PALMDALE

a place to call home

CITY COUNCIL
SUCCESSOR AGENCY
HOUSING AUTHORITY
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
TUESDAY, OCTOBER 7, 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

The City of Palmdale offers live AI-powered translation and captions through Wordly in over 60 languages. Please scan the attached QR code or visit CityOfPalmdaleCA.Gov/JoinWordly.

Translation QR Code.
Translation QR Code.pdf

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
COMMISSIONER FRAGA-SAENZ, BETTS

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

4. **PRESENTATIONS**

4.1 California Voting Rights Act Presentation.

4.2 Homelessness Report.
PPT Homeless Report.pdf

5. **PUBLIC COMMENTS**
The public is allotted to speak a total of three (3) minutes on the Consent Calendar, Appointment-New Business, and Closed Session sections. 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. **JOINT CONSENT CALENDAR CITY COUNCIL AND HOUSING AUTHORITY**
All matters listed under the Joint Consent Calendar will be enacted by one motion unless an item(s) is pulled by Council/Authority, in which case the item(s) will be removed from the Joint Consent Calendar and will be considered separately following this portion of the Agenda.

6.1 Adopt Resolution No. CC 2025-068, a Resolution of the City Council of the City of Palmdale declaring certain Property Surplus Land pursuant to Government Code Sections 54420 et seq; and Adopt Resolution No. HA 2025-003, a Resolution of the Housing Authority of the City of Palmdale declaring APN 3009-021-903 Exempt Surplus Land under the Surplus Land Act as amended.
SR Surplus Land Act.docx
Reso. No. CC 2025-068.docx
Reso. No. HA 2025-003.docx
Aerial Map CC 2025-068.pdf
Parcel Map HA 2025-003.pdf

6.2 Approve the minutes from the previous meeting.
Mins 09 02 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 Receive and file the Monthly Investment Activity Reports for August 2025.
SR Monthly Investment Report Aug 2025.docx
Rpt. Monthly Investment Reports Aug 2025.pdf

7.3 Adopt Resolution No. CC 2025-072, a Resolution of the City Council of the City of Palmdale adopting a revised Publicly Available Pay Schedule to ensure compliance with the Public Employees' Retirement System (CalPERS) pensionable compensation requirements for general positions.
SR Reso. No. CC 2025-072.docx
Atch Circular 200-003-20.pdf
Reso. No. CC 2025-072.docx
Exh A General Classification and Pay Plan.pdf
Exh B General Position Salary Schedule.pdf

7.4 Approve Memorandum of Understanding between the City of Palmdale and Antelope Valley Economic Development and Growth Enterprise (AV EDGE) for a total not to exceed amount of $300,000 for a term of one (1) year.
SR Agrmt No. A-9487 with AV EDGE.docx
Agrmt No. A-9487 MOU with AV EDGE.pdf

7.5 Adopt Resolution No. CC 2025-010, a Resolution of the City Council of the City of Palmdale approving the updated Palmdale Emergency Operations Plan (EOP).
SR Reso. No. CC 2025-010.docx
Reso. No. CC 2025-010.docx
Exh A EOP.pdf

7.6 Approve design services agreement with Duke Engineering for PN 524, Maintenance Yard Fleet Building and Utility Upgrade, for a total not to exceed amount of $248,946.25 for a term of 120 calendar days from the date of the Notice to Proceed.
SR Agrmt No. A-9288 with Duke Engineering.docx
Agrmt No. A-9288 with Duke Engineering.pdf
Project Map.pdf

7.7 Approve Project Authorizations A and B under Master Services Agreement with DXP Enterprises, Inc., for pump maintenance and repair services for a combined total not to exceed amount of $1,251,800, each for a term of three years with an option to extend for two additional one-year terms.
SR Agrmt No. A-9503 Project Authorizations A-B with DXPE, Inc.docx
Agrmt No. A-9503 Master Services Agreement with DXPE, Inc.pdf
Agrmt No. A-9503-A Project Authorization with DXPE, Inc. (MTC).pdf
Agrmt No. A-9503-B Project Authorization with DXPE, Inc. (P&R).pdf

7.8 Adopt Resolution No. CC 2025-071, a Resolution of the City Council of the City of Palmdale authorizing the execution of a grant deed for City-owned land to the Los Angeles County Waterworks District No. 40 for Parcel 'A' of recorded Lot Line Adjustment No. 703.

SR Reso. No. CC 2025-071.docx
Reso. No. CC 2025-071.docx
Recorded Lot Line Adjustment No. 703.pdf
Grant Deed.docx
Exh A Legal Description.pdf

7.9 Approve Construction Agreement with All American Building Services for PN 839, McAdam Park Pavilion Rehabilitation Project for a total not to exceed amount of $234,564 for a term of 30 working days from the date of the Notice to Proceed.

SR Agrmt No. A-9446 with All American Building Services.docx
Agrmt No. A-9446 with All American Building Services.pdf

7.10 Approve First Amendment to Agreement with All American Building Services for PN 862, Marie Kerr Park Swim Deck Expansion Project, increasing the agreement by $5,000 for a total not to exceed amount of $436,695 with an extension of 15 working days for a total of 65 working days.

SR Agrmt No. A-8679 First Amendment with All American Building Services.docx
Agrmt No. A-8679 First Amendment with All American Building Services.pdf
Agrmt No. A-8679 Change Order One with All American Building Services.pdf
Agrmt No. A-8679 with All American Building Services.pdf

7.11 Adopt Resolution No. CC 2025-070, a Resolution of the City Council of the City of Palmdale setting aside portions of City-Owned land (APNs 3001-026-918, -923, -924, -925), for right-of-way and bikeway requirements along 25th Street West and Avenue O-12 for public road and highway purposes.

SR Reso. No. CC 2025-070.docx
Reso. No. CC 2025-070.docx
Exh A Legal Description.pdf
Exh B Plat Map.pdf

7.12 Approve the nomination to name the futsal courts at Sam Yellen Park in accordance with the City's Asset Naming and Renaming Policy.

SR Approve Nomination of Futsal Court Naming.docx
City Asset Naming and Renaming Policy.pdf

8. APPOINTMENTS

8.1 City Council nomination and appointment of two (2) Housing Authority Tenant Member Commissioners.

SR HA Appointments.docx
HA Apps Redacted.pdf

9. **NEW BUSINESS**

9.1 Approve Employment Agreement between the City of Palmdale and Salvador Mendez.
SR Agrmt No. A-9575.docx
Agrmt No. A-9575.pdf

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 100725.docx
Monthly Informational Report Bishop 100725.docx
Monthly Informational Report Loa 100725.docx
Monthly Informational Report Ohlsen 100725 .docx

13. **PRESENTATION BY CITY ATTORNEY**

13.1 CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
(Paragraph (4) of subdivision (d) of Gov. Code § 54956.9)
Initiation of litigation: (2 cases)

14. **ANNOUNCEMENT BY CITY ATTORNEY**

15. **ADJOURN** meeting to October 21, 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.



https://attend.wordly.ai/join/SLOR-7400

HOUSING DEPARTMENT

Homelessness Report

City Council Meeting
October 7, 2025

2025 Homeless Count

122 Total Sheltered Persons (Temporary)

76 Total Unsheltered Persons not in a Dwelling

184 Total Dwellings

20	119	17	28
Cars	RVs	Makeshift	Tents






Homeless Plan - City of Palmdale



Goals for 2023-2027:

- **Prevent episodes of homelessness:** for both individuals and families.
- **Assist homeless individuals and families:** provide relevant and accurate information to create a path out of homelessness and create housing opportunities that meet their needs.
- **Empower local service providers, community partners, and stakeholders:** improve response to individuals and families experiencing homelessness by working collectively with City support.
- **Develop an approach to track City, local service providers and community support group progress:** prevent, reduce and end homelessness to increase opportunities to create and maintain a sustainable lifestyle that includes affordable housing, education and employment/vocational training opportunities.

Community Partners





















Programs

- Tenant Based Rental Assistance – Seniors
- Rapid Re-Housing Programs
- Food Pantry and Access to Services
- Workforce Development
- Winter Shelter
- Development of Interim, Permanent Supportive Housing and Affordable Housing
- Community Outreach and Services





Housing Department
(661) 267-5126
www.housingdivision@cityofpalmdaleca.gov

Joint Staff Report

DATE: **OCTOBER 7, 2025**

TO: **HONORABLE MAYOR PRO TEM, CITY COUNCIL, VICE CHAIR, AND COMMISSIONERS**

FROM: **DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**
ECONOMIC DEVELOPMENT DIVISION
DEPARTMENT OF HOUSING

DISTRICT: **1**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-068, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING CERTAIN PROPERTY SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54420 ET SEQ; AND ADOPT RESOLUTION NO. HA 2025-003, A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PALMDALE DECLARING APN 3009-021-903 EXEMPT SURPLUS LAND UNDER THE SURPLUS LAND ACT AS AMENDED**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2025-068, a Resolution of the City Council of the City of Palmdale declaring certain property surplus land pursuant to Government Code Sections 54220 *et seq*.; and,

2. Authorize the Interim City Manager or his designee to prepare and execute all necessary documents and take all actions required by state law related to surplus property with regard to the property identified in Resolution No. CC 2025-068, including minimal non-substantial changes.

