDRED and EIGHTY-SEVEN dollars ($299987.00), payable as follows:

Task 1 Project / Construction Management = $209,974
Task 2 Construction Observation Services = $ 90,013

CONSULTANT to submit an itemized invoice monthly for services performed the prior month.

CONSULTANT's detailed Fee Schedule / Cost Proposal is included in the attached proposal as Exhibit "A".

The Contract Price is CONSULTANT'S estimate of its charges for all of the services, including all labor, equipment, material, subcontractor and reimbursable costs, to be provided under this Agreement. Progress payments shall be made on a time and material basis. Final payment shall be made upon completion of all services and City acceptance of all deliverables, not-to-exceed the Contract Price.

9.2 CONSULTANT shall perform no work in excess of the total contract price without prior written approval of CITY. Total contract price includes expenses related to travel to and from CITY to meet with City and to appear, if so required, before City Council or any other board or commission of CITY.

9.3 CONSULTANT shall maintain adequate records and shall permit inspection and audit by CITY of CONSULTANT's charges under this Contract. CONSULTANT shall make such records available to CITY during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records, and they will be available only to CITY and any specified public agencies. Such records shall be maintained by CONSULTANT for one (1) year following completion of the work under this Contract unless a longer period of time is required by state or federal law, in which event CONSULTANT shall retain its records for the time required by such laws.

9.4 No payment made hereunder by CITY to CONSULTANT, shall be construed as an acceptance by CITY of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this Contract.

10 INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT and any contractors or subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter "Indemnified Parties") for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONSULTANT, its contractors or subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONSULTANT and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONSULTANT shall ensure that the contract of any contractor or subcontractor working under this agreement contain an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONSULTANT shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

11 INSURANCE

11.1 CONSULTANT, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 11.8, must be reviewed and accepted by the City Attorney**.

11.1.1 Workers' Compensation and Employer's Liability

- Workers' Compensation—coverage as required by the State of California
- Employer's Liability:
  $1,000,000.00 each accident
  $1,000,000.00 policy limit bodily injury
  $1,000,000.00 each employee bodily injury by disease

11.1.2 Professional Liability (Errors & Omissions) Insurance*

- $1,000,000 limit on a per occurrence basis

11.1.3 Commercial General Liability

- $1,000,000.00 limit on a per occurrence basis
- $2,000,000.00 general aggregate limit

11.1.4 Commercial Automobile Liability

- $1,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.2 All of CONSULTANT's policies shall contain an endorsement providing that written notice shall be given to CITY at least thirty- (30) calendar days prior to termination, cancellation or reduction of coverage in the policy.

11.3 Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificate and endorsements shall state: "The City of Palmdale, the Successor Agency of the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insured's."

B. "Severability of Interest" clause.

11.4 Promptly on execution of this Contract, and prior to commencement of any work, CONSULTANT shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONSULTANT has the required coverage and showing the required named insureds. Within five (5) days of written request from CITY, CONSULTANT shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

11.5 The requirements as to the types and limits of insurance to be maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify CONSULTANT's liabilities and obligations under this Contract.

11.6 Any policy or policies of insurance that CONSULTANT elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.

11.7 All insurance coverage must be maintained throughout the duration of this Contract.

11.8 Acceptable Proof of Insurance:

11.8.1 ACORD Certificate of Insurance listing all coverages, limits, deductibles and insureds; and endorsements for all applicable coverages if agent has authority to issue it; Additional insured Form CG20101185 or CG20100707 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

11.8.2 Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements listing all insurers must be submitted to the City Attorney.

11.8.3 *When professional (E&O) liability coverage is provided on a "claims made basis", CONSULTANT will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONSULTANT fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

11.10 CONSULTANT shall require any and all subcontractor's working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of CONSULTANT shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be CONSULTANT's sole risk. CONSULTANT's insurance requirements in Section 11 will not be impacted and/or limited by such deviation.

12 TERMINATION WITHOUT CAUSE

CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to cease such work. CONSULTANT shall also surrender to CITY all finished or unfinished documents or programs and other materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

13 TERMINATION FOR CAUSE

13.1 If the City determines that the CONSULTANT has failed to supply an adequate working force, or to provide services of proper quality, or has failed in any other respect to satisfactorily perform the services specified in this Contract, the City shall give written notice to the CONSULTANT specifying all defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for the City's dissatisfaction and suggest corrective measures. If, after thirty days, the CONSULTANT has failed to implement the corrective measures, the City may elect to terminate this Contract, in whole or in part.

13.2 In the event the City terminates this Contract in whole or in part as provided herein above, the City may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

13.3 If this Contract is terminated as provided above, the City may require the CONSULTANT to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the CONSULTANT. Upon such termination, the CONSULTANT shall be paid an amount equal to the value of the services provided and work performed as of the date of termination. Such payment by the City may take into consideration the costs associated with hiring another CONSULTANT to complete the services. In the event no new CONSULTANT is employed, the CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses.

The above is in addition to any other remedies available by law or equity to the City.

13.4 If, after notice of termination of the Contract under the provisions of this Section 13, it is determined, for any reason, that CONSULTANT was not in default, or

that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 12.

14 DISPUTE RESOLUTION

All claims, disputes, and other matters in question between CITY and CONSULTANT arising out of, or relating to this Contract, or the breach thereof shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, research, field notes, investigations, analysis, and studies which are prepared in the performance of this Contract are to be, and remain the property of CITY. CONSULTANT shall furnish CITY, upon its request, originals or reproducible or electronic copies of reports, studies and of all other documents listed above.

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

16.1 CONSULTANT shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONSULTANT from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegates or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegates or subcontractor shall include the following:

A. The amount involved, together with CONSULTANT's analysis of such cost or price; and

B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.

C. The requirement to hire only those persons authorized by federal law to work in the United States.

16.2 Any assignment, delegation or subcontract shall be made in the name of CONSULTANT and shall not bind or purport to bind CITY and shall not release CONSULTANT from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegates and subcontractors. No such assignment, delegation or subcontract shall result in any increase in the amount of total compensation payable to CONSULTANT under this Contract.

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

17.1 In performance of this Contract, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.2 The provisions of subsection 17.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

18 FINANCIAL INTEREST CERTIFICATION

18.1 CONSULTANT warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no officer or employee of the CITY has any interest, financially or otherwise, in CONSULTANT's firm.

18.2 For breach or violation of this warranty, CITY shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

19 CONFLICT OF INTEREST

19.1 CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONSULTANT to be "financial interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

19.2 CONSULTANT shall not employ any City official or employee to perform any work required pursuant to this Contract.

19.3 If CONSULTANT is a registered professional engineer or licensed land surveyor and the scope of work requires CONSULTANT'S recommendation of the actual formula to spread the costs of an assessment district's improvements, then CONSULTANT shall not participate in making that recommendation if the additional elements set forth in Government Code section 87100.1(c) apply. Those additional elements are: (1) CONSULTANT has received income of $250 or more for professional services in connection with any parcel included in the benefit assessment district within 12 months prior to the creation of the district; and (2) the district includes other parcels in addition to those parcels for which CONSULTANT received the income. In the event a conflict of interest does arise in that context, City shall select a different CONSULTANT to recommend the actual formula to spread the costs of the assessment district's improvements and the costs of such services shall be deducted from the compensation to be paid to CONSULTANT.

19.4 To the extent required by the City Manager/designee, CONSULTANT shall complete and file with the City Clerk a Form 700 Statement of Economic Interests disclosing any reportable property interests, income, gifts, investments, or business positions.

20 COMPLIANCE WITH LAW

20.1 CONSULTANT shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States. If CONSULTANT uses any subcontractors to complete this Contract, this same requirement shall be included in all subcontracts and strictly enforced by CONSULTANT.

20.2 The law of the state of California shall govern this Contract. The venue of any legal action, either formal or informal, shall be the County of Los Angeles.

21 NOTICES

Any notice required under this Contract shall be in writing, addressed to the appropriate party at its address on the signature page and given personally or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

22 ENTIRE CONTRACT AND AMENDMENTS

22.1 This Contract is the complete agreement between the parties and supersedes all prior proposals, agreements, and understandings between the parties and may not be modified or terminated orally.

22.2 No attempted waiver of any of the provisions hereof, nor any modification in the nature, extent or duration of the work to be performed by CONSULTANT hereunder, shall be binding unless in writing and signed by the party against whom the same is sought to be enforced.

22.3 The failure of any party to enforce against another party any provision of this Contract shall not constitute a waiver of that party's right to enforce such a provision at a later time, and shall not serve to vary the terms of this Contract.

23 ATTORNEY'S FEES

If any action at law or in equity is brought to enforce or interpret any provisions of this Contract, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

SIGNATURE AREA

Salvador Mendez
City Manager Pro Tem

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38250 Sierra Hwy.
Palmdale, CA 93550

MNS ENGINEERS, INC.:

SIGNATURE AREA

Jeff Edwards
Vice President

ADDRESS FOR NOTICE:
MNS ENGINEERS, INC.
100 E. Thousand Oaks Blvd.
Thousand Oaks, CA

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Halfman
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements

August 25, 2025

Lee Torres
Director of Public Works
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550

SUBJECT: Revised Proposal Submission – Project Management – Dry Town Water Slide Design-Build RFQ/RFP Process (PN924)

Dear Mr. Torres,

MNS is pleased to submit this revised proposal to provide Project / Construction Management and Construction Observation Services for the Dry Town Water Slide Design-Build Project for Design and Construction Phase in the City of Palmdale. With extensive experience in capital improvement projects, construction oversight, utility coordination, and compliance management, our team is well-positioned to support the City in successfully delivering this project.

Our team includes highly qualified professionals with over 100 years of combined experience in project/construction management, construction observation, and public works in projects. We are committed to providing detailed oversight, schedule adherence, and quality assurance to meet the City's goals and ensure timely completion.

We look forward to the opportunity to partner with the City of Palmdale and contribute to the successful completion of Dry Town Waterslide. For inquiries, please contact Robert Newman at (661) 510-0111 or rnewman@mnsengineers.com.

Sincerely,
MNS Engineers, Inc.

Jeff Edwards
Vice President / Government Services Division
(805) 331-4848

MNS DETAILS

LEGAL NAME
MNS Engineers, Inc.

FIRM OWNERSHIP TYPE
C-Corporation

YEAR FIRM ESTABLISHED
1962

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
DIR No. 1000003564

CORPORATE OFFICE
201 N. Calle Cesar Chavez,
Suite 300
Santa Barbara, CA 93103

LOCAL OFFICE
100 E. Thousand Oaks
Boulevard, Suite 105
Thousand Oaks, CA 91360
805.692.6921 Office/Fax

PROJECT CONTACT
Robert Newman, PE, PLS
Project Manager
(661) 510-0111 Mobile
rnewman@mnsengineers.com

AUTHORIZED SIGNATURE
Jeff Edwards, PE
Vice President
(805) 331-4848 Cell
jedwards@mnsengineers.com

1. Qualifications and Experience

MNS Engineers, Inc. – Project Delivery Expertise

MNS Engineers, Inc. specializes in the successful delivery of public agency projects, including recreational facility improvements. Our team provides expert project management, construction oversight, observation, and coordination services that support the full lifecycle of complex design-build projects like the Dry Town Water Slide installation.

With a strong track record in managing municipal park projects, MNS ensures delivery of site improvements—including mechanical, electrical, and plumbing infrastructure—on time, within budget, and to the highest quality standards. For this project, we will oversee all key project activities, including procurement support, RFQ/RFP development, coordination of the design-build selection process, permitting support, and subsequent phases as desired by the City including construction-phase oversight.

MNS emphasizes clear communication and proactive problem-solving throughout each phase. We work closely with City staff, vendors, and contractors to streamline coordination, manage risk, and maintain project momentum. Our experience in managing stakeholder engagement, contract compliance, and construction logistics allows us to support the City in delivering a successful, high-impact recreational improvement with minimal disruption to operations.

With deep expertise in design-build delivery and aquatic facility improvements, MNS is a trusted partner to cities seeking efficient, responsive, and high-quality execution of community-focused projects.

Key Personnel

Sheila Niebla, PE

Project Management – Parks, Facilities, and Infrastructure
Registered Civil Engineer – CA License No. 68669
LEED AP | APWA Public Works Institute Certified
Expertise in Capital Project Delivery & Consultant Procurement

- RFQ/RFP Preparation & Consultant Selection for Public Works and Park Projects
- Project Management of Multi-Discipline Capital Improvements including Parks, Pools, and Civic Facilities
- Coordination with City Departments, Consultants, and Regulatory Agencies
- Budget Oversight, Schedule Control, and Compliance with State & Federal Funding Requirements

- Experience Delivering High-Profile Projects including Stadium Renovations, Pool Facilities, and LED Upgrades

- Leadership in Public Agency Engineering, Stakeholder Coordination, and Team Supervision

Sheila brings over 20 years of experience in municipal project management and engineering, including managing the City of Lancaster's largest capital programs. She has overseen planning, consultant procurement, and construction support for a wide range of projects such as the Lancaster Municipal Stadium Renovation, Webber Pool mechanical upgrades, and LED improvements at the Lancaster Performing Arts Center. Sheila has led the development of RFQs and RFPs, coordinated multi-agency reviews, and ensured compliance with public procurement procedures and grant funding requirements, delivering high-quality results across complex public infrastructure and community facility projects.

Robert Newman, PE, PLS

QA / QC
MNS Engineers, Inc. | 45 Years of Experience | PE License: CA No. 51733 | PLS License: CA No. 6696
Expertise in Park Project Oversight & Construction Management

- **Construction Management** for parks, open spaces, and recreational facilities.
- **Quality Assurance & Quality Control (QA/QC)** for grading, drainage, and landscape improvements.
- **Project Oversight & Budget Management** for large-scale municipal projects.
- **Stakeholder & Public Agency Coordination** to streamline approvals and ensure compliance.
- **Sustainable & Stormwater Solutions** for park infrastructure, trails, and green spaces.

2. Project Approach

Project Understanding and MNS Role

The City of Palmdale is implementing a major enhancement to DryTown Water Park through the installation of a new multi-slide tower complex—an exciting addition that will expand the park's appeal and provide a signature recreational attraction for residents and visitors alike. This project represents a key investment in the City's community amenities, supporting both tourism and quality of life for local families.

As the City's designated Project Manager (PM) consultant, MNS will support the City in fulfilling its responsibilities under the WhiteWater Proposal and in the administration of

the forthcoming construction contract with Bergman KPRS, LLC, which is anticipated to be awarded at the September 2nd City Council Meeting. Our role includes managing and coordinating all City-side obligations to ensure seamless alignment between the design-procurement efforts led by WhiteWater and the design-build delivery by Bergman KPRS. This includes overseeing schedule adherence, deliverables, and communication across both contracts to maintain consistency and momentum throughout the life of the project.

Our responsibilities include:

- **Schedule and Deliverables Coordination:** Assisting with schedule management across all phases, tracking key milestones, and coordinating City-side reviews and deliverables to maintain project momentum.
- **Support During Design and Construction Phases:** Providing continued project support during the design and construction phases, including coordination of City review, permit facilitation, oversight of contractor submittals, tracking action items, and verifying consistency with project objectives and technical requirements.
- **Procurement and Construction Communication Management:** Managing Requests for Information (RFIs), addenda, and clarifications throughout the procurement and construction processes to ensure timely and accurate communication.
- **Meeting Facilitation and Coordination:** Organizing and leading project meetings—including pre-proposal conferences, contractor interviews, coordination meetings, and construction progress meetings—while documenting outcomes, tracking follow-up items, and ensuring alignment between City staff, stakeholders, and the Design-Build team.
- **Construction Observation Services:** Providing part-time construction observation services to monitor site activities, document construction progress, verify compliance with approved plans and specifications, and support issue resolution in the field. Construction observation services will focus on critical construction milestones and coordination with City staff and the Design-Build team.

Through active management and coordination, our team will support the City in meeting its contractual obligations, maintain alignment between stakeholders, and ensure that the project remains on track for a successful project delivery anticipated in April 2026.

3. Scope of Work –Design & Construction Phases

Task 1. Project Management Services – Design and Construction Phase

MNS will provide comprehensive project management services, which include but are not limited to the following:

1.1 Project Coordination and Oversight

a) Serve as the primary liaison between the City, WhiteWater, Bergman KPRS, and other stakeholders.
b) Facilitate coordination between the City's design and install contract with WhiteWater and the construction contract with Bergman KPRS to ensure scope, schedule, and deliverables are aligned.
c) Provide ongoing communication to City staff, including regular updates, action item tracking, and resolution of issues that may impact project delivery.

1.2. Schedule and Deliverables Management

a) Monitor the project schedule, ensuring all design, permitting, and construction activities are progressing per timeline.
b) Review and comment on contractor's project schedule updates and recovery plans, if needed.
c) Ensure timely submission and review of submittals, RFIs, and other deliverables.