Staff recommend that the Housing Authority:

1. Adopt Resolution No. HA 2025-003, a Resolution of the Housing Authority of the City of Palmdale declaring APN 3009-021-903 Exempt Surplus Land under the Surplus Land Act as amended; and,

2. Authorize the Interim Executive Director or his designee to prepare and execute all necessary documents and take all actions required by state law related to

declaring the property identified in Resolution No. HA 2025-003 as exempt surplus land, including minimal non-substantial changes.

BACKGROUND

The City owns real property (APNs 3009-018-900; -901; -902; -903; -904; -905; -906; and -907) (City Properties). The City Properties consist of approximately 1.05 acres, are located on the southeast corner of East Avenue Q-11 and Sierra Highway and are zoned Mixed Use 3. The City wishes to pursue the sale of the City Properties; therefore, it must comply with the requirements of the Surplus Land Act (SLA).

In December 2020, the Housing Authority of the City of Palmdale (Housing Authority) acquired real property located at 38107 10th Street East (APN 3009-021-903) (Authority Property) to provide affordable housing. In September 2023, the vacant structure on the Authority Property sustained fire damage, and prior to securing the area, the fire department opened the roof and Tropical Storm Hilary added water damage to the interior of the structure. In September 2025, the vacant, fire and water-damaged structure on the Authority Property was demolished. The vacant land is now proposed for future development of affordable housing.

On October 9, 2019, Governor Newsom signed Assembly Bill (AB) 1486. AB 1486, which amended the SLA, effective January 1, 2020, changed the existing, long-standing definition of “surplus land”; providing that land no longer necessary for a local agency’s use shall be declared either “surplus land” or “exempt surplus land” before taking any action to sell or lease land. To that end, AB 1486 also added a new limitation providing that an “agency’s use” “shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development,” or “property disposed of for the sole purpose of investment or generation or revenue.” AB 1486 further prohibits the City from negotiating any disposition of the Property prior to compliance with the procedural requirements of the SLA.

On October 11, 2023, the Governor signed AB 480 and Senate Bill (SB) 747 into law, which further clarified provisions of the SLA. AB 480 and SB 747, which became effective on January 1, 2024, generally provide some increased flexibility as it pertains to the lease of public agency land, expand the definition of exempt surplus land, and the methodology for assessment of penalties for non-compliance (e.g. fair market value or sales price, whichever is greater).

DISCUSSION

City Properties

As indicated above, the SLA, Government Code Sections 54220 *et seq*., generally requires that public agencies first declare land "surplus land" or "exempt surplus land" before negotiating any disposition of the land, either for sale or for lease.
Pursuant to the SLA, City staff must send a written Notice of Availability (NOA) of the City Properties by electronic mail or by certified mail to all of the entities identified in Government Code Section 54222, which include local public entities and housing sponsors that have notified the California Department of Housing and Community Development (HCD) of their interest in surplus land for the purpose of developing low- and moderate-income housing, to any regional park authority and the State Resources Agency for open-space purposes; and local school districts for the purpose of school facilities or use.

If the City Properties are within an infill opportunity zone or covered by a transit village plan, the NOA must also be sent to the City, or the housing authority operating within the City. If one of the entities/agencies receiving the NOA desires to purchase or lease one or more of the City Properties, it must notify the City of its interest to do so in writing within 60 days of the date of the NOA. The City is then required to negotiate price and terms for the disposition with any entity(s)/agency(s) that respond for a period of 90 days. Finally, in the event no agreement is reached between the City and any interested entity(s)/agency(s) after a good faith negotiation period of 90 days, the land may be disposed of as set forth in the SLA.

Staff has determined that there is no further governmental use for the City Properties and recommends that the City Council declare the City Properties as surplus land and complete the surplus property disposition process in accordance with the SLA. Once declared as surplus land, the City will follow the notice and negotiation procedures outlined in the SLA. Declaring the City Properties as surplus land does not preclude the City from developing the City Properties in the future. It simply provides flexibility to move forward with potential public-private partnerships to develop the Properties. Any future property sale, development agreement, and entitlements for the City Properties would still adhere to the appropriate process as described within the Palmdale Municipal Code.

Authority Property

The SLA provides that the Housing Authority may declare the Authority Property to be “exempt surplus land” under the SLA if the Authority Property meets one of the exemptions set forth in the SLA for “exempt surplus land” currently set forth in Government Code Section 54221(f).

The Authority Property qualifies as "exempt surplus land" under Government Code Section 54221(f)(1)(F) which reads, in part:

> *Surplus land that is to be developed for a housing development, which may have ancillary commercial ground floor uses, that restricts 100 percent of the residential units to persons and families of low or moderate income, with at least 75 percent of the residential units restricted to lower income households, as defined in Section 50079.5 of the Health and Safety Code, with an affordable sales price or an affordable rent, as defined in Section 50052.5 or 50053 of the Health and Safety Code, for a minimum of 55 years for rental housing, land use for ownership housing, and 50 years for rental or ownership housing located on tribal trust lands, and in no event shall the maximum affordable sales price or rent level be higher than 20 percent below the median market rents or sales prices for the neighborhood in which the site is located.*

The Authority Property will be developed as an affordable housing rental development restricted 100% to persons and families of low or moderate income. An agreement will be entered into with a developer to transfer the Authority Property and will require the development on the Authority Property of rental units affordable to persons and families at up to 80% of AMI. This agreement will also require recordation of a covenant agreement which will restrict 100% of the residential units developed on the Authority Property to persons and families of low or moderate income, with at least 75% of the residential units restricted to lower income households, as defined in Section 50079.5 of the Health and Safety Code, with an affordable rent, as defined in Health and Safety Code Section 50053, for a minimum of 55 years with the maximum affordable rent level no higher than 20% below the median market rents for the neighborhood in which the Property is located. The Authority Property meets all of the criteria for "exempt surplus land" under Government Code Section 54221(f)(1)(F).

FISCAL IMPACT

$20,000; Direct costs for undergoing the sale of the City Properties involve an appraisal(s) and traditional real estate broker services, which will be offset by any proceeds received from the sale of the City Properties. Given the complexity and unknown factors when negotiating under the SLA process, the exact final costs for these services are unknown.

$10,000; There is no fiscal impact associated with the Housing Authority action for submitting to HCD; however, there is an estimated $10,000 fiscal impact for an updated appraisal of the Property, which will be completed as necessary prior to any conveyance of the Property to a developer. Any agreement with regard to the conveyance and development of the Authority Property will be considered at a future date by the Housing Authority Board.

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.

Goal III: Invest in infrastructure to improve community.

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

D. Transform housing inventory to meet the changing lifestyle and market demands.

Prepared by:	Sophia Reyes, Director of Housing and Megan Taggart, Director of Economic and Community Development
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Reso No. CC 2025-068
Reso No. HA 2025-003
Aerial Map
Parcel Map

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, DECLARING CERTAIN PROPERTY SURPLUS LAND PURSUANT TO GOVERNMENT CODE SECTIONS 54220 ET SEQ.