1.3 Contract Administration Support

a) Support City staff in administering the construction contract, including change order review and coordination with legal/contracting teams.
b) Track contract deliverables and payment applications for compliance with contract terms and documentation requirements.

1.4 Stakeholder Coordination and Meetings

a) Organize and facilitate coordination meetings, design review sessions, pre-construction meetings, and progress meetings.
b) Prepare and distribute agendas, meeting minutes, and action items.
c) Ensure alignment of technical decisions and approvals with City expectations and regulatory requirements.
d) **Communication Support**: Facilitating communication between the City's inspector(s), project team, and contractor to ensure expectations are understood and documentation is complete.

1.5 Deliverables

a) Monthly progress reports summarizing overall status, milestones, key issues, and risk items.
b) Meeting agendas and minutes.
c) Updated schedule tracking with commentary.
d) Final closeout support documentation.
e) As-built coordination
f) Warranty review

Task 2. Construction Observation Services

MNS will provide part-time observation services to supplement City oversight during the construction phase.

2.1 Site Observation

a) Perform regular field visits to observe ongoing construction work.
b) Verify compliance with approved design plans, specifications, and applicable codes and standards.
c) Monitor contractor performance, site conditions, safety practices, and staging/logistics.

2.2 Documentation and Reporting

a) Prepare and submit daily or weekly field reports documenting work progress, weather conditions, materials, crew sizes, equipment used, and any nonconforming work or field issues observed.
b) Maintain a photo log of construction progress and identified concerns.

2.3 Issue Resolution Support

a) Identify, communicate, and follow up on deficiencies or non-conforming work.
b) Coordinate with the Design-Build contractor and City staff to resolve field issues proactively.
c) Support the City in review of contractor submittals and RFIs as needed from an observation perspective.

2.4. Deliverables

a) Field observation reports.
b) Photo documentation.

2.5 Coordination with City Building & Safety Division

a) As part of construction observation services, MNS will coordinate closely with the City of Palmdale's Building & Safety Division to ensure required inspections, approvals, and sign-offs are conducted in accordance with applicable codes and permit conditions.
b) **Scheduling Coordination**: Collaborating with the Design-Build contractor and City staff to schedule required Building & Safety inspections at appropriate milestones (e.g., foundation, framing, MEP systems, and final sign-off).
c) **Inspection Readiness Review**: Observing work in advance of formal inspections to identify and address any potential issues that could delay approvals.
d) **Follow-up and Tracking**: Monitoring inspection outcomes, documenting corrections required by the City, and verifying that any deficiencies are resolved prior to re-inspection or closeout.
e) **Final Sign-Off Support**: Assisting the City in coordinating final Building & Safety approval to support timely issuance of Certificates of Occupancy or operational clearances, as applicable.

4. Project Management Controls

Sheila Niebla will lead MNS's oversight efforts during the design and construction phases of the DryTown Water Park Slide Installation project. Building on her successful leadership through procurement, Sheila will transition into active management of the project's delivery—ensuring clear communication, coordinated stakeholder input, and effective execution of all City-side responsibilities throughout the remaining project lifecycle.

Robert Newman will provide high-level QA/QC oversight throughout the design and construction phases of the project. This role includes monitoring the overall quality of project deliverables, offering strategic guidance to the project team, and ensuring consistency with project objectives and City expectations. The senior manager will remain engaged at key milestones to support issue resolution, promote effective coordination, and help maintain alignment with applicable standards, contract requirements, and stakeholder goals.

MNS will work proactively to identify project risks early and assist City staff in developing mitigation strategies. This includes maintaining a live risk register, tracking permitting constraints, and recommending corrective actions to protect schedule and budget objectives.

During the **design phase**, Sheila will:

- Coordinate between the City, WhiteWater (slide manufacturer), and Bergman KPRS (Design-Build contractor) to ensure the design aligns with the City's objectives and operational requirements.
- Facilitate internal review of plans and technical submittals, track design milestones, and verify compliance with permitting and utility coordination requirements.
- Lead regular design coordination meetings, documenting decisions and following up on outstanding items.

During the **construction phase**, Sheila will:

- Oversee construction progress in collaboration with MNS's inspector, maintaining alignment with approved plans, specifications, and safety standards.
- Manage the resolution of field issues, support timely responses to RFIs and submittals, and track change requests or schedule impacts.
- Prepare monthly status updates and lead progress meetings with City staff and the Design-Build team to ensure transparency and accountability.

Project Timeline and Assumptions

- Our proposal is based on an assumed **10-month project timeline** and the Contractors provide Preliminary Construction Schedule showing a start date of February 10, 2026, and completion date of April 28, 2026.
- Design-Build contract is awarded by September 2.
- MNS will not perform materials testing, surveying, or design services under this scope but will coordinate those efforts with relevant parties as required.

5. Conclusion

With structured, proactive management throughout the design and construction phases, Sheila will help ensure the DryTown Water Park Slide project remains on track and is delivered with quality and efficiency. Her deep understanding of municipal processes, attention to detail, and responsive coordination with City departments will support successful execution from contract award through final completion anticipated in the Spring of 2026.

100 E. Thousand Oaks Blvd | Thousand Oaks, CA
mnsengineers.com

6. Fee Schedule/Cost Proposal

Proposed Hours & Fee Structure – Dry Town Water Slide (PN924)

	Staffing					Project Cost
	Sr Project Manager (See Note *)	Sr. Inspector Part Time	QA / QC	Principal	MNS Resource Hours	Total Costs
Task Descriptions	$220	$190	$285	$310		
Task 1 Project / Construction Management						
Project / Construction Manager 10 Months - PM Part Time (Avg 20hrs Week) Sept 2025 - June 2026	850		50	6	906	$209,974
Task 2 Construction Observation Services						
Construction Observation Services 17 Weeks Construction (Part Time) (8hrs Project Initiation, 40 hours Closeout / Commissioning)		474			474	$90,013
Total Staff Hours	850	474	50	6	1,380	$299,987
Subtotal Staff Costs	$193,864	$90,013	$14,250	$1,860		

* Note: PM Rate increase of 4% effective January 1, 2026

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **3, 4, 5**

SUBJECT: **AWARD AND APPROVE CONSTRUCTION AGREEMENT WITH HARDY & HARPER INC., FOR PN 918, 2025 ARTERIAL OVERLAY PROJECT, FOR A TOTAL NOT TO EXCEED AMOUNT OF $4,163,500 FOR A TERM OF 45 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED**

RECOMMENDATION

Staff recommend that the City Council:

1. Award and Approve Construction Agreement No. A-9468 with Hardy & Harper Inc., for PN 918, 2025 Arterial Overlay Project (Project), for a total not to exceed amount of $4,163,500, which includes a contract amount of $3,785,000, plus a 10% contingency amount of $378,500 for a term of 45 working days from the date of the Notice to Proceed;

2. Authorize the City Manager Pro Tem or his designee to execute Agreement No. A-9468 with Hardy & Harper Inc., including minimal and/or non-substantial changes; and,

3. Authorize the City Manager Pro Tem or his designee to approve change orders for additional or changed scope of work up to the 10% contingency amount approved by the Council.

BACKGROUND

The Project work includes survey, traffic control, asphalt cold milling, asphalt paving, striping and markings, utility adjustments, survey monumentation, and traffic signal loop installation. All work will be performed within the existing rights-of-way. Construction duration is anticipated to be approximately forty-five (45) working days from the date of the Notice to Proceed.

DISCUSSION

The Project was advertised for construction bids through the PlanetBids electronic platform on July 26, 2025. Seven (7) bids were received on August 26, 2025. Hardy & Harper Inc., a Lake Forest contractor, was the lowest responsive and responsible bidder and secured a 10% bid bond as required.

Bidder	Location	Amount
1. Hardy & Harper Inc.	Lake Forest, CA	$3,785,000
2. Vance Corporation	Beaumont, CA	$3,908,420
3. C. A. Rasmussen	Santa Clarita, CA	$4,022,323
4. Calmex Engineering, Inc.	Bloomington, CA	$4,068,576
5. R.C. Becker and Son	Santa Clarita, CA	$4,222,533
6. Sully-Miller Contracting Company	Reseda, CA	$4,590,538
7. Granite Construction Company	Lancaster, CA	$5,123,742

References have been checked, and staff recommend that the City Council award Project No. 918 to the apparent low bidder, Hardy & Harper Inc., in the amount of $3,785,000 with a 10% contingency.

FISCAL IMPACT

$4,163,500; The Project is funded through Gas Tax and allocated in the Street Resurfacing accounts.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

A. Implement and administer environmentally sustainable programs.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Agrmt No. A-9468 with Hardy & Harper Inc.
Location Map

AGREEMENT NO. A- 9468
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND CONTRACTOR HARDY & HARPER

THIS CONTRACT (“Contract”) is made and entered into by and between City of Palmdale, a public entity ("City"), and CONTRACTOR HARDY & HARPER, a TBD ("Contractor"). Contractor and City are collectively referred to herein as the “parties.” This Contract shall become effective on the date of the last signatory.

1 Scope of Work

Contractor shall complete the Project in accordance with this Contract. Contractor shall furnish all materials and perform all work required for the completion of the following Project:

Project No. 918, 2025 Summer Arterial Overlay Project, the work may consist of but is not limited to: resurfacing of various arterial streets within the City of Palmdale as described in the project documents, including but not limited to tasks such as City of Palmdale coordination and permitting, public notification, Caltrans coordination and permitting, traffic control plan development, traffic control implementation and maintenance, spatial inventory of utility infrastructure at the surface, roadway surface preparation, crack sealing / filling, skin patching, cold milling, asphalt overlay, adjustment of utility infrastructure, traffic loop replacement, signing and thermoplastic striping.

2 Standard Specifications

Standard Specifications for City projects are those contained in the 2024 Greenbook edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). Except as otherwise expressly provided herein, the Standard Specifications shall control the general provisions, construction materials, and construction methods for this Contract (except as amended by the Plans for the Project), the General Specifications for the Project, the Special Provisions for the Project, any technical specifications for the Project, and any other contract documents.

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of Three million seven hundred and eighty-five thousand Dollars ($3785000) for the construction of the Project. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily construct the Project. Unless otherwise provided in the bid documents or agreed upon by the parties, Contractor shall submit detailed, monthly invoices for work actually performed.

4 Completion Date

The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed within forty five (45) working days of said notice.

5 Payment and Performance Bonds; Guaranty

Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the projected annual recurring services price for each year of the term of the contract. Contractor shall submit all bonds electronically through Surety 2000. Pursuant to the bid documents for this Project, the Contractor is required to provide a written guaranty of Contractor's work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

6 Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Class A Contractor's License to perform the required work ("Work"). Contractor's DIR registration number is 1000000076. Contractor hereby certifies that it holds the required license(s).

CONTRACTOR shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the CONTRACTOR as applicable to this contract.

CONTRACTOR shall be required to obtain a current City of Palmdale business license, as required by the Palmdale Municipal Code, before an Authorization to Proceed is issued.

7 Subcontracting

Subject to any self-performance requirements herein, Contractor may subcontract any portion of the work required by this Contract to other persons or firms, and Contractor submitted with its bid a list of those subcontractors who will perform work in an amount in excess of one-half of one percent (1%) of the Contractor's total bid, in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code § 4100, et seq. Only such listed subcontractors may perform on this Project.

8 Non-Assignability

Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9 Administration

This Contract will be administered by the Public Works Department of the City. The Director of Public Works or his or her designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10 Indemnification

To the maximum extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City, its Board of Director, the City's officers, employees, agents, volunteers, and representatives (“Indemnitees”) with respect to any and all claims, suits, actions, stop notices, liabilities and/or damages, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor pursuant to this Contract, and in connection with the Project.

11 Insurance

11.1 Without limiting Contractor's indemnification of City, as described in paragraph 10, and unless modified by City, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California and rated in A.M. Best’s Insurance Guide with a rating of A:VII or better, which contain the coverage described below.

11.1.1 Commercial General Liability
- $5,000,000.00 limit on a per occurrence basis
- $10,000,000.00 general aggregate limit

11.1.2 Commercial Automobile Liability
- $10,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.1.3 Workers’ Compensation and Employer’s Liability
- Workers’ Compensation -- coverage as required by the State of California
- Employer’s Liability --
  $1,000,000.00 each accident
  $1,000,000.00 policy limit bodily injury
  $1,000,000.00 each employee bodily injury by disease

11.1.4 Pollution/Environmental Liability*
- $2,000,000.00 limit on a per occurrence basis

11.1.5 Professional Liability (Errors & Omissions) Insurance*

- $1,000,000 limit on a per occurrence basis

11.2 Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: “The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured”.

B. “Severability of Interest” Clause.

11.3 Promptly upon execution of this Contract, and prior to commencement of any work, CONTRACTOR shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONTRACTOR has the required coverage and showing the required named insured. Within five (5) days of written request from CITY, CONTRACTOR shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

11.4 Said Certificates of Insurance shall provide that thirty (30) days’ prior written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

11.5 The required policies of insurance shall be endorsed to waive all rights of subrogation. Contractors waives all rights of subrogation.

11.6 Acceptable Proof of Insurance:

A. ACORD Certificate of Insurance listing all coverage, limits, deductibles and insured; and endorsements for all applicable coverage if agent has authority to issue it; or additional insured Form CG20100704 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

B. Binders of insurance for all coverage. Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements and a corresponding Certificate of Insurance listing all insurers and coverage must be submitted to the City Attorney.

C. *When pollution/environmental liability and professional (E&O) liability coverage is provided on a “claims made basis”, CONTRACTOR will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR, or its officers, employees, or agents during the time this Agreement was in effect.

11.7 The requirements as to the types and limits of insurance to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify CONTRACTOR’s liabilities and obligations under this Contract.

11.8 Any policy or policies of insurance that CONTRACTOR elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer’s right of subrogation against CITY.

11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONTRACTOR fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

11.10 CONTRACTOR shall require any and all subcontractors working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of CONTRACTOR shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 11 will not be impacted and/or limited by such deviation.

12 State Labor Code

12.1 This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

12.2 This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and

the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

12.3 Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

12.4 Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

12.5 Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

12.6 Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

12.7 Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

12.8 Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint

Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

12.9 Eight hours labor constitutes a legal day's work, as set forth in Labor Code

Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

13 Antitrust Claims

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

14 Trenching and Excavations

Pursuant to Public Contract Code Section 7104, if the Project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

14.1 Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

14.2 Subsurface or latent physical conditions at the site differing from those indicated; and/or

14.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

14.4 As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars ($25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

15 Location of Existing Elements

Pursuant to Government Code Sections 4216 to 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

16 Third Party Claims

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The City shall timely notify Contractor of the receipt of any third-party claim relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

17 Non-Collusion

Contractor hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest or on behalf of any person or business not herein named. Contractor further certifies that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or

business to refrain from bidding, and Contractor has not in any manner sought by collusion to secure itself an advantage over any other bidder. Contractor also affirms that it has signed and submitted with its bid to the City a Non-collusion Declaration as required by Public Contract Code Section 7106.

18 Conflicts of Interest

Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Contract.

19 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, pursuant to Government Code Section 8546.7, if this Contract involves the expenditure of public funds in excess of ten thousand dollars ($10,000), Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Contract.

20 Substitute Security

Pursuant to Public Contract Code Section 22300, the substitution of securities for any moneys withheld by the City to ensure performance under a contract is permitted, except where financing will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 *et seq*.) or where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

Alternatively, Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by the City, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and its subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor. No Contractor shall require any subcontractor to waive any provision of this paragraph.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

21 Claims Dispute Resolution

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and

Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of “claim” as individually defined therein.

22 Non-discrimination and Equal Employment Opportunity

22.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status . Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

22.2 The provisions of subsection 16.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk’s Office.

23 Integration

This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

24 Debarment and Suspension Certification

Title 2, Code of Federal Regulations, Part §180.300
The bidder, under penalty of perjury, certifies that, except as noted in a separate document, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, or manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

25 Governing Law

This Contract will be governed by and construed in accordance with the laws of the State of California without reference to change of venue laws. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Los Angeles, California.

26 Successors and Assigns

The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

27 Exhibits

The exhibits and attachments referenced in this Contract are attached hereto and incorporated herein by this reference as though set forth in full in the Contract.

28 Authority to Sign

The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the construction of the Project.