WHEREAS, the City of Palmdale owns certain real properties consisting of approximately 1.05 acres, described herein (hereinafter referred to as 'Property'); and

WHEREAS, the declaration applies to eight parcels totaling approximately 1.05 acres located on the southeast corner of East Avenue Q-11 and Sierra Highway, currently indicated on the Los Angeles County Assessor's roll as APN's 3009-018-900; -901; -902; -903; -904; -905; -906; and -907, as shown on the map attached hereto as Exhibit A; and

WHEREAS*,* the Surplus Land Act (SLA), Government Code Sections 54220 et seq., applies when a local agency disposes of "surplus land," as that term is defined in Government Code Section 54221; and

WHEREAS*,* on October 9, 2019, Governor Newsom signed Assembly Bill (AB) 1486. AB 1486 significantly amended the SLA effective January 1, 2020. These amendments included, among others, changing the previous, long-standing definitions of "surplus land" and "exempt surplus land"; providing that property shall be declared either "surplus land" or "exempt surplus land" before a local agency may take any action to dispose of it; and adding a new limitation providing that an agency's use "shall not include commercial or industrial uses or activities, including nongovernmental retail, entertainment, or office development" or "property disposed of for the sole purpose of investment or generation or revenue"; and

WHEREAS*,* on October 11, 2023, the Governor signed AB 480 and Senate Bill (SB) 747 into law, which further clarified provisions of the SLA. AB 480 and SB 747 became effective on January 1, 2024, and generally provide some increased flexibility as it pertains to the lease of public agency land, expands the definition of exempt surplus land, and clarifies the assessment of penalties for non-compliance; and

WHEREAS*,* the Property would fall within the definition of "surplus land" pursuant to Government Code Section 54221, as amended by AB 1486; and

WHEREAS*,* in order to pursue new uses for the Property, including the possible disposition through a sale or lease of the property, the City must now comply with the SLA as amended by AB 1486; and

WHEREAS*,* pursuant to the SLA, City staff will send a written notice of availability of the properties by electronic mail or by certified mail to all of the entities identified in Government Code Section 54222; and

WHEREAS*,* subject to Government Code Section 54227, if one of the entities/agencies desires to purchase or lease the property after having received notice, it must indicate its interest to do so in writing within 60 days of the date of the City's notice, and the City and the entity/agency responding to the notice may negotiate price and terms for the disposition of the Property; and,

WHEREAS*,* pursuant to Government Code Section 54223, in the event no agreement is reached between the City and any interested entity/agency after a good faith negotiation period of 90 days, the Property may be disposed of without further regard to the SLA subsequent to a compliance letter from the California Department of Housing and Community Development (HCD).

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

SECTION 1. The City Council hereby specifically finds that all facts set forth in the Recitals of this Resolution are true and correct.

SECTION 2. For purposes of compliance with the SLA, the Property, as described herein, is hereby declared surplus land.

SECTION 3 The City Council authorizes the Interim City Manager, or his designee, to proceed with all the requirements of the SLA, as amended, to facilitate the possible disposition and reuse of the property. Whenever an administrative action is required by the City to implement the terms of the SLA process, the Interim City Manager, or his authorized designee, will have the authority to act on behalf of the City, except with respect to matters reserved under California law wholly for determination by the governing body.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED and **ADOPTED** this 7th day of October 2025.

_____
Laura Bettencourt, Mayor Pro Tem

Approved as to form:

ATTEST:

_____
Alexandra Severino
City Attorney

_____
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 7th day of October, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A

Aerial Map of Properties Subject to SLA



HOUSING AUTHORITY
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. HA 2025-003

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PALMDALE DECLARING APN 3009-021-903 EXEMPT SURPLUS LAND UNDER THE SURPLUS LAND ACT AS AMENDED

WHEREAS, on July 14, 2020, the Housing Authority of the City of Palmdale as Successor Housing Agency (Housing Authority) approved the acquisition of 38107 10th Street East (APN 3009-021-903) comprised of .19 acres of land (Property) for affordable housing; and

WHEREAS, the Housing Authority subsequently acquired the Property; and

WHEREAS, the Surplus Land Act (Government Code Section 54220 *et seq*.) (SLA) provides a process by which local agencies (which include the Housing Authority) offer "surplus land" to affordable housing developers and others as set forth in the SLA. The SLA further provides that the Housing Authority may declare the Property to be "exempt surplus land" under the SLA if the Property meets one of the exemptions set forth in the SLA for "exempt surplus land" currently set forth in Government Code Section 54221(f); and

WHEREAS, the Property qualifies as "exempt surplus land" under Government Code Section 54221(f)(1)(F) which reads, in part:

> Surplus land that is to be developed for a housing development, which may have ancillary commercial ground floor uses, that restricts 100 percent of the residential units to persons and families of low or moderate income, with at least 75 percent of the residential units restricted to lower income households, as defined in Section 50079.5 of the Health and Safety Code, with an affordable sales price or an affordable rent, as defined in Section 50052.5 or 50053 of the Health and Safety Code, for a minimum of 55 years for rental housing, land use for ownership housing, and 50 years for rental or ownership housing located on tribal trust lands, and in no event shall the maximum affordable sales price or rent level be higher than 20 percent below the median market rents or sales prices for the neighborhood in which the site is located; and

WHEREAS, the Property will be developed as an affordable housing rental development restricted 100% to persons and families of low or moderate income. An agreement will be entered into with a developer to transfer the Property and will require the development on the Property of rental units affordable to persons and families at up

to 80% of AMI. This agreement will also require recordation of a covenant agreement which will restrict 100% of the residential units developed on the Property to persons and families of low or moderate income, with at least 75% of the residential units restricted to lower income households, as defined in Section 50079.5 of the Health and Safety Code, with an affordable rent, as defined in Health and Safety Code Section 50053, for a minimum of 55 years with the maximum affordable rent level no higher than 20% below the median market rents for the neighborhood in which the Property is located. The Property meets all of the criteria for "exempt surplus land" under Government Code Section 54221(f)(1)(F); and

WHEREAS, the Housing Authority finds that the Property is not within a coastal zone, adjacent to a historical unit of the State Parks System, listed on, or determined by the State Office of Historical Preservation to be eligible for, the National Register of Historic Places, or within the Lake Tahoe region as defined in Section 66905.5; and

WHEREAS, having affordable housing developed on the Property would meet the purpose of the SLA; and

WHEREAS, under the SLA, the Housing Authority desires to declare the Property to be "exempt surplus land" and to submit the declaration to HCD for ratification of the requested exemption.

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

SECTION 1. The Housing Authority hereby finds and determines that all of the foregoing recitals are true and correct.

SECTION 2. The Housing Authority hereby finds, determines, and declares based on substantial evidence in the record, including, but not limited to, the Staff Report which accompanies this Resolution, that APN 3009-021-903 is "exempt surplus land" under the Surplus Land Act as amended.

SECTION 3. Authorize the Interim Executive Director or his designee to take all actions convenient and necessary to submit this declaration to the State of California Department of Housing and Community Development to approve the exemption under the SLA as amended.

SECTION 4. The Authority Secretary shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 7th day of October, 2025.

_____
Laura Bettencourt, Vice Chair

Approved as to form:

ATTEST:

_____
Alexandra Severino
Authority Attorney

_____
Rochelle Scott,
Authority Secretary

I, Rochelle Scott, Authority Secretary of the Housing Authority of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Housing Authority of the City of Palmdale at a special meeting of said Authority held on the 7th day of October, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

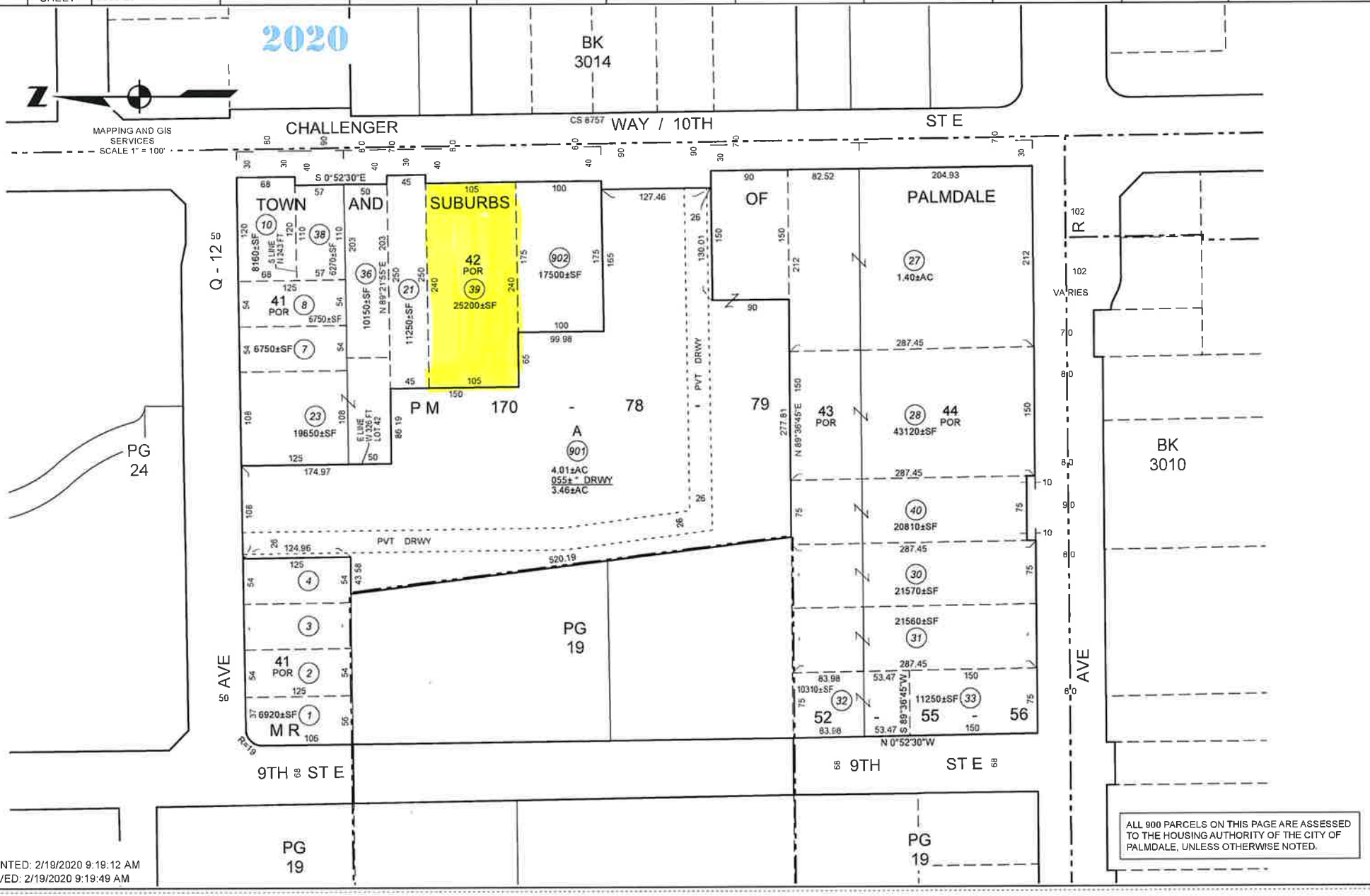
Date: _____ _____
Rochelle Scott, Authority Secretary

EXHIBIT A

Aerial Map of Properties Subject to SLA



3009	21 SHEET	P. A. 996-28 3009-20	TRA 6955	REVISED: 840824609-84L 840824615-85	860501-87 94062004008001-A1 97020305005001-A1	97041805003001-A1 98020408009001-A1 20160125050002001-A1	20200219280050001-24		SEARCH NO		OFFICE OF THE ASSESSOR COUNTY OF LOS ANGELES COPYRIGHT © 2002



DATE PRINTED: 2/19/2020 9:19:12 AM
DATE SAVED: 2/19/2020 9:19:49 AM

MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
SEPTEMBER 2, 2025

www.cityofpalmdaleca.gov

1) CALL MEETING TO ORDER

Mayor Pro Tem Bettencourt 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 PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, LOA, OHLSEN, ALARCÓN
COMMISSIONERS FRAGA-SAENZ, BETTS

PRESENT: Laura Bettencourt, Richard J. Loa, Eric Ohlsen, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.
ABSENT: Austin Bishop.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Councilmember Loa led the pledge allegiance.

Motion: Excuse the absence of Councilmember Bishop.
Moved by Eric Ohlsen, seconded by Richard J. Loa.

Vote: Motion carried (4-0)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.
Absent: Austin Bishop.

4) PRESENTATIONS

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

Representatives from SVA Architects delivered a PowerPoint presentation.

Council discussed the design of the building and colors.

5) PUBLIC COMMENTS

Interim City Manager Mendez asked to withdraw item 7.6, and it was not discussed.

6) HOUSING AUTHORITY CONSENT CALENDAR

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).

Housing Director Reyes presented the staff report.

Councilmember Alarcón requested a report on the maintenance activities at the Mobile Home Parks and details regarding meetings conducted with residents prior to implementing space rent increases. Housing Director Reyes confirmed that Newport Pacific Property Management is overseeing the maintenance issues.

6.2) Approve the minutes from the previous meetings.

Motion: Approve all items listed on the Housing Authority Consent Calendar. Moved by Christina Fraga-Saenz, seconded by Dianne Betts.

Vote: Motion carried (6-0)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen, Andrea Alarcón, Christina Fraga-Saenz, Dianne Betts.
Absent: Austin Bishop.

7) CONSENT CALENDAR

Councilmember Alarcón pulled items 7.8, 7.9, and 7.13.

The following individuals submitted public comments: Michelley provided remarks concerning the cost of the holiday light decorating services, and Marsha Furman expressed support for the holiday decorations (7.9)

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.

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.

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.

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.

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.

This item was withdrawn from the agenda, and it was not discussed

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.

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.

Director of Parks and Recreation Smith presented the staff report. Councilmember Loa inquired about the costs associated with creating and deaccessioning the art, and Director Smith spoke about the harsh weather, fragility of the art piece, and the art piece that will be placed at the location. Additionally, Councilmember Alarcón spoke about the deaccessioning of the sculpture, noting that it had become a public safety hazard.

Motion: 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.
Moved by Andrea Alarcón, seconded by Eric Ohlsen.

Vote: Motion carried (4-0)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.
Absent: Austin Bishop.

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.

Councilmember Loa inquired about the increased budget allocated to the holiday displays. Director of Parks and Recreation Smith provided an overview of the expenses related to the July 4th and Christmas displays. Councilmember Alarcón suggested creating a City calendar that shows approved special events funding appropriations.

Motion: 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.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (4-0)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.
Absent: Austin Bishop.

7.10) Energy For Palmdale's Independent Choice (EPIC) 2024 Power Source Disclosure Attestation.

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.

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.

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.

Director of Public Works Torres provided details on this item and the funding sources. Councilmember Alarcón spoke about the grant funds used for this project. Mayor Pro Tem Bettencourt thanked staff for the street improvements.

Motion: 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.

Moved by Andrea Alarcón, seconded by Eric Ohlsen.

Vote: Motion carried (4-0)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.
Absent: Austin Bishop.

7.14) Approve the minutes from the previous meeting.

Motion: Approve all items listed on the Consent Calendar except 7.8, 7.9, and 7.13.
Moved by Andrea Alarcón, seconded by Eric Ohlsen.

Vote: Motion carried (4-0)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.
Absent: Austin Bishop.

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.

Mayor Pro Tem Bettencourt opened the Public Hearing

Director of Housing Reyes presented the staff report.

Public Testimony: None.

Mayor Pro Tem Bettencourt closed the Public Hearing

Motion: Approve the recommendations listed in the staff report.
Moved by Richard J. Loa, seconded by Andrea Alarcón.

Vote: Motion carried (4-0)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.
Absent: Austin Bishop.

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.

Director of Housing Reyes read the title of the resolution and presented the staff report.

Mayor Pro Tem Bettencourt opened the Public Hearing.

Public Testimony: None.

Mayor Pro Tem Bettencourt closed the Public Hearing.

Councilmember Alarcón inquired about the eligibility requirements and whether funding can be allocated to the Together California Project. Councilmember Loa inquired about the down-payment assistance program and outreach efforts. Director of Housing Reyes provided responses to their questions.

Motion: 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.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (4-0)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.
Absent: Austin Bishop.

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.

City Attorney Severino presented the staff report.

The following individual provided public input: Betsy Haslett spoke about attending the Palmdale Water Academy

Councilmembers Loa and Ohlsen discussed the Littlerock Dam.

Motion: Appoint Councilmember Ohlsen to the Ad Hoc Subcommittee
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen, Andrea Alarcón.
Absent: Austin Bishop.

Motion: Appoint Councilmember Loa to the Ad Hoc Subcommittee
Moved by Eric Ohlsen, seconded by Laura Bettencourt.

Vote: Motion carried (3-1)
Yes: Laura Bettencourt, Richard J. Loa, Eric Ohlsen. No: Andrea Alarcón.
Absent: Austin Bishop.

10) CITY MANAGER'S REPORT

Interim City Manager Mendez provided an update on several upcoming events, including: The Prom performance will be held at the Palmdale Playhouse September 6, District 4 Neighborhood Watch event at Domenic Massari Park on September 9, District 3 Town Hall on September 18 at the Palmdale Playhouse, Free Fun Painting session at Domenic Massari and Marie Kerr parks on September 20; Foodie Fest at Marie Kerr Park on September 20, Disaster Preparedness Expo at Legacy Commons on September 22, Books and Barks at the Library on September 30, District 2 Neighborhood Watch meeting at Marie Kerr Park on October 6.

11) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public comments: Michelley, Betsy Haslett, Michelle, and Mark Maldonado addressed the conduct of Councilmember Ohlsen; Yul Gevargis discussed the Littlerock Dam and made remarks concerning its management; Aubray McPherson spoke regarding the establishment of a recall policy in Palmdale and expressed concerns about PFC members allegedly violating her constitutional rights; Adriana Gallo addressed the Lancaster mayor recall initiative; Jovel Calles discussed his future Eagle Scout project; Adel Mikhail presented information about his project at 38733 9th Street East and highlighted future parking concerns; Alejandra Castaneda commented on the conduct of Councilmember Ohlsen; Marsha addressed the conduct of Councilmember Ohlsen; Roger Soderstedt emphasized the importance of maintaining decorum in civic discussions; Bertha Del Alegria shared her experiences as a U.S. citizen, emphasizing diversity and tolerance; Felix Menendez requested repairs to specific streets and discussed the contribution of the immigrant community through taxes; Napoleon Demison expressed appreciation toward Councilmembers Ohlsen and Alarcón for advocating on behalf of the community; Marcos Alvarez provided comments on immigration enforcement; John Smith spoke about the conduct of Councilmember Ohlsen; David Jester addressed the conduct of Councilmember Ohlsen and discussed associated costs for immigrants; Eduardo reflected on his father's political history and acknowledged the efforts of the Council; Marsha Furman emphasized the importance of making public comment language accessible and understandable; Adam expressed support for Councilmember Ohlsen's statements and commented on the tax contributions of illegal immigrants; and Betsy Haslett provided remarks on the Chimbole Cultural Center presentation.