29 Time is of the Essence

Time is of the essence in every provision of this Agreement in which time to perform is a factor.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE

SIGNATURE AREA

Salvador Mendez Date
City Manager Pro Tem

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Highway
Palmdale, CA 93550

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Halfman
City Attorney

ATTEST:

Roxanne Faber
City Clerk

CONTRACTOR HARDY & HARPER

SIGNATURE AREA

Michael Amundson Date
Vice President

ADDRESS FOR NOTICE:
CONTRACTOR HARDY & HARPER
32 Rancho Circle,
Lake Forest, CA 92630

ATTEST: If Corporation

SIGNATURE AREA

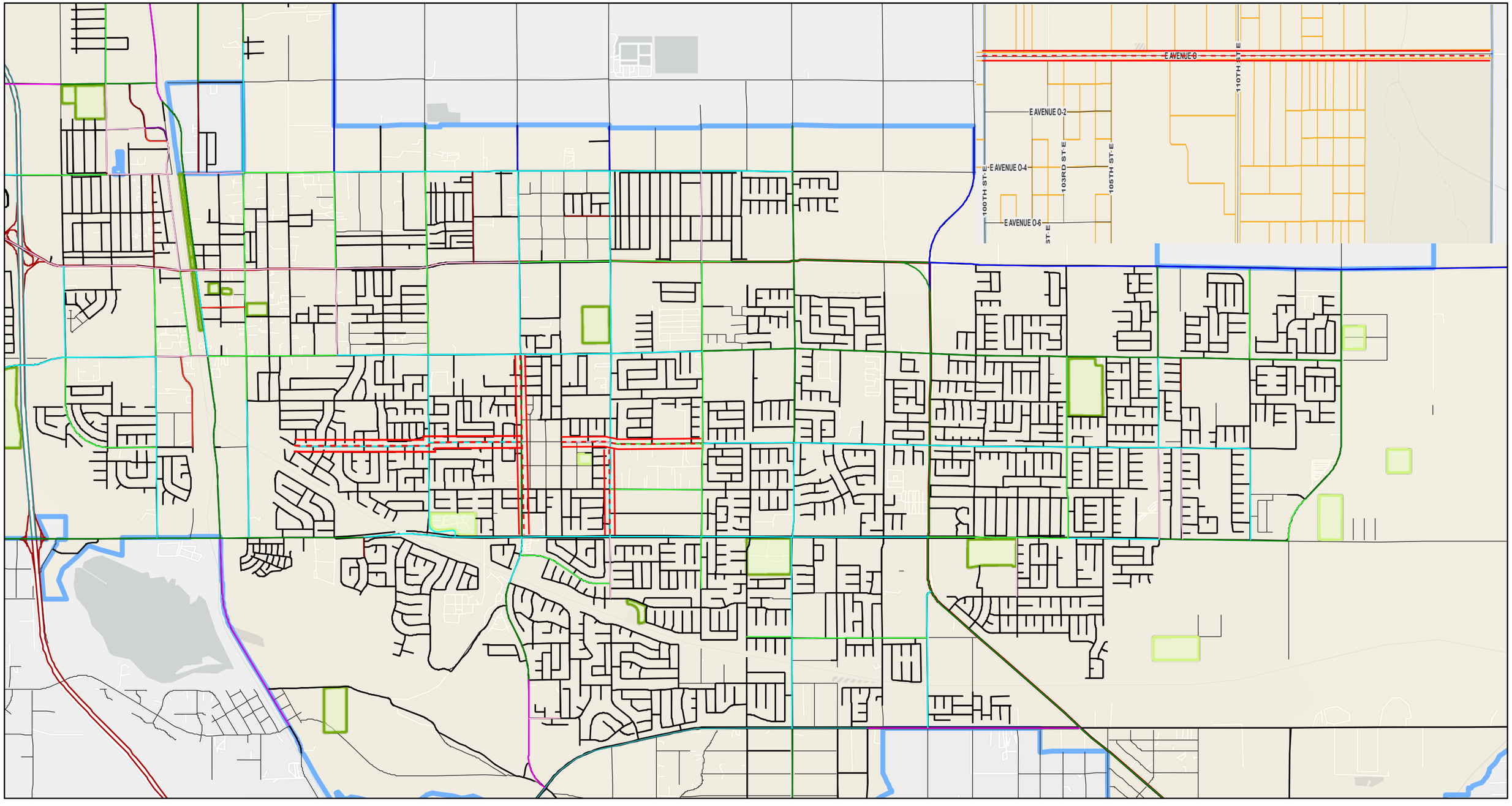
Secretary

[Signatures of contractor on bond(s) must be notarized. Obtain two corporate signatures if contractor is a corporation.]

---------- INTERNAL USE ONLY ----------

□Certificate(s) and Endorsement(s) attached
□Confirmed business name on contract with certificate(s)
□Attached notarized bond(s), Worker's Compensation Certificate, and Guaranty
□Attached Agreement Checklist and met all requirements
□2 CFR 200 Checklist (if federally funded)

PN 918 Summer Arterial Overlay Project



City of Palmdale
2025 Summer Overlay Project

PALMDALE
a place to call home

N
W E
S

Legend

- Project Area
- Parcel
- LACO: Unincorporated LA County Pocket
- Freeway
- Street
- Railroad
- Other Water Feature
- Lake
- City of Palmdale

Locations:

1. Ave R-8 from 12th St. East to 25th St. East
2. 20th St East from Ave R to Ave S
3. Ave R-8 from 27th St. East to 35th St East
4. 30th St East from Ave R-8 to Ave S
5. Ave O from 100th St East to 120

Notes:

- 1.5" grind on all streets unless otherwise required.
- Wedge grind at the edges of gutters and at terminal points.
- 3" overlay at this section of roadway.
- All traffic loops, striping, and markings must be inventoried and replaced by the contractor.

MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
AUGUST 1, 2025
9:00 AM

1) CALL MEETING TO ORDER

Mayor Pro Tem Bettencourt called the meeting to order at 9:05 am.

Note: All City Council memberships are reflected in their City Council titles.

2) ROLL CALL MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, LOA, OHLSEN, ALARCÓN

PRESENT: Laura Bettencourt, Austin Bishop, Richard J. Loa, Andrea Alarcón.
ABSENT: Eric Ohlsen.

Councilmember Ohlsen arrived at 9:36 am.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Councilmember Bishop led the pledge of allegiance.

4) PUBLIC COMMENTS

None.

5) PRESENTATION

5.1) City Council Strategic Planning Workshop.

Patrick Ibarra, Consultant, The Mejorando Group, outlined the agenda for the day. The Council and the consultant discussed the session's ground rules and desired outcomes for the session.

Mr. Ibarra discussed building a stronger community and focusing on solving problems that can be fixed by local government.

Councilmembers reviewed the current strategic plan and discussed ways to expand the current goals. They also discussed the BEST goals, strategic plan, and budget.

Break was held from 10:10 am - 10:26 am.

Deputy City Manager Lopez presented an overview of grant programs from other cities. The Council provided input to staff on options for setting aside funding for local non-profits, small businesses, community groups, veterans, youth, seniors, and the disabled.

Lunch was held from 11:45 am to 12:30 pm.

Department Director's provided status updates on their priority projects:

Director of Housing Reyes - Ninth Patriot, Juniper Valley Associates, Together California, Linc Housing, and Victory Outreach. She also discussed the Down Payment Assistance Program, Homelessness Plan, Workforce Development, Advancing Communities Together, Mental Health America, Two-Lifestyles, Dream Village, and the Los Angeles County Affordable Housing Solutions Agency (LACAHSA).

Director of Parks and Recreation Smith - DryTown Water Park, Emergency Operations Center, Littlerock Dam, and SAVES.

Director of Public Works Torres - McAdam Park, Chimbole Cultural Center, Avenue T, Rancho Vista Boulevard Grade Separation, and Avenue R Regional Basin.

Deputy Director of Public Works Livingston - Graffiti Removal.

Director of Economic and Community Development Taggart - Property Business Improvement District, Foreign Trade Zone 191, Palmdale Eats, Facade Updates, and Avenue M Corridor.

Director of Operations Samson - Position Recruitments, Onboarding Software Systems, Council Chamber Video Wall, AI Translation, and Security Operations Center.

City Manager's Team provided a status update on their projects:

Deputy City Manager Gallagher - National Night Out and the Public Safety Partnership with the Sheriff's Department

City Manager Pro Tem Mendez - Civic Center Design, Airport, Acquiring Water Rights, and the Auto Mall partnership.

Councilmembers presented their preferred discussion topics, including efforts to promote the city through advertising, the development of a recreation center at Domenic Massari Park, engagement with Los Angeles World Airports (LAWA) regarding reopening the Palmdale airport, updates on the Center for Transportation Technology Excellence, the High Desert Corridor and other transportation initiatives, the status of the relinquishment of Palmdale

Boulevard, and strategies to provide reliable, high-quality services to the residents of Palmdale.

6) ADJOURN

Mayor Pro Tem Bettencourt adjourned the meeting at 2:37 pm.

PASSED, APPROVED, and ADOPTED 2nd day of September 2025.

_____
Laura Bettencourt, Mayor Pro Tem

ATTEST:

_____
Rochelle Scott, City Clerk

MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
AUGUST 19, 2025
5:00 PM

1) CALL MEETING TO ORDER

Mayor Pro Tem Bettencourt called the meeting to order 5:00 pm.

Note: All City Council memberships are reflected in their City Council titles.

2) ROLL CALL MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, LOA, OHLSEN, ALARCÓN

PRESENT: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Councilmember Loa led the Pledge of Allegiance.

Deputy City Manager Lopez withdrew Item 4.2 from the agenda, and it was not discussed.

4) PRESENTATIONS

4.1) Commendation to Nuuvali Nuuvali in honor of his retirement from the City of Palmdale.

Mayor Pro Tem Bettencourt and Director of Parks and Recreation Smith presented a commendation to Nuuvali Nuuvali.

4.2) Update on Chimbole Cultural Center & Library Expansion Project.

This item was not heard.

Mayor Pro Tem Bettencourt announced there would be an agenda change, Section 11, Sheriff's Report was heard at this time.

5) PUBLIC COMMENTS

Mayor Pro Tem Bettencourt welcomed and encouraged public participation during the comment periods.

Public Comments: None.

Councilmember Alarcón pulled Items 6.2 and 6.3 for discussion.

6) CONSENT CALENDAR

6.1) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

6.2) Approve agreement with Community Effort Animal Rescue (CEAR) to expand the administration of the City's spay and neuter program and other animal-related programs for a not to exceed amount of $900,000 for a three-year term with the option to extend two additional one-year terms.

Supervising Coordinator German provided a brief overview of the spay and neuter program.

Ms. Cassandra O'Connell from Community Effort Animal Rescue ("CEAR") discussed their services and the positive impact they have on the community. Mayor Pro Tem Bettencourt inquired about the application process. Ms. O'Connell provided information on the application process.

Motion: Approve agreement with Community Effort Animal Rescue (CEAR) to expand the administration of the City's spay and neuter program and other animal-related programs for a not to exceed amount of $900,000 for a three-year term with the option to extend two additional one-year terms.
Moved by Austin Bishop, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

6.3) Adopt Resolution No. CC 2025-062, a Resolution of the City Council of the City of Palmdale, authorizing the execution of Grant Agreement with the U.S. Department of Transportation (USDOT) to receive Federal Funding for Safe Streets and Roads for All (SS4A) project.

Director of Public Works Torres delivered a PowerPoint presentation.

Council thanked staffed, discussed road safety, grant funding, and addressed the project scheduling.

Motion: Adopt Resolution No. CC 2025-062, a Resolution of the City Council of the City of Palmdale, authorizing the execution of Grant Agreement with the U.S. Department of Transportation (USDOT) to receive Federal Funding for Safe Streets and Roads for All (SS4A) project.
Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

6.4) Adopt Resolution No. CC 2025-061, a Resolution of the City Council of the City of Palmdale adopting the Joint Resolution of the Board of Supervisors of the County of Los Angeles, acting on behalf of the County and other County entities, the Board of Directors of the Antelope Valley Cemetery District, The Board of Trustees of the Antelope Valley Mosquito and Vector Control District, the Board of Directors of the County Sanitation District No. 14 of Los Angeles County, the Board of Directors of the Antelope Valley Resource Conservation District, The City Council of the City of Palmdale, the City Council of the City of Lancaster, The Board of Directors of the Antelope Valley-East Kern Water Agency, and the Board of Directors of the Quartz Hill Water District, approving and accepting the negotiated exchange of property tax revenues resulting from reorganization of property designated as Reorganization 40-169, Local Agency Formation Commission Designation 2024-02 between the Quartz Hill Water District and the Los Angeles County Waterworks District No. 40, Antelope Valley.

6.5) Approve agreement with Servicon Systems, Inc., to provide professional custodial services for a total not to exceed amount of $6,561,680 over a three-year term with two one-year options to extend.

6.6) Award construction agreement with Empire Landscape, Inc., for PN 591-D, Fiscal Year 2025-26 Upper Amargosa Creek Recharge Habitat Restoration/Mitigation Program (HRMP) for a total not to exceed amount of $2,217,281 for a term of 240 working days from the date of the Notice to Proceed and post installation maintenance/monitoring for five (5) years.

6.7) Award construction agreement with E2 Contracting, Inc., for PN 861, Amargosa Creek Trail Improvements for a total not to exceed amount of $774,977.02 for a term of 100 working days plus 90 days of maintenance post construction from the date of the Notice to Proceed.

6.8) Approve the minutes from the previous meeting.

Motion: Approve item listed on the Consent Calendar except Items 6.2 and 6.3.
Moved by Andrea Alarcón, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

7) APPOINTMENTS

7.1) City Council Committee Appointments.

City Clerk Scott presented the staff report.

Mayor Pro Tem Bettencourt spoke about the delay of the investigations.

Mayor Pro Tem Bettencourt made a motion, seconded by Councilmember Bishop, to keep the Maddy Act as it stands; the motion was withdrawn. There was further discussion on tabling the appointments.

Motion: Table the City Council Committee Appointments.
Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen. Abstain: Andrea Alarcón.

7.2) City Council nomination and appointment of four (4) members to the Mobile Home Park Rental Review Board

Item 7.2 was heard before Item 7.1.

City Clerk Scott presented the staff report.

Applicants introduced themselves and expressed their interest in serving the public.

Motion: Appoint Jamar Perkins, Debra McLaurin, Adam Sarabia, Marilyn Estrada to the Mobile Home Park Rental Review Board.
Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

8) PUBLIC HEARING

8.1) Adopt Ordinance No. 1659, an Ordinance of the City Council of the City of Palmdale approving Zoning Ordinance Amendment 25-0002 to modify commercial standards within the zoning ordinance and find that the project is consistent with Program Environmental Impact Report 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045).

Mayor Pro Tem Bettencourt opened the Public Hearing

City Clerk Scott read the title of the Ordinance No. 1659.

A motion was made and carried to introduce Ordinance No. 1659.

Planning Manager Magana presented the staff report.

Public Testimony: None

Motion: Adopt Ordinance No. 1659, an Ordinance of the City Council of the City of Palmdale approving Zoning Ordinance Amendment 25-0002 to modify commercial standards within the zoning ordinance and find that the project is consistent with Program Environmental Impact Report 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045).
Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

9) NEW BUSINESS

9.1) Adopt Ordinance No.1656, an Ordinance of the City Council of the City of Palmdale to adopt by reference the local responsibility area fire hazard severity zones map to designate very high, high and moderate severity zones for the City of Palmdale and amending Chapter 8.04 of the Palmdale Municipal Code to update the fire hazard severity zones regulations.

City Clerk Scott read the title Ordinance No. 1656.

A motion was made and carried to introduce Ordinance No. 1656.

Director of Economic and Community Development Taggart presented the staff report.

Councilmember Bishop discussed the necessity of the preventative measures. Councilmember Loa inquired about the possibility of insurance rates going up for those who live in fire zones, and Ms. Taggart responded.

The following individuals provided public comments: Roger Soderstedt addressed concerns regarding increases in fire insurance premiums; Yul Gevargis expressed concerns about a dry area off of 32nd Street East and Avenue T8, and he opposed the truck stop at that location; and Michael Ross discussed the City charter health and safety section and suggested using City funds for fire suppression.

Councilmember Bishop provided homeowners with options to keep their insurance from going up due to being in a fire zone.

Councilmember Alarcón spoke about the state’s intent for identifying the high fire severity zones and accessing federal and state grant funding. There was additional Council discussion.

Assistant Fire Chief Ghorbani offered information to the public on preparing their homes for a fire hazard.

Motion: Adopt Ordinance No.1656, an Ordinance of the City Council of the City of Palmdale to adopt by reference the local responsibility area fire hazard severity zones map to designate very high, high and moderate severity zones for the City of Palmdale and amending Chapter 8.04 of the Palmdale Municipal Code to update the fire hazard severity zones regulations.
Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

9.2) District Election Advisory Subcommittee.

City Attorney Halfman presented the staff report.

Council and City Attorney Halfman discussed the committee's parameters, requesting declaratory relief and clarification from the courts. The conversation also addressed the proposal to add a directly elected at-large mayor to the existing Council structure and involved a legal analysis of this approach.

Councilmember Ohlsen motioned for the City to contract with a California Voters Rights Act Consultant to conduct the analysis. Following additional discussion, the motion was not seconded and therefore did not pass.

Motion: Receive and file and table the matter until further consideration.
Moved by Austin Bishop, seconded by Andrea Alarcón.

Vote: Motion carried (4-1)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Andrea Alarcón.
No: Eric Ohlsen.