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

12.1) Council Reports.

Councilmember Alarcón requested the following items:
1) Inclusion of a California Voters' Rights Act (CVRA) presentation by Attorney Shenkman on the next Council agenda. This was approved with Alarcón, Ohlsen, and Mayor Pro Tem Bettencourt voting "Yes," and Councilmember Loa voting "No."

2) A status update on ongoing personnel investigations involving the City Manager, City Attorney, Councilmember Alarcón, and Councilmember Loa. This was approved unanimously by those present.

Councilmember Alarcón emphasized the importance of providing translation services or software and expressed support for the creation of union jobs.

Councilmember Loa voiced support for the Community Workforce Agreement (CWA) and reported on his attendance at the following events: Sheriff's Booster meeting, National Night Out, TLC concert, and the AV Fair meeting.

Councilmember Ohlsen addressed concerns regarding recent disruptions and shared his background in the military, highlighting his commitment to serving his country and community.

Mayor Pro Tem Bettencourt requested a review of the City Council Committee Assignments at the upcoming meeting. This request was approved by consensus, with Bettencourt and Alarcón leading the motion and the Council concurring.

Interim City Manager Mendez announced that the September 16, 2025 meeting would be canceled in observance of Deputy Clinkunbroomer, a fallen officer at the Sheriff's station.

13) PRESENTATION BY CITY ATTORNEY

City Attorney Severino confirmed items would be heard as listed.

Public Comments: None.

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

Closed Session was held from 8:00 pm - 8:57 pm.

City Attorney Severino announced the following:

13.1 - There was no reportable action.

13.2 - On a 4-0 vote, Council appointed Salvador Mendez to the position of Interim City Manager.

15) ADJOURN

Mayor Pro Tem Bettencourt adjourned the meeting at 9:00 pm to October 7, 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 7th day of October 2025

_____
Laura Bettencourt, Mayor Pro Tem

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **OCTOBER 7, 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 AUGUST 2025**

RECOMMENDATION

Staff recommend that the City Council:

1. Receive and file the August 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 August, the City's invested portfolio totaled $316,330,155, an increase of $413,433 from the previous month and a decrease of $8,545,697 compared to the prior year. The monthly increase was due to earned interest during the month.

The par value of the Successor Agency's portfolio as of August was $16,274,947. The balance increased by $4,161,662 from the prior month due to transfer of funds for debt service payment to be made.

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

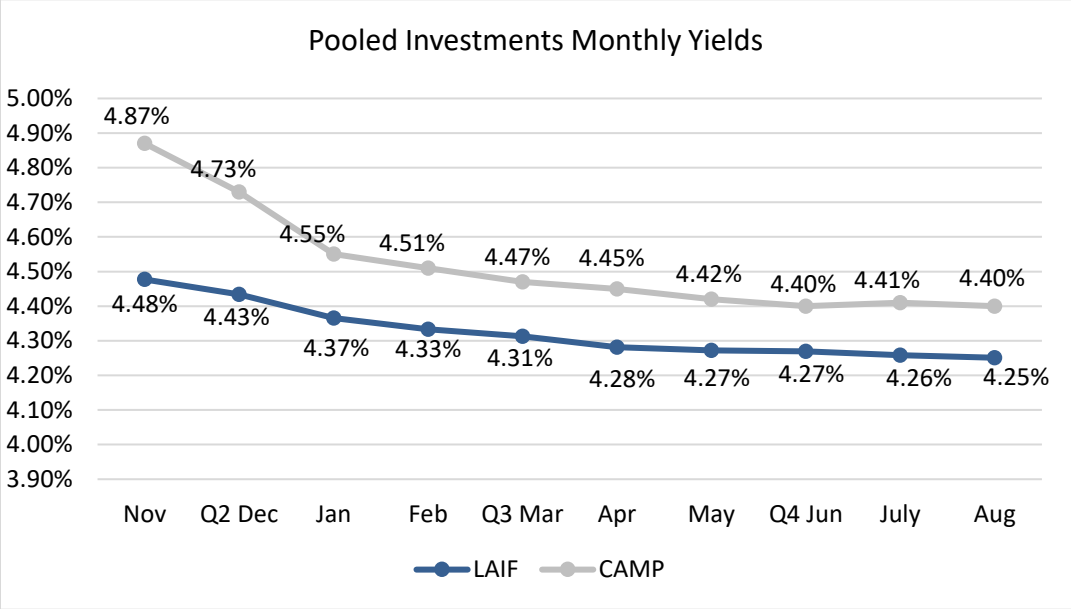
One core approach the Finance Division focuses on is providing liquidity to meet the City and Successor Agency's operational requirements. Thus, the City invests in two pooled funds, the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). These are intended for daily 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 August was $108,623,145, an increase of $2,000,000 due to transfer of funds from General to LAIF in the current month.

The Successor Agency's LAIF balance at the end of August was $3,942,545, no changes from the prior month.

The City's CAMP balance at the end of August was $53,344,235 compared to $53,145,462, in July. 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 August 31, 2025, the interest rates for LAIF and CAMP investments were 4.251 percent and 4.40 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of July were 4.258 percent and 4.41 percent. This time last year, LAIF and CAMP rates were at 4.579 percent and 5.41, respectively.



The chart above shows the LAIF and CAMP average monthly yields from November 2024 through August 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 August 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 August 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, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Rpt. Monthly Investment Reports August 2025

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 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
06-24-22	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
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	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
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
08-29-25	02-25-30	CITY	3133ETUN5 Federal Farm Credit	4.45	5,000,000.00	5,000,000.00	5,000,000.00
08-28-25	02-25-30	CITY	3133ETUM7 Federal Farm Credit	4.53	5,000,000.00	5,000,000.00	5,000,000.00
			TOTAL GOVERNMENT AGENCY PAPER		$ 86,150,000.00	$ 84,599,744.88	$ 84,995,497.85

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 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
08-27-25	07-26-29	CITY	06406RBK2 Bank of Melon Corp	4.09	1,000,000.00	1,021,952.92	1,021,952.92
08-27-25	08-09-29	CITY	89236TMK8 Toyota Motor Crdt Corp	4.03	500,000.00	510,587.75	510,587.75
08-27-25	05-13-30	CITY	91324PDX7 United Health Group Inc	4.15	1,000,000.00	914,211.92	914,211.92
			TOTAL CORPORATE BONDS		$11,656,000	$11,485,371	$ 11,562,343.90
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY	98-19-620	0.78	54,629,095.75	54,629,095.75	54,629,095.75
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		$ 105,378,987.62	$ 105,378,987.62	$ 108,623,145.46
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY	6080-01	0.30	53,344,234.61	53,344,234.61	53,344,234.61
			TOTAL CAMP ACCOUNTS		$ 53,344,234.61	$ 53,344,234.61	$ 53,344,234.61
UBS FINANCIAL SERVICES							
n/a	n/a	CITY		0.00	368,347.77	368,347.77	368,347.77
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 368,347.77	$ 368,347.77	$ 368,347.77
			TOTAL CITY INVESTMENTS		$ 314,522,570.00	$ 313,075,999.98	$ 316,330,155.56

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 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			121.40
05-10-95	n/a	IMPROVEMENT	95421222	0.10			176,430.68
			TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1				$ 176,552.08
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			14.00
04-06-95	n/a	IMPV-ACQUI	95420884	0.01			2,936,696.45
04-06-95	n/a	BOND	95420887	0.15			0.15
			TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1				$ 2,936,710.60
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			1,139,341.33
08-01-19	n/a	RESERVE	242969003	0.00			722,947.91
08-01-19	n/a	SP TAX - REFNDING BOND	242969004	0.01			15,151.73
			TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1				$ 1,877,440.97
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			722,460.66
	n/a	RESERVE FUND	251009001	0.01			639,057.15
			TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021				$ 1,361,517.81

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 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			103,833.20
11-08-06	n/a	ADM EXP	106844002	0.01			1,815.49
11-08-06	n/a	RESERVE FUND	106844003	0.01			87,712.19
		TOTAL 2006-1 GODDE HILL ESTATE SEWER IMPROVEMENTS LOIB					$ 193,360.88
2015 HA DEBT SERVICE RESERVE							
Fiscal Agent: Bank of America							
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08			40,923.75
		TOTAL 2015 HA DEBT SERVICE RESERVE					$ 40,923.75
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND							
05-23-18	n/a	CITY	104790895775 Public Agency Retirement Service	2.60			11,864,664.80
		TOTAL PARS PENSION TRUST FUND					$ 11,864,664.80
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			76,236.40
09-03-15	n/a	INTEREST ACCT	277067001	0.01			6.95
09-03-15	n/a	BOND RESERVE	277067003	0.00			281,018.53
09-03-15	n/a	REPAIR & REPLACE FUND	277067004	0.00			1,405,950.16
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS					$ 1,763,212.04

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 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				505,002.48
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				4,800,340.85
		TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND					$ 5,305,367.16
		GRAND TOTAL - FISCAL AGENT CASH					$ 25,519,751.41

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$ 11,955,587
Pooled Cash Investments			
City:	$	314,299,983	
Insur Fund:	$	2,030,173	$ 316,330,156
Library Investments			$ 13,928
Subtotal			$ 328,299,671
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$ 25,519,751
Grand total			$ 353,819,422

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 August, 2025

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 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				$ 52,629,095.75
08-21-25		$ (5,000,000.00)		
08-07-25	$ 7,000,000.00			
Subtotal	$ 7,000,000.00	$ (5,000,000.00)	$ -	$ 54,629,095.75
LAIF - PFA ACCOUNT 40-19-078				
Beginning Balance				$ 39,744,157.84
Subtotal	$ -	$ -	$ -	$ 39,744,157.84
LAIF - LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 13,927.62
Subtotal	$ -	$ -	$ -	$ 13,927.62
LAIF - ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 14,249,891.87
Subtotal	$ -	$ -	$ -	$ 14,249,891.87
CAMP				
Beginning Balance				$ 53,145,462.51
08-31-25			$ 198,772.10	
Subtotal	$ -	$ -	$ 198,772.10	$ 53,344,234.61
UBS Financial Services				
Beginning Balance				$ 80.69
08-31-25		$ (157,219.82)	$ 146,477.65	
	$ 2,815,000.00	$ (2,435,990.75)		
Subtotal	$ 2,815,000.00	$ (2,593,210.57)	$ 146,477.65	$ 368,347.77
Total	$ 9,815,000.00	$ (7,593,210.57)	$ 345,249.75	$ 162,349,655.46

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 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)
								-
3133EPLE3 Federal Farm Credit	06-05-23	08-22-25	FP	$ 2,815,000.00	$ 29,943.78	$ 2,844,943.78	2,809,538.90	5,461.10
3133EL3P7 Federal Farm Credit	06-29-22	08-12-25	FP	$ 1,810,000.00	$ 4,796.50	$ 1,814,796.50	1,801,730.69	8,269.31
3133ETFB8 Federal Farm Credit Bank	06-13-25	08-25-25	FP	$ 5,000,000.00	$ 66,351.39	$ 5,066,351.39	4,994,266.50	5,733.50
3133ETGK7 Federal Farm Credit Bank	06-27-25	08-27-25	FP	$ 5,000,000.00	$ 77,187.50	$ 5,077,187.50	4,994,822.90	5,177.10
				$ 14,625,000.00	$ 178,279.17	$ 14,803,279.17	$ 14,600,358.99	$ 24,641.01

Total Number of Transactions:

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
AUGUST 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
06406RBK2 Bank of Melon Corp	08-27-25	CN	07-26-29	$ 1,000,000.00	(21,952.92)	$ 1,021,952.92	$ 3,957.67	1,025,910.59	4.09
89236TMK8 Toyota Motor Crdt Corp	08-27-25	CN	08-09-29	$ 500,000.00	(10,587.75)	$ 510,587.75	$ 1,137.50	511,725.25	4.03
91324PDX7 United Health Group Inc	08-27-25	CN	05-13-30	$ 1,000,000.00	85,788.08	$ 914,211.92	$ 5,666.67	919,878.59	4.15
3133ETUN5 Federal Farm Credit	08-29-25	FP	02-25-30	$ 5,000,000.00	-	$ 5,000,000.00	$ 2,472.22	5,002,472.22	4.45
3133ETUM7 Federal Farm Credit	08-28-25	FP	02-25-30	$ 5,000,000.00	-	$ 5,000,000.00	$ 1,887.50	5,001,887.50	4.53
					-			-	
				$ 12,500,000.00	$ 53,247.41	$ 12,446,752.59	$ 15,121.56	$ 12,461,874.15	

Total Number of Transactions:

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
August 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	543,768.54	
08-20-02	n/a	Interest Acct	94460701	0.04	42,124.83	
08-20-02	n/a	Principal Acct	94460702	0.04	376.60	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 586,269.97
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	5,545,706.29	
04-26-16	n/a	Interest Acc	245113001	N/A	0.00	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 5,545,706.29
GRAND TOTAL - FISCAL AGENT CASH						

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	6,200,425
Pooled Cash Investments	$	3,942,546
Successor Agency Fiscal Agent Cash	$	-
Grand total	$	10,142,971

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

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
August 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				3,942,545.58
Subtotal	$ -	$ -	$ -	$ 3,942,545.58

City Council Staff Report

DATE: **OCTOBER 7, 2025**

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

FROM: **OPERATIONS DEPARTMENT**
HUMAN RESOURCES DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-072, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING A REVISED PUBLICLY AVAILABLE PAY SCHEDULE TO ENSURE COMPLIANCE WITH THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) PENSIONABLE COMPENSATION REQUIREMENTS FOR GENERAL POSITIONS**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2025-072, a Resolution of the City Council of the City of Palmdale adopting a revised Publicly Available Pay Schedule to ensure compliance with the Public Employees' Retirement System (CalPERS) pensionable compensation requirements for general positions; and,

2. Authorize the Interim City Manager, or designee, to take all necessary actions to implement the terms of this Resolution.

BACKGROUND

In accordance with the Public Employees' Retirement Law and the California Code of Regulations, Title 2, Section 570.5, the City of Palmdale is required to maintain a publicly available pay schedule that meets CalPERS standards for transparency and compliance. This regulation, reinforced through CalPERS Circular Letters 200-056-11, 200-050-12, and 200-003-20, requires that all classifications and corresponding pay rates be formally adopted by the governing body in an open meeting, include position titles, pay ranges, time bases, and effective dates, and be made accessible to the public for no less than five years. Only compensation appearing on such a schedule may be reported to CalPERS for retirement purposes.

DISCUSSION

To remain compliant with these requirements and ensure that employee compensation is accurately documented and reported, the City periodically revises its pay schedule. The proposed action before the Council reflects these necessary updates.

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.

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, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Atch Circular 200-003-20
Reso. No. CC 2025-072
Exh A General Classification and Pay Plan
Exh B General Positions Salary Schedule

California Public Employees' Retirement System
P.O. Box 942715 | Sacramento, CA 94229-2715
888 CalPERS (or **888**-225-7377) | TTY: (877) 249-7442
www.calpers.ca.gov

Payroll

Circular Letter

January 8, 2020
Circular Letter: 200-003-20
Distribution: IV, VI, X, XII, XVI

To: **All CalPERS Contracted Agencies (Public Agency, Schools, and State)**
Subject: **Statutory and Regulatory Requirements for Publicly Available Pay Schedules**

Purpose

The purpose of this Circular Letter is to inform all CalPERS Contracted Agencies of the requirements for providing CalPERS with a Publicly Available Pay Schedule in compliance with the Public Employees' Retirement Law (PERL), Public Employees' Pension Reform Act of 2013 (PEPRA), and Title 2 of the California Code of Regulations (CCR).

Purpose of Publicly Available Pay Schedules

Under the PERL and PEPRA, compensation earnable and pensionable compensation are determined in accordance with amounts identified on publicly available pay schedules.

Compensation Earnable

Under Government (Gov.) Code sections 20636 and 20636.1, compensation earnable means the pay rate and special compensation of the member, as further defined by those statutes.

Pay rate for contracting agency and school members is deemed the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules. Pay rate for contracting agency and school members who are not in a group or class is deemed the monthly rate of pay or base pay of the member, paid in cash and pursuant to publicly available pay schedules, for services rendered on a full-time basis during normal working hours, subject to specified limitations.

Pay rate for state members is deemed the average monthly remuneration paid in cash out of funds paid by the employer to similarly situated members of the same group or class of employment, in payment for the member's services or for time during which the member is excused from work, as further specified by subdivision (g) of Gov. Code 20636, pursuant to publicly available pay schedules.