10) CITY MANAGER'S REPORT

Deputy City Manager Lopez provided an update on several upcoming events, including: Farmer's Market at Oasis Park on Fridays through October 31, Palmdale Partners Academy on August 20, Generations Juried Art Exhibit Opening Reception at Palmdale Playhouse and Legacy Commons on August 22, Books and Barks at the Library on August 26, The Prom Performance will be held at the Palmdale Playhouse on August 29, and District 4 Neighborhood Watch meeting at Domenic Massari Park on September 9.

11) SHERIFF'S REPORT

The Sheriff's report was heard after Item 4.1.

Captain Cartmill provided an update on response times for routine calls for service, the Public Safety partnership, Part 1 crimes, arrests, graffiti-related arrests, traffic collisions and speed enforcement, July 4th illegal fireworks enforcement, and National Night Out. He announced the Palmdale station would have an event on September 16 in memory of Deputy Clinkunbroomer, and there will be a two-day open house and haunted jail event at the Palmdale Sheriff's station on October 11 and 12.

Councilmember Alarcón inquired about federal enforcement activities within the City. Captain Cartmill responded he has not been made aware of any federal activity for ICE operations for immigration purposes.

12) NON-AGENDA PUBLIC COMMENTS

The following individuals provided public input: Michael Ross discussed the establishment of the Palmdale districts and requested the restoration of the at-large mayor; Mark Maldonado discussed incidents that transpired at the Lancaster and Palmdale meetings and the Multi-Agency Regional Recreation Center project; Carol Ross spoke in support of voting for a mayor, providing public comments, and the behavior of the Lancaster mayor; Betsy Haslett commented on the conduct of Councilmember Alarcón; Rich Gallego expressed concerns regarding the conduct of the Lancaster mayor during the meetings; Xavier Flores discussed the California Voting Rights Act protected classes and voting for an at-large mayor in Palmdale; Roger Soderstedt advocated for the rotational mayor system. David Harris thanked staff for working with the American Red Cross to establish an emergency shelter at Marie Kerr Park during the recent King Fire; and Marcos Alvarez discussed immigration enforcement and the negative impacts on students.

13) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Mayor Pro Tem Bettencourt requested information on the Palmdale homeless count at the next meeting. She expressed disagreement with a statement made by Lancaster's mayor concerning the alleged poisoning of individuals to get them out of their city. Additionally, she reminded residents of the District 3 Town Hall meeting scheduled for September 18 at 6:00 PM at the Palmdale Playhouse, and she extended birthday wishes to the City of Palmdale on August 24. She discussed forming an Ad Hoc Committee to discuss moving forward with the Little Rock Dam renovation project.

Councilmember Ohlsen requested that the Council bring back an agenda item that will authorize the Council to direct the City Attorney under the City Manager's authority to consult with a California Voter Rights Act Consultant who will let them know what their viable paths are related to bringing back a directly elected mayor. The vote was unanimous.

Councilmember Alarcón requested agenda items regarding the progress of city investigations into the City Manager, City Attorney, and both herself and Councilmember Loa.

14) CITY ATTORNEY'S REPORT

14.1) Identification of Immigration and Customs Enforcement ("ICE") Agents.

City Attorney Halfman provided a status update on this item.

Councilmember Alarcón discussed the revised policy by the Sheriff's Department and the actions taken by the Los County Board of Supervisors related to those impersonating ICE agents. She suggested that the Council adopt a resolution of solidarity with the County. Discussion ensued.

There was further discussion among the Council regarding the policy that was adopted by the Los Angeles County Sheriff's Department, the constitutional rights of those who live within the boundaries of the United States, and the importance of individuals advocating for their loved ones.

The following individuals provided public input: Leilani Reveles and Bryan Villagrana discussed safety concerns within the community; Rich Gallego expressed support for the Sheriff's Department, their protocols, and referenced the Supremacy Clause; David Villagrana advocated for ICE agents to clearly identify themselves; Napoleon Demison addressed community safety concerns; Yul Gevargis expressed support for ICE agents; Mikki Martinez supported ICE agents and recommended visible identification and the use of body cameras; Bertha De Alegria requested that ICE agents identify themselves and urged the support of elected officials; Ramon Caldera opposed federal agents wearing masks; Estefania Caldera commented on ICE raids, proposed the creation of a City resolution, and suggested collaboration with the Sheriff's Department to produce a public service announcement clarifying their procedures regarding immigration enforcement; Feliz Menendez emphasized community support; Marisela spoke about protecting the community, mental health services, and respecting citizens; Eduardo highlighted concerns about the immigrant community being targeted by ICE; Brandi Meyer supported ICE agents and recommended that the Sheriff's Office verify agent identification prior to entering residences; Marcos Alvarez addressed issues related to racially rooted federal laws; Xavier Flores discussed immigration enforcement; Betsy Haslett discussed human sex trafficking and complying with law enforcement; Adam commented in opposition to Assembly Bill 495 and spoke about immigration enforcement.

Councilmember Loa responded in general terms regarding his identification as an American of Latino descent and stated that he was in favor of the entire community.

Motion: Adopt a resolution of solidarity with the county, and its actions, both as an intervener in the federal action, and in its direction to the County Counsel to come up with an ordinance that will govern all of the cities in the county, and to include its support for the newly adopted July 11th protocol and policies by the Sheriff's department.
Moved by Andrea Alarcón, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.

15) ADJOURNMENT

Mayor Pro Tem Bettencourt adjourned the meeting at 9:27 pm to September 2, 2025, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 2nd day of September 2025.

_____
Laura Bettencourt, Mayor Pro Tem

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **HOUSING DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON THE DRAFT CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FOR FISCAL YEAR 2024-2025; REVIEW, APPROVE, AND AUTHORIZE THE CITY MANAGER PRO TEM OR THEIR DESIGNEE TO MAKE NECESSARY CHANGES AND SUBMIT THE CAPER REPORT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) BY SEPTEMBER 28, 2025, IN COMPLIANCE WITH HUD REGULATIONS**

RECOMMENDATION

Staff recommend that the City Council:

1. Open a public hearing to receive public comments on the Draft CAPER for Fiscal Year 2024-2025;

2. Review and approve the 2024-2025 CAPER; and,

3. Authorize the City Manager Pro Tem or their designee to make necessary changes and submit the CAPER report to HUD by September 28, 2025, in compliance with HUD Regulations.

BACKGROUND

As an entitlement and participating jurisdiction, the City of Palmdale receives an annual allocation of funds from HUD under its Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs. Additionally, the City received a special allocation of Community Development Block Grant COVID-19 (CDBG-CV) funds, as authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act enacted on March 27, 2020, to be used exclusively on eligible activities that prepare for, prevent, and respond to the COVID-19 pandemic. As an entitlement and participating jurisdiction, the City is required to prepare and obtain HUD approval of a Consolidated Plan covering a period of five years. The 2020 Five-year Consolidated Plan was approved by Council and submitted to HUD in June 2020. The plan addresses various HUD-required issues,

including the City's plan to address affordable housing and other needs of low- and moderate-income persons.

At the end of each grant year, the City is required to submit a CAPER, providing an assessment of the City's performance and a statement of its expenditures in meeting the goals and objectives stated in its Consolidated Plan and its Annual Action Plan.

DISCUSSION

The Action Plan identifies the programs, projects, and services to be provided during the fiscal year to meet the goals and objectives of the Consolidated Plan. As required by HUD regulations, the CAPER includes the use of the 2024-2025 allocation of $1,500,651 CDBG funds and $526,611 HOME funds, program income, and prior year funds. The CAPER also reports the special allocation of $1,932,895 of CDBG-CV funds. The following are the allocated and estimated use of funds for activities within the 2024-2025 program year:

CDBG Funds	**Allocated**	**Expended**
General CDBG Administration	$261,510	$128,086
Housing Rights Center (Fair Housing Services)	$38,620	$38,620
Administration - Total	**$300,130**	**$166,706**
South Antelope Valley Emergency Services – Saves	$225,697	$225,697
Public Service – Total	**$225,697**	**$225,697**
Public Facilities and Infrastructure	$1,602,187	$0
Public Facilities and Infrastructure - Total	**$1,602,187**	**$0**
Section 108 Loan Repayment	$347,518	$347,518
ADA Compliance – Q-12	$66,000	$240
Capital Improvements - Total	**$413,518**	**$347,758**
CDBG Total	**$2,541,532**	**$740,161**

HOME Funds	**Allocated**	**Expended**
General HOME Administration	$98,551	$98,551
Administration - Total	**$98,551**	**$98,551**
Tenant-Based Rental Assistance Program (TBRA)	$175,000	$151,977
CHDO Set-Aside	$78,917	$0
Affordable Housing development	$1,758,968	$0
Juniper Grove Apartments	$70,370	$70,370
HOME Programs/Projects - Total	**$2,083,255**	**$222,347**
HOME Total	**$2,181,806**	**$320,898**

CDBG-CV Funds	**Allocated**	**Expended**
General CDBG-CV Administration	$286,580	$188,185
Administration - Total	**$286,580**	**$188,185**
South Antelope Valley Emergency Services - SAVES	$1,223,952	$1,165,557
Public Service Programs -Total	**$1,223,952**	**$1,165,557**
CDBG-CV Total	**$1,510,532**	**$1,353,742**

The City complied with its Citizen Participation Plan and the CDBG regulations requiring that the CAPER be made available for public review and comment before submitting it to HUD. A public notice informing citizens of the locations where the report was available for review and inviting oral or written comments either before or at the public hearing on September 2, 2025, was published in the Antelope Valley Press and the City's website on August 16, 2025.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Prepared by:	Sophia Reyes, Director of Housing
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Draft CAPER for Fiscal Year 2024-2025

2024-2025 Consolidated Annual Performance and Evaluation Report

Community Development Block Grant
HOME Investment Partnerships Program

Draft September 2, 2025

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CITY OF PALMDALE

2024/2025 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT JULY 1, 2024 THROUGH JUNE 30, 2025

LAURA BETTENCOURT
Mayor Pro Tem

AUSTIN BISHOP
Council Member

Richard J. Loa
Council Member

ERIC OHLSEN
Council Member

Andrea Alarcon
Council Member

SALVADOR MENDEZ
City Manager Pro Tem

SOPHIA REYES
Director of Housing

BECKY BARTLETT
Analyst II

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This 2024-2025 Consolidated Annual Performance and Evaluation Report (CAPER) is the City of Palmdale's report to the U.S. Department of Housing and Urban Development (HUD) describing the use of federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds during the fifth program year of the 2020-2024 Consolidated Plan period, covering July 1, 2024, to June 30, 2025. This CAPER will also describe the use of the Community Development Block Grant Coronavirus (CDBG-CV) funds, as authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, enacted on March 27, 2020, and programmed into the City's 2019-2020 Annual Action Plan, as amended.

The City receives CDBG and HOME funds from HUD on a formula basis each year and receives a special allocation of CDBG-CV funds. In turn, the City implements projects and awards grants and loans to nonprofit, for-profit and public organizations for projects in furtherance of the adopted Consolidated Plan. The CDBG and HOME programs provide a wide range of eligible activities for the benefit of low and moderate-income Palmdale residents. The CDBG-CV funds provide eligible activities that prepare for, respond to, and prevent COVID-19 pandemic.

For the 2024-2025 program year, the City received $1,500,651 of CDBG funds $4,000 of CDBG Program Income and has $970,881 of unprogrammed prior year funds and $526,111 of HOME funds and has $1,539,385 of unprogrammed prior year funds from HUD. Together, with prior year(s) funding available, a total of $4,541,028 was allocated to projects in the 2024-2025 Action Plan. This investment of CDBG and HOME funds was a catalyst for positive change in the community. Together with other federal, state, and local investments, HUD resources allowed the City and its partners to:

- Provide fair housing services for 225 residents
- Provide homelessness prevention and assistance services to 10,787 residents
- Provided tenant-based rental assistance to 25 senior households
- Provide for ADA improvements at Q-12 that will benefit 2,070 residents when complete

Additionally, the City continued eligible activities for the special allocation of CDBG (CDBG-CV) in the amount of $1,932,895 to be used exclusively on eligible activities that prepare for, respond to, and prevent the COVID-19 pandemic. The CDBG-CV funds were programmed in the 2019-2020 Action Plan:

- Respond to COVID-19 pandemic by providing emergency rental assistance to 7

households; and

- Provide homelessness prevention and assistance services to 178,625 residents.

Table 1 provides a summary of the five-year and one-year accomplishments for the period ending June 30, 2025, arranged by each of the Strategic Plan Goals included in the 2020-2024 Strategic Plan of the Consolidated Plan and the COVID-19 Response goal in the 2019-2020 Action Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Strategic Plan & Program Year to Date

Goal	Category	2024-2025Amount Allocated	Indicator	Unit of Measure	5-Year Strategic Plan			2024-2025 Program Year 5		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Affordable Housing Development	Affordable Housing	HOME: $1,758,968	Rental units constructed	Household Housing Unit	99	99	00.00%	0	0	0%
Affordable Housing Preservation	Affordable Housing	HOME: $0	Rental Units Rehabilitated	Household Housing Unit	5	0	0.00%	0	0	0.00%
Rental Assistance	Affordable Housing	HOME: $175,000	Tenant-based rental assistance / Rapid Rehousing	Households	80	111	81.25%	20	25	125.00%
Fair Housing Services	Affordable Housing	CDBG: $38,620	Other	Other	1,500	1,443	63.20%	300	225	90.00%
Homelessness Prevention and Assistance	Homeless	CDBG: $225,697	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	N/A	N/A	N/A	10,787	10,787	100.00%
Public Facilities and Infrastructure Improvements	Non-Housing Community Development	CDBG: $2,175,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200,000	47,415	23.71%	40,000	0	0%

Goal	Category	2024-2025Amount Allocated	Indicator	Unit of Measure	5-Year Strategic Plan			2024-2025 Program Year 5		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Economic Opportunity	Non-Housing Community Development	CDBG: $0	Expand economic opportunity for low-income residents and small business owners	Businesses Assisted	40	0	0.00%	0	0	0.00%
				Jobs Created/Retained	20	0	0.00%	0	0	0.00%
Planning	Planning and Administration	CDBG: $261,510 HOME: $52,611	Other	Other	2	2	100.00%	2	2	100.00%
COVID-19 Response	Non-Housing Community Development	CDBG-CV $1,932,895	COVID-19 Impact	Businesses Assisted	20	11	55.00%	0	0	0.00%
				Households Assisted	50	53	92.00%	0	0	0.00%
				Persons Assisted	178,625	178,625	100.00%	178,625	178,625	100.00%
				Planning and Admin.	1	1	100.00%	1	1	100.00%

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the program year, the City and its housing and community development partners made progress on several 2024-2025 activities as well as some multi-year activities that continued during the program year. All CDBG and HOME funded activities addressed specific high priority objectives identified in the 2020-2024 Consolidated Plan. All CDBG-CV funded activities prepared for, responded to, or prevented the COVID-19 pandemic.

The CDBG-funded South Antelope Valley Emergency Services (SAVES) activity provided much-needed services through the CDBG entitlement funding and expanded their services with CDBG-CV funding. On March 4, 2020, the Los Angeles County Department of Public Health issued a State of Emergency and ordered all non-essential businesses to close due to the COVID-19 Pandemic. On March 16, 2020, SAVES adopted the COVID-19 National Emergency model to become an emergency-only food distribution center. SAVES re-designed from client choice to a no-contact drive-thru. SAVES also coordinated with local churches and community group volunteers to deliver emergency food to shut-in senior residents. The Federal Government's public health emergency declaration expired May 11, 2023, the State of California's declaration expired February 28, 2023, and Los Angeles County's declaration expired March 31, 2023. The City of Palmdale continues to serve residents affected by the pandemic. As a result, SAVES served people within all residential tracts of the City, meeting the Low and Moderate Clientele National Objective. During the program year, 10,787 food orders were distributed to needy households.

Most CDBG funds were allocated to public facilities and infrastructure improvement activities to benefit low- and moderate-income neighborhoods, provide disabled access, provide facilities for homelessness prevention services, or directly support affordable housing during the program year. The project scope for the ADA Improvements at Q-12 was increased to include street improvements. Construction is anticipated to be completed by August 2025. Funds have been allocated for the construction and improvement of sidewalk, curb, and gutter infrastructure along 3rd Street East to enhance pedestrian safety and neighborhood accessibility, estimated to be completed in December 2025.

The 2024 HOME-funded Tenant Based Rental Assistance (TBRA) assisted 25 unduplicated extremely low-income senior households (age 62 or older) experiencing a severe housing cost burden (more than 50% of household income goes to rent).

The City has worked tirelessly to prepare for, respond to, and prevent Coronavirus. The City has made significant progress toward the numeric accomplishment goals for projects during this fifth year of the five-year Consolidated Plan period and to prepare for, respond to, and prevent the COVID-19 pandemic. Each of the activities that were underway during the 2024-2025 program year are listed in Figure 1, including the amount of CDBG, HOME, or CDBG-CV funds allocated to the activity and the amount spent as of June 30, 2025. Figure 2 provides the numeric

accomplishment goal, and the amount accomplished as of June 30, 2025.

Figure 1 – Use of CDBG and HOME Funds

1. Affordable Housing Development		**Allocated**	**Expended**	
2024 Tenant-Based Rental Assistance	HOME	$175,000	$151,977	87.00%
2020 Juniper Grove Apartments	HOME	$351,866	$351,866	100.00%
	Subtotal	**$526,866**	**$503,843**	96.00%
2. Fair Housing Services				
2024 Fair Housing Services	CDBG	$ 38,620	$ 38,620	100.00%
3. Public Services Including Homelessness				
2024 South Antelope Valley Emergency Services	CDBG	$225,697	$225,697	100.00%
4. Public Facilities and Infrastructure Improvements				
2024 Section 108 Debt Service	CDBG	$347,518	$347,518	100.00%
2018 Street Improvement Q-12	CDBG	$836,500	$836,500	100.00%
2020 Street Improvement Q-12	CDBG	$200,000	$200,000	100.00%
2021 Street Improvement Q-12	CDBG	$488,500	$488,500	100.00%
2023 Street Improvement Q-12	CDBG	$90,000	$13,768	16.00%
2024 Street Improvement 3rd St E	CDBG	$650,000	0	0.00%
	Subtotal	**$2,612,518**	**$1,886,286**	71.00%
5. Economic Opportunity				
2021 Economic Development	CDBG	$0	$0	0.00%
6. Planning and Administration				
CDBG Program Administration	CDBG	$261,510	$128,086	49.00%
HOME Program Administration	HOME	$ 98,551	$98,551	100.00%
	Subtotal	**$360,061**	**$226,637**	63.00%
7. COVID Response				
South Antelope Valley Emergency Services	CDBG-CV	$1,223,952	1,165,557	96.00%
CDBG-CV Administration	CDBG-CV	$286,580	$188,185	65.00%
	Subtotal	**$1,510,532**	**$1,353,742**	90.00%
Total for all Goals:		**$5,274,294**	**$4,234,825**	63.00%

Figure 2 – Program Year Accomplishments by Strategic Plan Goal

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual
1. Affordable Housing Development			
2020 Juniper Grove Apartments 2019 Juniper Grove Apartments	Household Unit	99	99
2024 Tenant-Based Rental Assistance	Household Unit	25	25
2. Fair Housing Services			
Fair Housing Services (Admin)	People	300	225
3. Public Services Including Homelessness			
South Antelope Valley Emergency Services	People	10,787	10,787
4**. Public Facilities and Infrastructure Improvements**			
Section 108 Debt Service	N/A	N/A	N/A
2023 ADA Compliance – Q-12 2021 ADA Compliance – Q-12 2020 ADA Compliance – Q-12 2018 ADA Compliance – Q-12 2024 ADA Compliance – 3rd St East	People	40,000	0
5. Economic Opportunity			
Business Assistance Program	Businesses	8	0
6. Planning and Administration			
CDBG Program Administration	N/A	N/A	N/A
HOME Program Administration	N/A	N/A	N/A
7. COVID-19 Response			
South Antelope Valley Emergency Services	People	178,625	178,625
CDBG-CV Administration	N/A	N/A	N/A

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

Table 2 – Table of assistance to racial and ethnic populations by source of funds

	CDBG	HOME
White	2,905	10
Black or African American	3,523	11
Black/African American & White	189	1
Asian	107	0
American Indian/ Alaskan Native	19	0
Asian & White	10	0
Native Hawaiian or Other Pacific Islander	6	0
Amer. Indian/Alaskan Native & Black/African Amer.	16	0
American Indian/Alaskan Native & White	11	0
Other multi-racial	4,001	8
Total	10,787	30
Hispanic	3,968	6
Not Hispanic	6,819	24

Narrative

Table 2 provides an aggregate of race and ethnicity data for persons and households served during the program year based on accomplishment data from all CDBG, HOME, and CDBG-CV activities reported in HUD's Integrated Disbursement and Information System (IDIS).

The (TBRA) activity has assisted 25 unduplicated extremely low income, rent-burdened Senior households; and the Juniper Grove project provides for the production of 101 new affordable units, of which 5 units are HOME units, designated for individuals experiencing homelessness, and 2 units are for managers.(PR-23 records 30 households, as reported in tables 2, 11, and 12).

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Table 3 - Resources Made Available

Source of Funds	Resources Made Available in 2024-2025 Action Plan	Amount Expended During Program Year
CDBG	$2,475,532	$740,161
HOME	$2,065,496	$320,898
Other: CDBG-CV	$1,932,895	$1,061,059

Narrative

The federal, state, local and private resources available for the implementation of projects during the 2024-2025 program year are identified in Table 3. The CDBG resources include $1,500,651 of CDBG formula grant funds and $4,000 of CDBG Program Income and $970,881 of unprogrammed prior year funds. The HOME resources include $526,111 HOME formula grant funds $1,539,385 prior year funds. The City received a special allocation of $1,932,895 of CDBG-CV funds. A grand total of $4,541,028 of CDBG, HOME, and CDBG-CV funds were allocated to projects in the Action Plan.

Identify the geographic distribution and location of investments

Table 4 – Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Low- and Moderate-Income Areas	65	65	Infrastructure

Narrative

The 2024-2025 Action Plan allocated $2,175,000 to public facilities and Infrastructure activities, representing 88 percent of the program year CDBG investments. Combined with prior program funds, over $2.1 million of CDBG funds were designated to Public Facilities and Infrastructure activities designed to benefit the Low-and Moderate-Income Areas, of which 100% benefited low-and moderate-income areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state, and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

To address housing and community development needs in Palmdale, the City leverages its CDBG and HOME entitlement grants with a variety of funding resources in order to maximize the effectiveness of available funds. The primary funding sources for leveraging CDBG and HOME funds in Palmdale are Housing Successor Agency housing asset funds, redevelopment Successor Agency funds and the Redevelopment Property Tax Trust Fund (RPTTF) funds.

During the program year, the Juniper Grove project located at the southeast corner of Division and East Ave R in Palmdale leverages HOME funds of $728,678 and CDBG funds of $250,000 with Low Income Housing Tax Credits through the California Tax Credit Allocation Committee, yielding $22,310,650 of Tax Credit Equity, which was under construction. Additional financing of $33,211,811 was secured from other sources, including multiple grants from the Los Angeles Community Development Authority. This project provides for the new construction of 101 units of housing serving families with rents affordable to households earning 30-50 percent of the area median income (AMI).

Additional CDBG leveraging opportunities were available for SAVES. The organization received more than $10,000 in monetary donations from the community, along with in-kind food contributions from local businesses and the Palmdale School District, valued at over $3 million.

HUD requires HOME Participating Jurisdictions (PJs) to match 25 percent of their HOME annual allocation. In accordance with 24 CFR 92.222, PJs satisfying the distress criteria established by the HOME Program regulations are provided a match reduction. Match reductions are granted due to fiscal distress, severe fiscal distress, and Presidential disaster declarations. For the 2024-2025 program year, the City of Palmdale received a 50 percent match reduction from HUD.

Table 5 – Fiscal Year Summary - HOME Match Report

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	$4,780,078
2. Match contributed during current Federal fiscal year	$0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	$4,780,078
4. Match liability for current Federal fiscal year	$20,888
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	$4,759,190

Table 6 – Match Contribution for the Federal Fiscal Year

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contrib.	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Prep., Const. Materials, Donated labor	Bond Financing	Total Match
N/A	N/A	$0	$0	$0	$0	$0	$0	$0

Table 7 – Program Income

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period	Amount received during reporting period	Total amount expended during reporting period	Amount expended	Balance on hand at end of reporting period
$0	$268,122	$165,226	$165,226	$102,986

HOME MBE/WBE report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

Table 8 – Minority Business and Women Business Enterprises

During the reporting period there were no HOME activities required to report on MBE/WBE.

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	0	0	0	0	0	0
Dollar Amount	$0	$0	$0	$0	$0	$0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	$0	$0	$0	$0	$0	$0

	Total	Women Business Enterprises	Male
Contracts			
Number	0	0	0
Dollar Amount	$0	$0	$0
Sub-Contracts			
Number	0	0	0
Dollar Amount	$0	$0	$0

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

Table 9 – Minority Owners of Rental Property

	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	$0	$0	$0	$0	$0	$0

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

Table 10 – Relocation and Real Property Acquisition

Parcels Acquired (CDBG)	0	$0
Businesses Displaced	0	$0
Nonprofit Organizations Displaced	0	$0
Households Temporarily Relocated, not Displaced	0	$0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	$0	$0	$0	$0	$0	$0

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Table 11 – Number of Households

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	0	5
Number of non-homeless households to be provided affordable housing units	25	25
Number of special-needs households to be provided affordable housing units	0	0
Total	**25**	**30**

Table 12 – Number of Households Supported

	One-Year Goal	Actual
Number of households supported through rental assistance	25	25
Number of households supported through the production of new units	0	0
Number of households supported through the rehab of existing units	0	0
Number of households supported through the acquisition of existing units	0	0
Total	**25**	**25**

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Juniper Grove Affordable Housing Project financing closed in October 2020. The City committed $728,678 of HOME funds and $250,000 of CDBG funds for site assemblance. The project provides for the production of 101 new affordable units, of which 5 units are HOME units, 50 units are designated for individuals experiencing homelessness, and 2 units are for managers. The project has been completed, and the certificate of Occupancy was issued February 2024, with the overall project being completed June 2025. TBRA, the City supported 25 Senior households through ongoing rental assistance (PR-23 records 25 households, as reported in tables 2, 11, and 12).

Discuss how these outcomes will impact future annual action plans.

In future annual action plans, the City anticipates continuing to invest HOME funds to address housing affordability for renters and homeowners through the creation of new units, rehabilitation of existing substandard units, and the provision of TBRA to the City's most vulnerable residents – extremely low-income senior citizens experiencing a severe housing cost burden.

The City is actively seeking a certified Community Housing Development Organization (CHDO) with capacity to develop housing to increase the likelihood of meeting the HOME program requirement that 15 percent of each allocation be committed to a CHDO project within 24 months. The active TBRA Program will ensure that HOME funds are effectively committed on time to meet HUD's 24-month commitment deadline. As a result of these actions, the City will be able to strategically invest the remaining HOME funds in affordable housing development or rehabilitation projects at a point in time when these projects are shovel ready with all other financing commitments in place.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Table 13 – Number of Persons Served

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	8824	25
Low-income	1184	0
Moderate-income	709	0
Total	**10,787**	**25**

Narrative Information

The 2020-2024 Consolidated Plan - Strategic Plan identified high priority affordable housing needs including preserving the supply of affordable housing and providing rental assistance to extremely low-income seniors. During the 2024-2025 program year, the City invested HOME funds for Valley Oasis to implement the TBRA program for extremely low-income seniors experiencing a housing cost burden.

Other strategic investments were made with HOME funds to support the building of affordable rental units for Juniper Grove Apartments and CDBG funds to support site assemblage of the Juniper Grove project. The City is continuing to support Homes 4 Families in the development of

its Single Family CalVet Residential Enriched Neighborhood (REN) Veterans Housing complex. This project will provide up to 56 housing units for veterans, funded by local housing resources and other private sources. So far, 36 of the units have been completed.

Through the City's TBRA Program, and affordable housing programs, it attempts to meet the needs of worst-case housing needs (defined as low-income renters who experience severe cost burden, substandard housing, or involuntary displacement), as well as households economically impacted by the COVID-19 Pandemic. Additionally, the City refers individuals at-risk of homelessness to the homeless services and programs described in more detail in the next section of the CAPER.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In Los Angeles County, the Los Angeles Homeless Services Authority (LAHSA) is the lead agency coordinating the Continuum of Care (CoC). LAHSA is a joint powers authority for the City and County of Los Angeles (with the exception of the Cities of Long Beach, Pasadena, and Glendale). A ten-member Commission governs LAHSA. Each of the County's five Supervisors appoints one (1) commissioner while the Mayor and City Council of Los Angeles appoint another five (5) members. LAHSA plans, coordinates, and manages resources for the County's homeless programs. In addition, LAHSA provides technical assistance, data, and other planning resources to many of the incorporated cities within the County, including the City of Palmdale. LAHSA develops and oversees a comprehensive strategy to address homelessness.

Additionally, in February, 2016, the Los Angeles Board of Supervisors approved an unprecedented action plan of nearly two dozen interlocking strategies, focusing on six key areas to combat homelessness. The City of Palmdale has been one of over 100 community groups, cities and county leaders who continue to actively participate in the planning and implementation of these strategies to address homelessness. As part of the County strategy, the City of Palmdale participated in a process to create a City-specific plan to prevent and combat homelessness. In addition to participating in County-wide stakeholder meetings and as a member of the (CoC), the City of Palmdale participates in a regional approach to address homelessness within the Antelope Valley Service Planning Area No. 1 (SPA 1). SPA 1 covers approximately 2,500 square miles of desert and forest, from the Kern County line on the north, to the San Bernardino County line on the east, the Ventura County line on the west and the Angeles Forest on the south. The homeless count conducted by LAHSA in January 2020 estimated that the number of homeless persons in SPA 1 increased forty-four percent to 4,755. This count indicated that the number of homeless in Palmdale had decreased by 9 percent to 289 people homeless persons in 2020. In February 2025, the number of persons in SPA 1 was 6,753 and 198 encountered in Palmdale.

The City participates in the Antelope Valley Homeless Coalition, an inter-agency council with approximately 50 participants. Through this participation, the City is able to coordinate efforts and resources with local homeless service providers including Los Angeles County's Coordinated Entry System, outreach, and engagement, 2-1-1, and the Homeless Access Center in Palmdale operated by Valley Oasis. The City along with county partners, the State of California and Hope the Mission have partnered for Project Homekey in response to, the increasing numbers of homeless to provide Interim Housing and Permanent Supportive Housing.

The City partnered with community organizations—including Advancing Communities Together, Mental Health America Los Angeles, Valley Oasis, and Victory Outreach—to collaborate with the Los Angeles County Homeless Initiative. Together, they implemented programs designed to

support individuals experiencing homelessness or at risk of becoming homeless. These programs provided outreach, workforce development, case management, and comprehensive wraparound services.

The SAVES program provides food and other resources to persons experiencing homelessness and individuals and families at risk of homelessness. The City allocated the full 15 percent of its 2024-2025 CDBG funds and supplemented this activity with CDBG-CV funds.

Addressing the emergency shelter and transitional housing needs of homeless persons

The ultimate solution to ending homelessness is permanent housing closely aligned with supportive services that ensure housing stability can be maintained. However, because the demand for affordable housing far outpaces the region's supply, the CoC continues to rely on its emergency and transitional housing system to address the immediate needs of Los Angeles County's homeless population. To expand the options available in the community, the County's Homeless Initiative has expanded LAHSA-funded crisis housing to 24-hour facilities and has begun providing Rapid Re-Housing and Homeless Prevention funds to the community.

To address homeless needs in Palmdale among the 18–26-year-old age segment, the City and Advancing Communities Together, Inc. established the Palmdale Dream Center, an 11-unit transitional housing center with congregate activities and services designed to promote continuing education and employment for residents to achieve self-sufficiency and permanent housing. The Coordinated Entry System for youth is Countywide and many of the County's strategies for addressing homelessness also have a component that prioritizes transitional age youth.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

An individual or family is considered to be at-risk of becoming homeless if it experiences extreme difficulty maintaining their housing and has no reasonable alternatives for obtaining subsequent housing. Circumstances that can cause homelessness include eviction, loss of income, insufficient income, disability, increase in the cost of housing, discharge from an institution, irreparable damage or deterioration to housing, and fleeing from family violence.

During 2024-2025, the City and Valley Oasis used HOME funds to implement the TBRA Program to provide assistance for extremely low-income elderly residents who are experiencing a severe rent burden.

The City provided funds to (SAVES), which provides emergency shelter (motel vouchers) and food to eligible low-income persons, homeless persons, and emancipated youth. SAVES distributes food and clothing to individuals and households at risk of becoming homeless. SAVES provides referral services to partners for job placement, health, educational/training, and social service needs. Additionally, SAVES collaborates with local community partners to offer a continuum of services on-site by providing office space free of rent. During this program year, SAVES expanded services to provide support to the array of households experiencing economic impact from the COVID-19 pandemic. SAVES conducted drive-thru emergency services and coordinated with an array of community partners to create drive-thru resource fairs. Information provided to residents included outreach and referral to the Census, the SNAP application process, and information on housing services, including services from rental assistance to tenant rights legal assistance, as well as medical services and vaccination opportunities. SAVES utilizes volunteer workers and Los Angeles County Transitional Subsidized Employment (TSE) program participants providing the opportunity to build job skills and experience in a warehouse/food pantry setting and training in general office skills.