Pensionable Compensation

Pursuant to Gov. Code section 7522.34, pensionable compensation of a new member of any public retirement system means the normal monthly rate of pay or base pay of the member paid in cash to similarly situated members of the same group or class of employment for services rendered on a full-time basis during normal working hours, pursuant to publicly available pay schedules, subject to specified limitations.

Requirements of Publicly Available Pay Schedules

Subdivision (a) of CCR section 570.5 defines the requirements for a publicly available pay schedule used to determine pay rates.

Pay rates shall be limited to the amount listed on a pay schedule that must meet all the following eight (8) requirements:

1. Be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws
2. Identify the position title for every employee position
3. Show the pay rate as a single amount or multiple amounts within a range for each identified position
4. Indicate the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually
5. Be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's website
6. Indicate an effective date and date of any revisions
7. Is retained by the employer and available for public inspection for not less than five years
8. Does not reference another document in lieu of disclosing the pay rate

Here is an example of a compliant pay schedule, to the extent it has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws, it is posted on the employer's website, and it is retained by the employer and available for public inspection for not less than five years:

City of CalPERS Salary Schedule for Fiscal Year 17-18 Effective as of 07/01/2017						
Classification	**Rate Type**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
City Manager	Monthly	$10,500	$11,000	$11,500	$12,000	$12,500
City Counsel	Monthly	$10,000	$10,500	$11,000	$11,500	$12,000
City Clerk	Monthly	$5,500	$6,000	$6,500	$7,000	$7,500
Call Center Representative	Monthly	$5,000	$5,500	$6,000	$6,500	$7,000
Analyst	Monthly	$5,000	$5,500	$6,000	$6,500	$7,000
Assistant	Monthly	$4,500	$5,000	$5,500	$6,000	$6,500
Revised as of 09/01/2017 and adopted by the Board as of 09/15/2017						

Special Compensation

Pursuant to CCR section 571 for classic members, and CCR section 571.1 for new members under PEPRA, special compensation items are defined under an exclusive list. Each special compensation item shall be reported separately from pay rate, in accordance with the criteria described in those regulations. Therefore, a publicly available pay schedule in which the special compensation items are reflected in the pay rates does not comply with CCR section 570.5.

Absence of Publicly Available Pay Schedule

If an employer fails to meet the requirements of subdivision (a) of CCR section 570.5, under subdivision (b), the board may determine in its sole discretion an amount that will be considered as pay rate, taking into consideration all information it deems relevant including, but not limited to, the following:

- Documents approved by the employer's governing body in accordance with requirements of public meeting laws and maintained by the employer
- Last pay rate listed on a pay schedule that conforms to the requirements of subdivision (a) with the same employer for the position at issue
- Last pay rate for the member that is listed on a pay schedule that conforms with the requirements of subdivision (a) with the same employer for a different position
- Last pay rate for the member in a position that was held by the member and that is listed on a pay schedule that conforms to the requirements of subdivision (a) of a former CalPERS employer.

Importance of Publicly Available Pay Schedule

Publicly available pay schedules are required by CalPERS and are a critical component to verify all members' pay rates when calculating members' retirement benefits. Maintaining a compliant publicly available pay schedule will support transparency and expedite CalPERS' review process.

Failure to provide CalPERS with a compliant publicly available pay schedule may result in a retirement benefit being delayed.

Questions

It is the employer's responsibility to comply with all terms and conditions set forth in the employer's contract with CalPERS and to ensure all reportable information is compliant with the PERL, PEPRA, and the CCR.

If you have any questions or concerns, contact the CalPERS Customer Contact Center at **888 CalPERS** (or **888**-225-7377), or email MOU_Review@calpers.ca.gov.

Renee Ostrander, Chief
Employer Account Management Division

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-072

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING A REVISED PUBLICLY AVAILABLE PAY SCHEDULE TO ENSURE COMPLIANCE WITH THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM (CALPERS) PENSIONABLE COMPENSATION REQUIREMENTS FOR GENERAL POSITIONS.

WHEREAS, the City of Palmdale (City) maintains a comprehensive salary and pay plan for all of its employees and is required to adopt by resolution or ordinance any and all revisions to its salary schedule in order to ensure accurate reporting to the California Public Employees' Retirement System (CalPERS) in compliance with the Public Employees' Retirement Law (PERL) and related regulations; and

WHEREAS, the City Council finds that the revised publicly available pay schedule is necessary and appropriate to maintain consistency with comparable public agencies and to ensure the proper administration of employee compensation;

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

SECTION 1. the City Council of the City of Palmdale hereby adopts the revised publicly available pay schedule, attached hereto as Exhibit A, and Exhibit B, and incorporated herein by reference.

SECTION 2. The City Manager, or designee, is hereby authorized to take all necessary actions to implement the terms of this Resolution.

SECTION 3. The publicly available pay schedule, as detailed in Exhibit A, and Exhibit B, are deemed to be effective on 06/30/2025, and revised on 09/02/2025.

SECTION 4. The City Clerk shall certify to the adoption of this resolution.

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PASSED, APPROVED and **ADOPTED** this 7th day of October, 2025.

Approved as to form:

_____
Laura Bettencourt, Mayor Pro Tem

ATTEST:

_____
Alexandra Severino, City Attorney

_____
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 7th day of October, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

Classification & Pay Plan Effective: 06/30/2025
Revision Date: 09/02/2025
Adopted: 10/07/2025, Resolution No. CC: 2025-072

CLASSIFICATION & PAY PLAN - GENERAL POSITIONS

TITLE	RANGE #	HOURLY RANGE
Intern	14	$18.21 - $20.54
Administrative Intern	18	$19.94 - $25.45
Office Assistant I	20	$21.99 - $28.06
Clerk I	20	$21.99 - $28.06
SAVES Assistant	22	$24.24 - $30.94
Clerk II	22	$24.24 - $30.94
Neighborhood Compliance Officer	24	$26.73 - $34.12
Senior Neighborhood Compliance Officer	26	$29.47 - $37.61
Technician I	26	$29.47 - $37.61
Administrative Assistant	27	$30.94 - $39.49
Coordinator I	30	$35.82 - $45.72

TITLE	RANGE #	MONTHLY RANGE
Office Assistant I	20	$3,812 - $4,864
Account Clerk I	22	$4,202 - $5,363
Office Assistant II	22	$4,202 - $5,363
SAVES Assistant	22	$4,202 - $5,363
Account Clerk II	24	$4,633 - $5,914
Neighborhood Compliance Officer	24	$4,633 - $5,914
Community Compliance Aide I	26	$5,108 - $6,519
Community Service Officer	26	$5,108 - $6,519
Senior Account Clerk	26	$5,108 - $6,519
Senior Neighborhood Compliance Officer	26	$5,108 - $6,519
Technician I	26	$5,108 - $6,519
Administrative Assistant	27	$5,363 - $6,845
Community Compliance Aide II	28	$5,630 - $7,190
Specialist	28	$5,630 - $7,190
Technician II	28	$5,630 - $7,190

Classification & Pay Plan Effective: 06/30/2025
Revision Date: 09/02/2025
Adopted: 10/07/2025, Resolution No. CC: 2025-072

TITLE	RANGE #	MONTHLY RANGE
Senior Administrative Assistant	29	$5,914- $7,545
Coordinator I	30	$6,209 - $7,925
Planning Aide	30	$6,209 - $7,925
Senior Technician	30	$6,209 - $7,925
Buyer	31	$6,519 - $8,322
City Council Legislative Aide	31	$6,519 - $8,322
Code Enforcement Officer I	31	$6,519 - $8,322
Executive Assistant	31	$6,519 - $8,322
Inspector I	31	$6,519 - $8,322
Assistant Planner	32	$6,845 - $8,736
Coordinator II	32	$6,845 - $8,736
Specialist Sr	32	$6,845 - $8,736
Supervising Technician	32	$6,845 - $8,736
Code Enforcement Officer II	33	$7,190 - $9,175
Inspector II	33	$7,190 - $9,175
Senior Buyer	33	$7,190 - $9,175
Supervisor I	33	$7,190 - $9,175
Analyst I	34	$7,545 - $9,634
Associate Planner	34	$7,545 - $9,634
Coordinator Sr	34	$7,545 - $9,634
Senior Engineering Technician	34	$7,545 - $9,634
Code Enforcement Officer Sr	35	$7,925 - $10,114
Inspector Sr	35	$7,925 - $10,114
Supervisor II	35	$7,925 - $10,114
Analyst II	36	$8,322 - $10,622
Supervising Coordinator	37	$8,736 - $11,142
Supervisor Sr	37	$8,736 - $11,142
Senior Planner	37	$8,736 - $11,142
Analyst Sr	38	$9,175 - $11,709
Safety Officer	38	$9,175 - $11,709
Superintendent	38	$9,175 - $11,709