The City supports America's Job Center of California (AJCC) previously known as the South Valley WorkSource Center or One Stop Center centrally located in Palmdale. The Center provides comprehensive employment, training and educational services to employers and job seekers.

The Housing Rights Center uses CDBG funds to provide fair housing, tenant/landlord mediation, and legal services for residents through attorney consultations and the preparation of legal documents for the residents to represent themselves in family law and landlord/tenant actions. Some of these services are provided to prevent undue evictions that could lead to homelessness.

Palmdale is included in the Los Angeles County Development Authority's (LACDA) efforts to provide Section 8 rental assistance to extremely low- and very low-income households located within the City limits. The Section 8 program gives priority to households that are at risk of becoming homeless or currently residing in inadequate housing.

During the years 2024-2025, the Housing Authority of the City of Palmdale continued its contract for the Homeless Prevention and Rapid Rehousing Program. This program utilized Housing Asset Funds to provide short- and medium-term rental assistance, along with other suitable activities aimed at preventing homelessness and facilitating the rapid rehousing of individuals who have experienced homelessness. In the current year, the program has assisted 15 unduplicated households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In support of CoC efforts, the 2020-2024 Strategic Plan provides for the use of CDBG funds to support activities implemented by local nonprofit organizations that provide services to help prevent and eliminate homelessness, including families at risk of homelessness. The City will provide CDBG funds to SAVES and HOME funds to Valley Oasis for the TBRA Program. HOME funds are also used to promote affordable housing development and preservation efforts. Additionally, the Homeless Prevention Rapid Rehousing Program funded by Housing Asset Funds will continue to provide assistance to rehouse households experiencing homelessness, as well as prevent individuals and families from becoming homeless.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Palmdale Housing Authority was formed in 1994 under the State of California Housing Authority Law to actively improve existing neighborhoods and develop affordable housing opportunities using local, state, and federal resources. The Palmdale Housing Authority does not administer Section 8 and does not own HUD Public Housing; however, the City is within the service area of the Los Angeles County Development Authority (LACDA) for the purposes of Section 8 and Public Housing. During the 2024-2025 program year, LACDA continued to serve the needs of residents through Section 8 vouchers and public housing.

In recognition that the U.S. Census Bureau projects that the elderly in California will have an overall increase of 112 percent from 1990 to 2020, LACDA has made changes to address the need for the growing senior population. In August of 2013, HUD approved LACDA's application to designate 13 public housing senior developments as housing for elderly families only (62 years or older).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

LACDA actively encourages residents to be involved in the organization through resident councils and active participation in housing authority decisions via surveys and other forms of engagement. LACDA also maintains quarterly newsletters for Section 8 tenants, public housing residents, and Section 8 property owners.

LACDA encourages residents to explore homeownership opportunities. LACDA currently administers the Family Self-Sufficiency (FSS) program for public conventional housing and Housing Choice Voucher program residents. The FSS program provides critical tools and supportive services to foster a resident's transition from financial and housing assistance to economic and housing self-sufficiency, most importantly homeownership.

To support this effort, LACDA utilizes marketing materials to outreach and further promote the program's requirements and benefits to all public housing residents. For families that are eligible to participate, a Contract of Participation (COP) is prepared to govern the terms and conditions of their participation, and an Individual Training Service Plan (ITSP) is created that outlines the following: supportive services to be provided, activities to be completed by the participant, and agreed upon completion dates for the services and activities. The COP is valid for five years and may be extended to allow the family to meet their ITSP goals.

Once the COP is established and the family experiences an increase in tenant rent as a result of earned income, an escrow account in their name is established and increased earned income is deposited into this account. Escrow accounts are disbursed to the family once the family has

graduated successfully from the program. Families are encouraged to utilize these funds towards educational and homeownership endeavors.

Additionally, LACDA provides residents with information on their homeownership programs.

Actions taken to provide assistance to troubled Public Housing Agencies **(PHAs)**

N/A: LACDA is designated by U.S. Department of Housing and Urban Development as a High Performing Public Housing Agency.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The two primary barriers to affordable housing identified in the 2020-2024 Consolidated Plan include housing affordability and the lack of monetary resources for affordable housing. As discussed in the Consolidated Plan's Strategic Plan section, a significant portion of the monetary resources that were used for affordable housing in the past included tax increment financing through the former redevelopment agency that was eliminated as a result of changes in State policy.

To address housing affordability and the lack of monetary resources for affordable housing, the Strategic Plan called for the investment of a significant portion of CDBG and HOME funds for the development of 99 new affordable rental housing units, 56 homeownership housing units, and the rehabilitation and preservation of 5 existing affordable housing units over the five-year period of the plan. The current CDBG and HOME investments in progress or completed during this program year that will either directly impact housing affordability or make an indirect impact through support of new housing projects include:

- $175,000 of 2024 HOME funds for the ongoing TBRA Program to make rental housing units affordable to extremely-low-income severely cost-burdened seniors.
- $728,678 of 2019 and 2020 HOME funds for Juniper Grove Affordable Apartments multi-family new construction project; and $250,000 of 2019 CDBG funds to assist with site assemblance. Juniper Grove provides 5 affordable HOME units .

Although the City no longer has access to Redevelopment Housing Set-Aside funds, the City continues to successfully leverage its CDBG and HOME funds to attract private and other available public resources to create affordable housing with suitable neighborhood amenities for low- and moderate-income residents. The City worked with Meta Housing Corporation to secure Low Income Housing Tax Credits through the California Tax Credit Allocation Committee that will yield $22,310,650 of Tax Credit Equity for the Juniper Grove Apartments project which includes 99 new affordable rental units for the current five-year Consolidated Plan period.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state, and other local sources, the high cost of housing that is not affordable to low-income people and the lack of availability of home improvement financing in the private lending industry. To address these obstacles, the City invested CDBG and HOME funds through the 2024-2025 Action Plan in projects that will support the development of

new rental housing units, provide TBRA to extremely low-income and cost-burdened seniors, rental assistance to households economically impacted by Coronavirus, and projects that provide public services to low- and moderate-income people to prevent homelessness. To address underserved needs, 97.66 percent of the City's 2022-2024 expenditure of CDBG and HOME funds (excluding Section 108 Debt Service and Administration) was for projects that benefit low- and moderate-income people.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the rehabilitation of housing units built prior to January 1, 1978, includes a lead-based paint testing and risk assessment. Where lead-based paint is identified, the City ensures that developers and contractors incorporate safe work practices or abate the lead-based paint as part of the scope of work to effectively reduce lead-based paint hazards to children in accordance with 24 CFR Part 35.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The implementation of CDBG and HOME activities meeting the goals established in the 2020-2024 Consolidated Plan - Strategic Plan and the 2024-2025 Action Plan addressed the needs of poverty-level families and made strategic investments to reduce the number of poverty-level families in the future by:

- Supporting activities that expand the supply of housing that is affordable to low- and moderate-income households.
- Supporting activities that ensure equal access to housing opportunities such as Fair Housing Services provided by the Housing Rights Center;
- Supporting a continuum of housing and public service programs to prevent and eliminate homelessness through the SAVES program (including the supplemental activity in response to COVID-19 Pandemic), two TBRA programs (one operated by Valley Oasis and providing assistance to senior household:, and
- Supporting activities that improve public facilities and infrastructure including the investment of over $2.1 million of CDBG funds in projects completed or underway during this program year.

In addition to these efforts, mainstream state and federal resources also contributed to reducing the number of individuals and families in poverty. Federal programs such as the Earned Income Tax Credit and Head Start provided Palmdale residents with pathways out of poverty as they pursued employment and educational opportunities.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional delivery system in Palmdale is high-functioning and collaborative—particularly the relationship between local government and the nonprofit sector comprised of a network of capable non-profit organizations that are delivering a full range of services to residents. Strong City departments anchor the administration of HUD grant programs and the housing, community and economic development activities that are implemented by the City.

In order to support and enhance the existing institutional structure, the City of Palmdale collaborated with affordable housing developers and nonprofit agencies receiving CDBG and HOME funds through the 2024-2025 Action Plan to ensure that the needs of low- and moderate-income residents were met as envisioned within the 2020-2024 Consolidated Plan - Strategic Plan.

Efforts to enhance the institutional delivery system included continued implementation of the TBRA Program in partnership with Valley Oasis that uses HOME funds and continued work with Advancing Communities Together. These critical partnerships significantly enhance the City's ability to implement the 2020-2024 Consolidated Plan - Strategic Plan.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

To enhance coordination between public and private housing and social service agencies, the City continued consulting with and inviting the participation of a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents in Palmdale- particularly the low- and moderate-income areas. Representatives of the Department of Housing participated in Antelope Valley Coalition meetings and SAVES coordinated its efforts with Valley Oasis and the Los Angeles Homeless Services Authority, the COC Lead Agency.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

Content is no longer required pursuant to Executive Orders.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To ensure that CDBG, HOME, and CDBG-CV funds were used efficiently and in compliance with applicable regulations, the City provided technical assistance to all subrecipients at the beginning of the program year. The City has been working with the compliance staff for each subrecipient to conduct internal monitoring and provide virtual technical assistance.

Technical Assistance

To enhance compliance with federal program regulations, the Department of Housing made technical assistance available to prospective applicants for any CDBG or HOME Notice of Funding Availability (NOFA) upon request to review the Strategic Plan goals, program requirements, and available resources with potential applicants. Technical assistance was provided to two prospective applicants. Additionally, technical assistance was provided during the implementation of CDBG, HOME, and CDBG-CV-funded projects to ensure that appropriate resources were provided in furtherance of compliance with the program regulations.

Activity Monitoring

All activities were monitored, beginning with a detailed review upon receipt of the application to determine eligibility, conformance with a National Objective, and conformance with a Strategic Plan goal. This review also examined the proposed use of funds, eligibility of the service area, eligibility of the intended beneficiaries, and likelihood of compliance with other federal requirements such as the National Environmental Policy Act, the System for Award Management (SAM) debarment list, prevailing wage, Minority and Women Business Enterprise, Section 3 and federal acquisition and relocation regulations, as applicable.

Subrecipients submitted an audit and other documentation to establish their capacity, and any findings noted in the audit are reviewed. Subsequent to entering into a written agreement, staff and consultants performed periodic desk monitoring including ongoing review of required performance reports and documentation to substantiate CDBG and HOME expenditures. For the CDBG public service activity implemented by SAVES, the 2024-2025 monitoring visit is complete.

For Juniper Grove Affordable Housing project monitoring of Davis-Bacon, Minority and Women's Business Enterprise (MBE/WBE) and Section 3 requirements will be conducted through an MOU with the Los Angeles County Development Authority and monitored by LDM Associates, Inc. LDM Associates, Inc. will also resume monitoring of CDBG Capital Projects to determine the adequacy of implementation by the Department of Public Works and its consultants. For HOME funded activities, annual monitoring of tenant files is in process to ensure that for renter occupied units,

household income, rents, and utility allowances are in compliance with applicable limits pursuant to the affordability covenant.

Subsequent to entering into a written agreement, staff and consultants performed periodic desk monitoring, including ongoing review of required documentation to substantiate CDBG-CV expenditures.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A public notice was published in the Antelope Valley Press on August 16, 2025, notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 15-day public review and comment period. A copy of the public notices is included in Appendix A.

The draft CAPER was available on the City website and at the following locations:

City Hall: Administration Building
38300 Sierra Hwy
Palmdale, California 93550

Department of Housing
38350 Sierra Highway, 2nd Floor
Palmdale, California 93550

Palmdale Public Library
700 East Palmdale Blvd.
Palmdale, California 93550

A public hearing was conducted before the City Council on Tuesday, September 2, 2025 to solicit comments from residents and interested parties. A summary of any written or oral comments received during the public hearing is included in Appendix B.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

On March 4, 2020, the Los Angeles County Board of Supervisors and the Department of Public Health declared a local and public health emergency in response to the increased spread of coronavirus across the country. On March 11, 2020, the City of Palmdale started a phased mitigation approach to delay the spread of the virus, including postponing or canceling all non-essential activities. On March 17, 2020, the City of Palmdale (City) declared a State of Emergency in the City of Palmdale in response to the increasing threat of Coronavirus (COVID-19) throughout Los Angeles County, the state, and the country.

The City approved a substantial amendment to the 2019 Action Plan on June 2, 2020, for the first tranche of CDBG-CV resources ($935,276) and on February 2, 2021 for the second tranche of CDBG-CV resources ($997,619). The City began planning for CDBG-CV funded activities at the end of the FY2020-2021 program year and launched the programs at the beginning of FY 2020-2021 program year to prepare for, respond to, and prevent COVID-19. The programs continued through the FY 2024-2025 program year.

Combined, the CDBG and CDBG-CV funds are making a significant impact on strategies to address the high priority needs identified in the community. As shown in Figure 1 in section CR-05 of this document, CDBG and CDBG-CV funds are contributing to all the Strategic Plan goals including Fair Housing Services, Homelessness Prevention and Assistance, Public Facilities and Infrastructure Improvements, Economic Opportunity, Affordable Housing, COVID-19 Response, and Planning and Administration.

Fair Housing Services

The Fair Housing Services activity provided $38,620 to Housing Rights Center for the provision of fair housing outreach, education, and enforcement activities, including landlord-tenant matters. During the program year, this activity was below its service goal of 300 people, serving 225 people. In response to the COVID-19 pandemic, Housing Rights Center switched its entire operation to a virtual platform. This format has made fair housing services more accessible.

Homelessness Prevention and Assistance

To support a continuum of services in the Antelope Valley to prevent and eliminate homelessness including but not limited to emergency services, homeless prevention programs, case management and transitional housing, the City's SAVES program served 10,787 persons within the residential low-moderate areas within the City of Palmdale. In March 2020 the County Department of Public Health issued a State of Emergency and

ordered all non-essential business to close due to the COVID-19 Pandemic. On March 16, 2020, SAVES adopted the COVID-19 National Emergency model to become an emergency-only food distribution center. SAVES re-designed from client-choice to a no-contact drive-thru. SAVES also coordinated with local churches and community group volunteers to deliver emergency food to shut-in senior residents. During this period, SAVES worked hard to provide food services on an emergency basis to 1) comply with Public Health orders of that period of time; and 2) expand the mission of SAVES to provide emergency services to Palmdale residents impacted by COVID-19 while keeping both staff and the public safe and healthy.

Public Facilities and Infrastructure

To improve City of Palmdale public facilities and infrastructure to benefit low- and moderate-income people or those presumed under HUD regulations to be low- and moderate-income such as elderly people and disabled adults as well as residents of low- and moderate-income housing, the City invested a large portion of its CDBG resources to address this Strategic Plan goal. The public facilities and infrastructure activity with measurable accomplishment goals (excludes Section 108 Debt Service) is a multi-year project that remained in progress as of June 30, 2025. Given the nature of the improvements being undertaken, many of these projects require implementation over multiple program years.

Economic Opportunity

In response to COVID-19 Pandemic, the City prioritized economic opportunity activities. During 2021 two rounds of funding for the Business Assistance Program were made available to the community. The program provides microenterprise businesses with up to $10,000 in grant funds for reimbursement of eligible expenditures. The program was funded with both entitlement CDBG and CDBG-CV funds. The program has ended and no microenterprise businesses were assisted in the current program year.

Affordable Housing

To support the goal of affordable housing, the City is utilizing HOME funds through the Tenant-Based Rental Assistance (TBRA) program to help low-income residents access safe and stable housing.

COVID-19 Response

The City has worked tirelessly to prepare for, respond to, and prevent COVID-19. The CDBG-CV funds have made a significant impact in these efforts. As detailed above, CDBG-CV funds have been used to support microenterprise businesses, households

economically impacted by COVID-19, and to support the expanded homelessness and prevention services available at SAVES.

The 2024-2025 CAPER shows a number of activities in progress and completed. Juniper Grove affordable housing was completed June 2025 and the Q-12 ADA Sidewalk is anticipated to be completed August 2025.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Maintaining HOME-assisted affordable housing is a high priority. During the program year, the City started the process of inspecting the tenant files for HOME-assisted properties.

- Whispering Palms – 76 units – Monitoring completed. No issues found.
- Summer Terrace – 80 units – Monitoring Complete. No issues found.
- Palo Verde Terrace –78 units – Monitoring complete. No issues found.
- Wright Brothers Court – 156 units – Inspection completed and monitoring in progress.
- Palmdale Dream Center – 11 units – Inspection completed and desk monitoring in progress.
- Q-2 Duplex – 2 units – Monitoring complete. No issues found.
- Courson Arts Colony East – 5 units – Inspection completed and desk monitoring in progress.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

Each of the HOME-assisted properties with five or more units maintains an Affirmative Fair Housing Marketing Plan. The annual Affirmative Fair Housing Marketing Report is typically reviewed during annual monitoring to ensure compliance with HUD requirements to affirmatively further fair housing choices. Each of the HOME-assisted properties with monitoring completed in the current program year was in compliance.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

According to the PR-09 report for the HOME program, the City of Palmdale received $268,122 in program income during the 2024 program year.

Describe other actions taken to foster and maintain affordable housing. 91.220(k)

In the implementation of the 2024-2025 Action Plan, the City invested HOME funds to preserve and maintain affordable housing by partnering with development partners and nonprofit service providers to support the development of new rental housing units and to provide rental assistance. CDBG funds were invested in infrastructure and other public facilities improvement projects necessary to provide suitable infrastructure and neighborhood amenities to support the creation of decent affordable housing.

CITY OF PALMDALE

2024/2025

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

JULY 1, 2024 THROUGH JUNE 30, 2025

APPENDIX A

Public Notices

(to be submitted to HUD)

CITY OF PALMDALE
NOTICE OF PUBLIC REVIEW AND PUBLIC HEARING
DRAFT CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)
FOR FISCAL YEAR 2024-2025

Pursuant to the United States Department of Housing and Urban Development (HUD) regulations, the City of Palmdale has prepared the draft Consolidated Annual Performance Evaluation Report (CAPER) for the Fiscal Year 2024-2025 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). The CAPER provides an assessment of the City's performance in meeting Fiscal Year 2024-2025 housing and community development goals as outlined in the previously adopted Fiscal Year 2024-2025 One Year Action Plan (as amended). Additionally, the CAPER discusses changes the City anticipates making in the upcoming year as a result of the assessment of Fiscal Year 2024-2025 annual performance.

In compliance with the City's approved Citizen Participation Plan and the Consolidated Plan implementing regulation 24 CFR 91.105, this notice is given to invite public review and comment of the City of Palmdale's Draft 2024-2025 CAPER. This document can be reviewed at the following locations:

- City of Palmdale Department of Housing, 38250 Sierra Highway, 2nd Floor.
  (661) 267-5126. 7:30 a.m. to 6:00 p.m. (Monday-Thursday)
- City of Palmdale Public Library, 700 East Palmdale Blvd. (661) 267-5600
  10:00 a.m. to 8:00 p.m. (Monday-Thursday); 10:00 a.m. to 5:00 p.m. (Friday-Saturday);
  1:00 p.m. to 5:00 p.m. (Sunday)
- City of Palmdale Administration Building, 38300 Sierra Highway (661) 267-5100
  7:30 a.m. to 6:00 p.m. (Monday-Thursday)
- www.cityofpalmdaleca.gov

The CAPER draft will be available for public review from August 16, 2025 to September 2, 2025. Individuals wishing to express their views concerning the above-referenced document may provide written comments to the City on or before 2:00 p.m. on September 2, 2025 to the City of Palmdale, Department of Housing, 38250 Sierra Highway, Palmdale, CA 93550.

The City Council will hold a public hearing on September 2, 2025, at 5:00 p.m. at City Council Chambers, 38300 Sierra Highway, Palmdale, California. For more information, please contact Becky Bartlett, Department of Housing at (661) 267-5126.

It is the objective of the City to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA) of 1990 and the ADA Amendment Act of 2008, the Fair Housing Act, the Architectural Barriers Act, and the City's adopted Limited English Proficiency Plan (LEP) in all respects. If you require public documents in an accessible format, the City will make reasonable efforts to accommodate your request. If you require a reasonable accommodation to attend or participate in a hearing or meeting, including auxiliary aids or translation services, please contact the City Clerk's Office at least 48 hours prior to the meeting at (661) 267-5151.

Rochelle Scott
City Clerk
Publish August 16, 2025

CITY OF PALMDALE

2024/2025

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

JULY 1, 2024 THROUGH JUNE 30, 2025

APPENDIX B

Summary of Citizen Participation Comments

Summary of Public Comments

Palmdale City Council Meeting
Public Hearing
September 2, 2025

Comments

Comments pending Public Hearing

CITY OF PALMDALE

2024/2025

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

JULY 1, 2024 THROUGH JUNE 30, 2025

APPENDIX C

IDIS Reports

(to be submitted to HUD)

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **HOUSING DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON THE PERMANENT LOCAL HOUSING ALLOCATION (PLHA) FORMULA 5-YEAR PLAN AMENDMENT FOR YEARS 2020-2025; ADOPT RESOLUTION NO. CC 2025-064, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE APPLICATION AND AMENDING THE PLHA FORMULA 5-YEAR PLAN WITH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT PLHA PROGRAM**

RECOMMENDATION

Staff recommend that the City Council:

1. Open a Public Hearing to receive public comments on the PLHA Formula 5-Year Plan Amendment for years 2020-2025;

2. Adopt Resolution No. CC 2025-064, a Resolution of the City Council of the City of Palmdale authorizing the application and amending the PLHA Formula 5-Year Plan with the State of California Department of Housing and Community Development (HCD) PLHA Program, and;

3. Authorize the City Manager Pro Tem or his designee to take all actions convenient and necessary to submit and execute the amendment, and all related documents, including making necessary non-substantial changes.

BACKGROUND

In 2017, the Building Homes and Jobs Act, SB2, established a $75 recording fee on real estate documents to increase the supply of affordable housing in California. The PLHA Program was established for these funds. Of the funds collected, seventy percent (70%) is allocated to local governments and administered locally for affordable housing. Of these funds, ninety percent (90%) are allocated to the local governments based on the HUD CDBG federal fiscal year 2017 allocation process. The City has been allocated an estimated $4,674,384 over the five-year plan period. The PLHA guidelines require not

more than five percent (5%) of the funds to be used for Administration, twenty percent (20%) of the funds to be expended for Affordable Owner-Occupied Workforce Housing and prioritize investments that increase the supply of housing to households that are at or below sixty percent (60%) of the area median income.

The City's PLHA Five-Year Plan includes programs for down payment assistance for households who are low- and moderate-income, rehabilitation of owner-occupied residences, accessibility modifications in lower-income owner-occupied housing, and assistance for persons experiencing or at risk of homelessness. The PLHA Five-Year Plan estimates funding for the preservation and ownership assistance of 70 units of housing.

DISCUSSION

The City proposes to amend the percentage allocation of PLHA funding between programs within the 5-year Plan period to increase its program for affordable rental housing and increase funding for its down payment assistance program. The homeless services allocation has been reduced and, due to the changes in funding sources, is being redirected from the Navigation Center concept.

FISCAL IMPACT

$573,510; An additional appropriation of $573,510 will align the total budget with the PLHA allocation amount, which was only an estimate at the time of adoption. Administrative adjustments between program lines may be required to remain consistent with program guidelines. Year 5 funds will be brought forward for appropriation once the allocation amount is confirmed by HCD.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Prepared by:	Sophia Reyes, Director of Housing
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

ATTACHMENTS

Reso. No. CC 2025-064
2024 PLHA Formula 5-Year Plan Amendment

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC-2025-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE APPLICATION AND AMENDING THE PLHA FORMULA 5-YEAR PLAN WITH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT PERMANENT LOCAL HOUSING ALLOCATION PROGRAM

WHEREAS, the Department is authorized to provide up to $296 million under the SB 2 Permanent Local Housing Allocation Program Formula Component from the Building Homes and Jobs Trust Fund for assistance to Cities and Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)); and

WHEREAS, the State of California (the "State"), Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated 10/15/2024 under the Permanent Local Housing Allocation ("PLHA") Program; and

WHEREAS, the City of Palmdale ("Applicant") is an eligible Local government applying for the program to administer one or more eligible activities; and

WHEREAS, the Department may approve funding allocations for PLHA Program, subject to the terms and conditions of the Guidelines, NOFA, Program requirements, the Standard Agreement and other contracts between the Department and PLHA grant recipients.

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. If Applicant receives a grant of PLHA funds from the Department pursuant to the above referenced PLHA NOFA, it represents and certifies that it will use all such funds in a manner consistent and in compliance with all applicable state and federal statutes, rules, regulations, and laws, including without limitation all rules and laws regarding the PLHA Program, as well as any and all contracts Applicant may have with the Department.

SECTION 2. Applicant is hereby authorized and directed to receive a PLHA grant, in an amount not to exceed the five-year estimate of the PLHA formula allocations, as stated in Appendix B of the current NOFA $4,674,384 in accordance with all applicable rules and laws.

SECTION 3. Applicant hereby agrees to use the PLHA funds for eligible activities as approved by the Department and in accordance with all Program requirements, Guidelines, other rules and laws, as well as in a manner consistent and in compliance with the Standard Agreement and other contracts between the Applicant and the Department.

SECTION 4. Pursuant to Sections 302(c)(4) and 302(c)(5) of the Guidelines, Applicant's PLHA Plan Amendment for the 2020-2023 Allocations is attached to this resolution, and Applicant hereby adopts this PLHA Plan Amendment and certifies compliance with all public notice, public comment, and public hearing requirements in accordance with the Guidelines.

SECTION 5. Applicant certifies that it has or will subgrant some or all of its PLHA funds to another entity or entities. Pursuant to Guidelines Section 302(c)(3), "entity" means a housing developer or program operator, but does not mean an administering Local government to whom a Local government may delegate its PLHA allocations.

SECTION 6. Applicant certifies that its selection process of these subgrantees was or will be accessible to the public and avoided or shall avoid any conflicts of interest.

SECTION 7. Pursuant to Applicant's certification in this resolution, the PLHA funds will be expended only for eligible Activities and consistent with all program requirements.

SECTION 8. Applicant certifies that, if funds are used for the acquisition, construction or rehabilitation of for-sale housing projects or units within for-sale housing projects, the grantee shall record a deed restriction against the property that will ensure compliance with one of the requirements stated in Guidelines Section 302(c)(6)(A), (B) and (C).

SECTION 9. Applicant certifies that, if funds are used for the development of an Affordable Rental Housing Development, the Local government shall make PLHA assistance in the form of a low-interest, deferred loan to the Sponsor of the Project, and such loan shall be evidenced through a Promissory Note secured by a Deed of Trust and a Regulatory Agreement shall restrict occupancy and rents in accordance with a Local government-approved underwriting of the Project for a term of at least 55 years.

SECTION 10. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement, the PLHA Program Guidelines and any other applicable SB 2 Guidelines published by the Department.

SECTION 11. The City Manager, or their designee, is/are hereby authorized to execute the PLHA Program Application, the PLHA Standard Agreement any subsequent amendments or modifications thereto, as well as any other documents

which are related to the Program or the PLHA grant awarded to Applicant, as the Department may deem appropriate.

SECTION 12. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 2nd day of September, 2025.

Approved as to form:

Alexandra Halfman
City Attorney

Laura Bettencourt, Mayor Pro Tem

ATTEST:

Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 2nd day of September, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____

Rochelle Scott, City Clerk

Permanent Local Housing Allocation (PLHA) Formula Allocation

Notice of Funding Availability (NOFA) October 15, 2024

2024 Application for 5-Year Plan Amendment

State of California
Gavin Newsom, Governor

Business, Consumer Services and Housing Agency
Tomiquia Moss, Secretary

Department of Housing and Community Development
Gustavo Velasquez, Director

Program Design and Implementation, PLHA Program
651 Bannon Street, Sacramento, CA 95811

Email: PLHA@hcd.ca.gov
Website: Permanent Local Housing Allocation Program (PLHA)

Allocation Years	New & Streamlined Submission Deadline	5-Year Plan Amendment Submission Deadline
Year 1 (2019)	n/a	n/a
Year 2 (2020)	n/a	n/a
Year 3 (2021)	02/28/2025	06/30/2025
Year 4 (2022)	02/28/2026	06/30/2026
Year 5 (2023)	02/28/2027	06/30/2027

Instructions

Rev. 10/28/24

When opening this file, a yellow banner at the top may appear with a button that says "Enable Content". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.

Applications must be submitted electronically to the Department's HCD Portal Sign In website. To receive an award of CY 2021 funds, applicants are required to submit an application and demonstrate a fully compliant Housing Element and submittal of the applicable Annual Progress Report(s) no later than February 28, 2025. All CY 2021 funds must be awarded by June 30, 2025 or they will revert to the Housing Rehabilitation Loan Fund per statute.

This NOFA will remain open to eligible applicants through June 30, 2027.

Applications must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format and 'save as' .xls or .xlsx. Do not 'save as' .xlsm or .pdf format. For application errors please fill out the Application Support worksheet and email the entire workbook to Application Support for application errors at PLHA@hcd.ca.gov.

General Instructions (Additional instructions and guidance are given throughout the Formula Allocation Application in "red" text and in cell comments.

Guideline references are made with "§" and the corresponding guideline section number.

"Yellow" cells are for Sponsor input. Failure to provide the required attachments and documentation may disqualify your application from consideration. An Applicant must submit a complete application and other documents consistent with the deadlines stated in this NOFA. Applications submitted in response to this NOFA must meet the threshold requirements set forth in this section and in PLHA Guidelines Section 302.

Required attachments are indicated in "orange" throughout the Streamline Application. Failure to provide the required attachments and documentation may disqualify your application from consideration. Electronically attached files must use the naming convention in the PLHA Application. For Example: "App1 Tin" or "Reuse Plan".

Threshold items are indicated in "blue" cells.

"Red" shaded cells indicate the Sponsor has failed to meet a requirement of the program. Cells in the worksheet shaded in "red" indicate that the Applicant has failed to meet the minimum required.

Sponsor must complete the following worksheets in the PLHA Formula Allocation Application.

Formula Allocation Application

Urban County

Checklist

Threshold Requireme	Electronic File Name	Document Description	Included?
X	**Application and Adopting the PLHA Plan (2021-2023 Allocations) Reso**	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2021-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.	Included
X	App1 TIN	Provide a signed Gov't TIN Form	Included
X	**Applicant Delegation Agreement**	Legally binding agreement between Delegating and Administering Local Governments.	Not Applicable
X	Plan Adoption Reso	§302(c)(4)(D) Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content. ***PLHA webpage for Plan Adoption Resolution Document** , located under our Forms tab.*	Included
X	**Reuse Plan**	Program Income Reuse Plan describing how repaid loans or accrued interest will be used for eligible activities in Section 301.	Included
X	**Executed Application**	Provide a copy of the signed application. Signature can be typed into the Excel workbook, PDF with Docusigned signature or PDF with wet ink signature in **blue ink** preferred.	Included

Disclosure of Application (California Public Records Act Statutes of 1968 Chapter 1473): Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act Statutes of 1968 Chapter 1473. As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank accounts, personal phone numbers and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request."

PLHA Formula - Amendment for years 2021, 2022, 2023

Rev. 10/28/24

Eligible Applicant Type:	**Entitlement**				
Local Government Recipient of PLHA Formula Allocation:		Palmdale			
2021 PLHA Formula Allocation Amount:	**n/a**	2020 Allowable Local Admin (5%):	**n/a**	Admin requested?	**Yes**
2022 PLHA Formula Allocation Amount:	**n/a**	2021 Allowable Local Admin (5%):	**n/a**	Admin requested?	**Yes**
2023 PLHA Formula Allocation Amount:	**n/a**	2022 Allowable Local Admin (5%):	**n/a**	Admin requested?	**Yes**

Instructions: If the Local Government Recipient of the PLHA Formula Allocation delegated its PLHA formula allocation to a Local Housing Trust Fund or to another Local Government, the Applicant (for which information is required below) is the Local Housing Trust Fund or administering Local Government. The PLHA award will be made to the Applicant (upon meeting threshold requirements) and the Applicant is responsible for meeting all program requirements throughout the term of the Standard Agreement.

The 302(c)(4) Plan template worksheet requires first choosing one or more of the Eligible Activities listed below. If "Yes" is clicked, the 302(c)(4) Plan worksheet opens a series of questions about what precise activities are planned. Some specific activities, such as providing downpayment assistance to lower-income households for acquisition of an affordable home, could be included under either Activity 2 or 9. Please only choose one of those Activities; don't list the downpayment assistance under both Activities. **Please note that 40% of each allocation you are requesting to amend with this application MUST be allocated to an activity that supports Homeownership in accordance with the NOFA. Ownership activities are 2,3,4,7,8,9 (activities 2,3,4, & 8 will only count as ownership if the funds will go towards ownership sub activities as opposed to rental housing sub activities including ADU's)**

If the PLHA funds are used for the same Activity but for different Area Median Income (AMI) level, select the highest AMI level the Activity will serve (you can always go lower than what is listed but you may not serve higher than what is listed without completing a plan amendment in the future).

For each year (2021-2023), allocations must equal 100% annually including the allowable administrative costs of up to 5%.

§300 Eligible Applicants

§300(a) and **(b)** Eligible Applicants for the Entitlement and Non-Entitlement formula component described in Section §100(b)(1) and (2) are limited to the metropolitan cities and urban counties allocated a grant for the federal fiscal year 2017 pursuant to the federal CDBG formula specified in 42 USC, Section §5306 and Non-entitlement local governments.

Applicant:	City of Palmdale										
Address:	38300 Sierra Highway										
City:	Palmdale	State:	CA	Zip:	93550	County:	Los Angeles				
Auth Rep Name:	Salvador Mendez	Title:	City Manager Pro Tem	Auth Rep. Email:	smendez@cityofpalmdaleca.gov			Phone:	661-267-5100		
Address:	38300 Sierra Highway			City:	Palmdale	State:	CA	Zip Code:	93550		
Contact Name:	Sophia Reyes	Title:	Director	Contact Email:	sreyes@cityofpalmdaleca.gov			Contact Phone:	661-267-5126		
Address:	38250 Sierra Highway			City:	Palmdale	State:	CA	Zip Code:	93550		

§300(d) Is Applicant delegated by another Local government to administer on its behalf its formula allocation of program funds?

§300(d) If Applicant answered "Yes" above, has the Applicant attached the legally binding agreement required by §300(c) and (d)?	A sample agreement can be found by double clicking on the icon to the right	Document	N/A

File Name:	**Application and/or Adopting the PLHA Plan (2020-2023 Allocations) Reso**	Pursuant to section 302(c)(4) of the Guidelines, Applicant's PLHA Plan for 2020-2023 allocations is attached to this resolution, and Applicant certifies compliance with all public notice, comment, and hearing requirements in accordance with the Guidelines.		Uploaded to HCD?	Yes
File Name:	**Gov TIN**	Provide a signed Gov't TIN Form		Uploaded to HCD?	Yes
File Name:	**Applicant Delegation Agreement**	Legally binding agreement between Delegating and Administering Local Governments (sample provided—just click on icon in row 19, column AH)		Uploaded to HCD?	N/A

§301 Eligible Activities

§301(a) Eligible activities are limited to the following:	**Select below:**
§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to Extremely low-,Very low-, Low-, or Moderate-income households, including necessary operating subsidies.	**Yes**
§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.	**Yes**
§301(a)(3) Matching portions of funds placed into Local or Regional Housing Trust Funds.	**No**
§301(a)(4) Matching portions of funds available through the Low- and Moderate-Income Housing Asset Fund pursuant to subdivision (d) of HSC Section 34176.	**No**
§301(a)(5) Capitalized Reserves for services connected to the preservation and creation of new permanent supportive housing.	**No**
§301(a)(6) Assisting persons who are experiencing or At-risk of homelessness, including, but not limited to, providing rapid re-housing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.	**Yes**
§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.	**Yes**
§301(a)(8) Efforts to acquire and rehabilitate foreclosed or vacant homes and apartments.	**No**
§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.	**Yes**

§301(a)(10) Fiscal incentives made by a county to a city within the county to incentivize approval of one or more affordable housing Projects, or matching funds invested by a county in an affordable housing development Project in a city within the county, provided that the city has made an equal or greater investment in the Project. The county fiscal incentives shall be in the form of a grant or low-interest loan to an affordable housing Project. Matching funds investments by both the county and the city also shall be a grant or low-interest deferred loan to the affordable housing Project.	**No**

§302(c)(4) Plan

Rev.10/10/2024

§302(c)(4)(A) Describe the manner in which allocated funds will be used for eligible activities.

The City of Palmdale plans to use PLHA funds for the following eligible activities: 1) Rehabilitation or preservation of owner-occupied housing for extremely low to low-income households (primarily senior and disabled individuals); 2. Provide a construction loan for the development of a duplex housing project that will be occupied by extremely low to very low-income households; 3. Make available downpayment assistance loans for low and moderate-income households to buy affordable homes; 4. Construction and/or operational costs for a future emergency and/or transitional housing; 5.Rehabilitation for accessibility of owner-occupied housing for extremely low to low-income households (primarily senior and disabled individuals)

§302(c)(4)(B) Provide a description of the way the Local government will prioritize investments that increase the supply of housing for households with incomes at or below 60 percent of Area Median Income (AMI).

The City will prioritize investments that increase the supply of housing for households with income at or below 60% AMI through the following: 1. Construction of new rental housing projects that will include units with affordability for low income households at or below 60% of area median income.

§302(c)(4)(C) Provide a description of how the Plan is consistent with the programs set forth in the Local Government's Housing Element.

The Plan is consistent with the goals and programs outlined in the City's Housing Element, which includes the following programs: Mortgage Assistance Program for first time homebuyers, Affordable Housing Construction Program to build new affordable housing, Home Rehabilitation Loan Program to assist very low and low-income owner occupants with necessary repairs, Home Accessibility Program to assist very low and low-income owner occupants with accessibility improvements, amd capital and/or operational costs for a future emergency / transitional housing project.

Activities Detail (Activities Detail (Must make a selection on Formula Allocation Application worksheet under Eligible Activities, §301))

§301(a)(1) The predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low-,very low-, low-, or moderate-income households, including necessary Operating subsidies.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental Housing Activity.

Allocated funds will be used to provide a construction loan for the construction of a duplex rental housing project that will be occupied by low to very-low-income households. The Palmdale Housing Authority is the owner of the project site and will provide partial construction funding for the project. Construction of this project will be completed with the partnership of Advancing Communities Together (ACT), a local non-profit organization, and through their Palmdale Dream Center (PDC) Housing Subsidiary and Antelope Valley Youth Build Charter School. As such, this activity will also provide job training and workforce development opportunities for local youth who participate in the project. Due to zoning restrictions with the previous project site, the Housing Authority offered an alternate site. As a result of the site change, there are increased fees and construction costs exceeding those originally forecasted.

Complete the table below for each proposed Affordable Rental Housing Activity to be funded with 2021-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the highest AMI to be served.

Funding Allocation Year	2021	2022	2023												
Type of Affordable Housing Activity	New Construction of Affordable Rental Housing	New Construction of Affordable Rental Housing	New Construction of Affordable Rental Housing												
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Affordable Rental Housing Activity		25%	35%												
§302(c)(4)(E)(ii) Area Median Income Level Served		60%	60%												**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level **Note: complete for years 2021, 2022, 2023 only**	639	-1	-1												637
§302(c)(4)(E)(ii) Projected Number of Households Served	0	2	0												2
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Affordable Rental Housing Activity**(55 years required for rental housing projects)**	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	55 Years	

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

1. An amended Affordable Housing Agreement will be executed. 2. Propose schedule to begin construction activities 2025. 3. Complete construction of affordable units 2027.

§301(a)(2) The predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing, including Accessory Dwelling Units (ADUs), that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 perce of AMI in high-cost areas. ADUs shall be available for occupancy for a term of no less than 30 days.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for each proposed Affordable Rental and Ownership Housing Activity.

PLHA funds will be used to preserve existing homes by funding minor home repairs to ensure the health and safety of very low and low-income households, primarily those that are senior and disabled. This will enable recipients to complete essential emergency repairs and rehabilitation. Work will include, but is not limited to, electrical, plumbing, heating, roofing, and elimination of code violations.

Complete the table below for each proposed Affordable Rental and Ownership Housing Activity to be funded with 2021-2023 PLHA allocationsIf a single Activity will be assisting households at more than one level of Area Median Income, please list the highest AMI to be served.

Funding Allocation Year	2021	2022	2023												
Type of Affordable Housing Activity	Rehabilitation of Owner-Occupied Housing	Rehabilitation of Owner-Occupied Housing	Rehabilitation of Owner-Occupied Housing												
§302(c)(4)(E)(i) Percentage of Funds Allocated for Each Affordable Housing Activity	40%	30%	30%												
What Percentage of the Percentage Above Will be Used for Ownership Housing?	100%	100%	100%												
§302(c)(4)(E)(ii) Area Median Income Level Served	50%	50%	50%												**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level **Note: complete for years 2021, 2022, 2023 only**	1770	0	0												1770
§302(c)(4)(E)(ii) Projected Number of Households Served	16	8	6												30
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	30	30	30												

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of each Affordable Rental and Ownership Housing project.

1. Program Design. 2. Program Marketing. 3. Program Implementation 2025. 4. Identify potential recipients 2025. 5. Rehabilitation completions start late 2025.

§301(a)(6) Assisting persons who are experiencing or At risk of homelessness, including, but not limited to, providing rapid rehousing, rental assistance, supportive/case management services that allow people to obtain and retain housing, operating and capital costs for navigation centers and emergency shelters, and the new construction, rehabilitation, and preservation of permanent and transitional housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

The original concept was for a multi-story Navigation Center with a food pantry, interim housing, and office space for partners. The additional funding sources previously proposed for the project have changed their structure and priorities. The City will utilize the amended allocated funds to provide for capital and operations for Emergency Shelter (Crisis - Interim Housing for Adults). The project will provide 20 tiny homes for those experiencing homelessness, in partnership with Advancing Communities Together (ACT), a local non-profit. The program is designed to transition the unsheltered to interim housing, connect those in need with resources, and assist all clients with a path toward stability to successfully transition into permanent housing.

Complete the table below for each proposed Activity to be funded with 2021-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the highest AMI to be served.

Funding Allocation Year	2021	2022	2023												
Type of Affordable Housing Activity	Operating and Capital Costs for Emergency Shelters	Operating and Capital Costs for Emergency Shelters	Operating and Capital Costs for Emergency Shelters												
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	25%														
§302(c)(4)(E)(ii) Area Median Income Level Served	30%														**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level **Note: complete for years 2021, 2022, 2023 only**	1768	0	0												1768
§302(c)(4)(E)(ii) Projected Number of Households Served	60														60
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity **(55 years required for rental housing projects)**	N/A														

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

1. Completion of plan check and issuance of permits. 2. Facility Improvements and campus preparation. 3. Installation of pallet shelter modular units for interim housing, including 20 individual units, a hygiene unit, laundry facilities, offices and a community room, late 2025 early 2026 start date. 4. Project completion.

§301(a)(7) Accessibility modifications in Lower-income Owner-occupied housing.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

Allocated funds will be used to provide emergency grants and repair assistance to extremely low- and low-income owner-occupied households, with the goal of specifically assisting senior citizens and disabled individuals with accessibility modifications to make the home m accessibe to the homeowner.

Complete the table below for each proposed Activity to be funded with 2021-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the highest AMI to be served.

Funding Allocation Year	2021	2022	2023												
Type of Affordable Housing Activity	Accessibility modifications in Lower-income Owner-Occupied Housing	Accessibility modifications in Lower-income Owner-Occupied Housing	Accessibility modifications in Lower-income Owner-Occupied Housing												
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	10%	10%	10%												
What Percentage of the Percentage Above Will be Used for Ownership Housing?	100%	100%	100%												
§302(c)(4)(E)(ii) Area Median Income Level Served	30%	30%	30%												**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level **Note: complete for years 2021, 2022, 2023 only**	1304	0	0												1304
§302(c)(4)(E)(ii) Projected Number of Households Served	4	2	2												8
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity	N/A	N/A	N/A												

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.

1. Program Design. 2. Program Marketing. 3. Program Implementation 2025. 4. Identify potential recipients 2025. 5. Rehabilitation completions start late 2025.

§301(a)(9) Homeownership opportunities, including, but not limited to, down payment assistance.

§302(c)(4)(E)(i) Provide a detailed and complete description of how allocated funds will be used for the proposed Activity.

Allocated funds will be used to provide downpayment assistance for middle-income individuals seeking to purchase their first home.

Complete the table below for each proposed Activity to be funded with 2021-2023 PLHA allocations. If a single Activity will be assisting households at more than one level of Area Median Income, please list the highest AMI to be served.

Funding Allocation Year	2021	2022	2023												
Type of Homeowner Assistance	Homebuyer Assistance	Homebuyer Assistance	Homebuyer Assistance												
§302(c)(4)(E)(i) Percentage of Funds Allocated for the Proposed Activity	20%	30%	20%												
What Percentage of the Percentage Above Will be Used for Ownership Housing?	100%	100%	100%												
§302(c)(4)(E)(ii) Area Median Income Level Served	150%	150%	150%												**TOTAL**
§302(c)(4)(E)(ii) Unmet share of the RHNA at the AMI Level **Note: complete for years 2021, 2022, 2023 only**	2708	0	0												2708
§302(c)(4)(E)(ii) Projected Number of Households Served	3	2	2												7
§302(c)(4)(E)(iv) Period of Affordability for the Proposed Activity	30	30	30												

§302(c)(4)(E)(iii) A description of major steps/actions and a proposed schedule for the implementation and completion of the Activity.				
1. Program Design. 2. Program Marketing. 3. Program Implementation 2025. 4. Identify potential recipients 2025. 5. Start closing escrows in late 2025.				
File Name:	Plan Adoption Reso	***§302(c)(4)(D)*** *Evidence that the Plan was authorized and adopted by resolution by the Local jurisdiction and that the public had an adequate opportunity to review and comment on its content.*	Uploaded to HCD?	Yes

Total Percentage of Funds Allocated Calculator (2021 - 2023)

2021 Allocation	
Admin	5%
Funds Allocated	95%
Total Percentage of Funds Allocated for 2021	**100%**

2022 Allocation	
Admin	5%
Funds Allocated	95%
Total Percentage of Funds Allocated for 2022	**100%**

2023 Allocation	
Admin	0%
Funds Allocated	95%
Total Percentage of Funds Allocated for 2023	**95%**

End of Document

City Council Staff Report

DATE: **SEPTEMBER 2, 2025**

TO: **HONORABLE MAYOR PRO TEM AND CITY COUNCIL**

FROM: **CITY ATTORNEY'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **APPOINTMENT OF TWO COUNCILMEMBERS TO FORM AN AD HOC SUBCOMMITTEE TO REVIEW AND PROVIDE RECOMMENDATION FOR A POSSIBLE PARTNERSHIP WITH PALMDALE WATER DISTRICT (PWD) FOR LITTLEROCK DAM RECREATIONAL PROJECT**

RECOMMENDATION

Appointment of two Councilmembers to form an Ad Hoc Subcommittee to review and provide recommendation for a possible partnership with PWD for the Littlerock Dam Recreation Project.

DISCUSSION

On August 19, 2025, the City Council requested the formation of an ad hoc subcommittee consisting of two councilmembers to review and provide direction as to the best course of action for the City in possibly partnering with the PWD for the Littlerock Dam recreation project.

The Palmdale Water District has created its own subcommittee to assess its recommendation. The two subcommittees may meet to confer and recommend the best course of action.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

C. Involve and expand engagement to enhance public oversight and transparency.

Goal IV: Maintain a desirable community where everyone wants to live, work and play.

B. Provide inclusive access to a variety of supportive services that build a resilient and healthy community.

Prepared by:	Alexandra Halfman, City Attorney
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, City Attorney

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Laura Bettencourt, Mayor Pro Tem

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: September 2, 2025

During the period Aug. 1 through Aug 31, 2025, I attended the following meetings and events:

Aug. 1	Special City Council Meeting
Aug. 5	Regular City Council Meeting
Aug. 5	National Night Out Poncitlán Square
Aug. 7	Audit Committee Meeting
Aug. 14	Civ-Mil Annual BBQ and Scholarship Fundraiser
Aug. 18	PRWA Board of Directors Meeting
Aug. 19	AVAQMD Board of Directors Meeting
Aug. 19	Regular City Council Meeting
Aug. 23	Homes 4 Families Veteran Neighborhood Key Ceremony
Aug. 23	Pete Knight AFA Chapter 294 New Commander and Directors Reception
Aug. 26	AVTA Board of Directors Meeting

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Austin Bishop, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: September 2, 2025

During the period Aug. 1 through Aug. 31, 2025, I attended the following meetings and events:

Aug. 1	Special City Council Meeting
Aug. 5	Regular City Council Meeting
Aug. 5	National Night Out Poncitlán Square
Aug. 7	Audit Committee Meeting
Aug. 9	Summer Concert Series: TLC at Palmdale Amphitheater
Aug. 16	Summer Concert Series: The Beach Boys at the Palmdale Amphitheater
Aug. 18	PRWA Board of Directors Meeting
Aug. 19	AVAQMD Board of Directors Meeting
Aug. 19	Regular City Council Meeting
Aug. 23	MAXX OUT Grand Opening and Ribbon Cutting
Aug. 23	Pete Knight AFA Chapter 294 New Commander and Directors Reception

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Eric Ohlsen, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: September 2, 2025

During the period Aug. 1 through Aug. 31, 2025, I attended the following meetings and events:

Aug. 1	Special City Council Meeting
Aug. 5	Regular City Council Meeting
Aug. 5	National Night Out Poncitlán Square
Aug. 9	Summer Concert Series: TLC at the Palmdale Amphitheater
Aug. 11	Meeting with Supervisor Barger and Assemblymember Carrillo
Aug. 14	Joint TPAA/PSD/City of Palmdale Partnership Meeting
Aug. 16	Summer Concert Series: The Beach Boys at the Palmdale Amphitheater
Aug. 19	Regular City Council Meeting
Aug. 26	AVTA Board of Directors Meeting
Aug. 27	Sacramento: Meet with Townsend Public Affairs
Aug. 27	Sacramento: Meet with Gonsalves re: Legislative Updates
Aug. 27	Sacramento: Meet with Keith Dunn, California High Speed Rail Updates
Aug. 27	Sacramento: Dinner with Assemblymember Juan Carrillo