Classification & Pay Plan Effective: 06/30/2025
Revision Date: 09/02/2025
Adopted: 10/07/2025, Resolution No. CC: 2025-072

TITLE	RANGE #	MONTHLY RANGE
Associate Engineer	39	$9,634 - $12,295
Project Manager	39	$9,634 - $12,295
Supervising Inspector	39	$9,634 - $12,295
Supervising Plan Reviewer	39	$9,634 - $12,295
Emergency Services Administrator	40	$10,114 - $12,910
Manager I	40	$10,114 - $12,910
Principal Planner	40	$10,114 - $12,910
Manager II	42	$11,142 - $14,232
Senior Civil Engineer	42	$11,142 - $14,232
City Clerk	43	$11,709 - $14,941
Building Official	44	$12,295 - $15,690
Traffic Engineer	44	$12,295 - $15,690
Manager Sr	44	$12,295 - $15,690
Deputy Director	46	$13,555 - $17,297
City Engineer	48	$14,941 - $19,072
Director	50	$16,474 - $21,029
Deputy City Manager	51	$17,297 - $22,079
Director of Public Works	51	$17,297 - $22,079
Assistant City Manager	55	$21,029 - $26,835
Interim City Manager	C1	$23,182 - $27,818
City Manager	C2	$26,500 - $31,800

City of Palmdale
Hourly Wage Range/Step Schedule - General Positions

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	18.21	19.00	19.94	20.54
15	16.61	18.21	19.00	19.94	20.95	21.99
16	18.21	19.00	19.94	20.95	21.99	23.10
17	19.00	19.94	20.95	21.99	23.10	24.24
18	19.94	20.95	21.99	23.10	24.24	25.45
19	20.95	21.99	23.10	24.24	25.45	26.73
20	21.99	23.10	24.24	25.45	26.73	28.06
21	23.10	24.24	25.45	26.73	28.06	29.47
22	24.24	25.45	26.73	28.06	29.47	30.94
23	25.45	26.73	28.06	29.47	30.94	32.48
24	26.73	28.06	29.47	30.94	32.48	34.12
25	28.06	29.47	30.94	32.48	34.12	35.82
26	29.47	30.94	32.48	34.12	35.82	37.61
27	30.94	32.48	34.12	35.82	37.61	39.49
28	32.48	34.12	35.82	37.61	39.49	41.48
29	34.12	35.82	37.61	39.49	41.48	43.53
30	35.82	37.61	39.49	41.48	43.53	45.72
31	37.61	39.49	41.48	43.53	45.72	48.01
32	39.49	41.48	43.53	45.72	48.01	50.40
33	41.48	43.53	45.72	48.01	50.40	52.93
34	43.53	45.72	48.01	50.40	52.93	55.58
35	45.72	48.01	50.40	52.93	55.58	58.35
36	48.01	50.40	52.93	55.58	58.35	61.28
37	50.40	52.93	55.58	58.35	61.28	64.28
38	52.93	55.58	58.35	61.28	64.28	67.55
39	55.58	58.35	61.28	64.28	67.55	70.93
40	58.35	61.28	64.28	67.55	70.93	74.48
41	61.28	64.28	67.55	70.93	74.48	78.20
42	64.28	67.55	70.93	74.48	78.20	82.11
43	67.55	70.93	74.48	78.20	82.11	86.20
44	70.93	74.48	78.20	82.11	86.20	90.52
45	74.48	78.20	82.11	86.20	90.52	95.04
46	78.20	82.11	86.20	90.52	95.04	99.79
47	82.11	86.20	90.52	95.04	99.79	104.78
48	86.20	90.52	95.04	99.79	104.78	110.03
49	90.52	95.04	99.79	104.78	110.03	115.52
50	95.04	99.79	104.78	110.03	115.52	121.32
51	99.79	104.78	110.03	115.52	121.32	127.38
52	104.78	110.03	115.52	121.32	127.38	133.74
53	110.03	115.53	121.32	127.38	133.74	140.42
54	115.53	121.32	127.38	133.74	140.42	147.45
55	121.32	127.38	133.74	140.42	147.45	154.82
C1	133.74	N/A	N/A	N/A	N/A	160.49
C2	152.89	N/A	N/A	N/A	N/A	183.46

City of Palmdale
Bi-weekly Wage Range/Step Schedule - General Positions

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	1,456.80	1,520.00	1,595.20	1,643.20
15	1,328.80	1,456.80	1,520.00	1,595.20	1,676.00	1,759.20
16	1,456.80	1,520.00	1,595.20	1,676.00	1,759.20	1,848.00
17	1,520.00	1,595.20	1,676.00	1,759.20	1,848.00	1,939.20
18	1,595.20	1,676.00	1,759.20	1,848.00	1,939.20	2,036.00
19	1,676.00	1,759.20	1,848.00	1,939.20	2,036.00	2,138.40
20	1,759.20	1,848.00	1,939.20	2,036.00	2,138.40	2,244.80
21	1,848.00	1,939.20	2,036.00	2,138.40	2,244.80	2,357.60
22	1,939.20	2,036.00	2,138.40	2,244.80	2,357.60	2,475.20
23	2,036.00	2,138.40	2,244.80	2,357.60	2,475.20	2,598.40
24	2,138.40	2,244.80	2,357.60	2,475.20	2,598.40	2,729.60
25	2,244.80	2,357.60	2,475.20	2,598.40	2,729.60	2,865.60
26	2,357.60	2,475.20	2,598.40	2,729.60	2,865.60	3,008.80
27	2,475.20	2,598.40	2,729.60	2,865.60	3,008.80	3,159.20
28	2,598.40	2,729.60	2,865.60	3,008.80	3,159.20	3,318.40
29	2,729.60	2,865.60	3,008.80	3,159.20	3,318.40	3,482.40
30	2,865.60	3,008.80	3,159.20	3,318.40	3,482.40	3,657.60
31	3,008.80	3,159.20	3,318.40	3,482.40	3,657.60	3,840.80
32	3,159.20	3,318.40	3,482.40	3,657.60	3,840.80	4,032.00
33	3,318.40	3,482.40	3,657.60	3,840.80	4,032.00	4,234.40
34	3,482.40	3,657.60	3,840.80	4,032.00	4,234.40	4,446.40
35	3,657.60	3,840.80	4,032.00	4,234.40	4,446.40	4,668.00
36	3,840.80	4,032.00	4,234.40	4,446.40	4,668.00	4,902.40
37	4,032.00	4,234.40	4,446.40	4,668.00	4,902.40	5,142.40
38	4,234.40	4,446.40	4,668.00	4,902.40	5,142.40	5,404.00
39	4,446.40	4,668.00	4,902.40	5,142.40	5,404.00	5,674.40
40	4,668.00	4,902.40	5,142.40	5,404.00	5,674.40	5,958.40
41	4,902.40	5,142.40	5,404.00	5,674.40	5,958.40	6,256.00
42	5,142.40	5,404.00	5,674.40	5,958.40	6,256.00	6,568.80
43	5,404.00	5,674.40	5,958.40	6,256.00	6,568.80	6,896.00
44	5,674.40	5,958.40	6,256.00	6,568.80	6,896.00	7,241.60
45	5,958.40	6,256.00	6,568.80	6,896.00	7,241.60	7,603.20
46	6,256.00	6,568.80	6,896.00	7,241.60	7,603.20	7,983.20
47	6,568.80	6,896.00	7,241.60	7,603.20	7,983.20	8,382.40
48	6,896.00	7,241.60	7,603.20	7,983.20	8,382.40	8,802.40
49	7,241.60	7,603.20	7,983.20	8,382.40	8,802.40	9,241.60
50	7,603.20	7,983.20	8,382.40	8,802.40	9,241.60	9,705.60
51	7,983.20	8,382.40	8,802.40	9,241.60	9,705.60	10,190.40
52	8,382.40	8,802.40	9,241.60	9,705.60	10,190.40	10,699.20
53	8,802.40	9,242.40	9,705.60	10,190.40	10,699.20	11,233.60
54	9,242.40	9,705.60	10,190.40	10,699.20	11,233.60	11,796.00
55	9,705.60	10,190.40	10,699.20	11,233.60	11,796.00	12,385.60
C2	10,699.20	N/A	N/A	N/A	N/A	12,839.04
C1	12,230.95	N/A	N/A	N/A	N/A	14,677.14

City of Palmdale
Monthly Wage Range/Step Schedule - General Positions

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	3,156	3,293	3,456	3,560
15	N/A	3,156	3,293	3,456	3,631	3,812
16	3,156	3,293	3,456	3,631	3,812	4,004
17	3,293	3,456	3,631	3,812	4,004	4,202
18	3,456	3,631	3,812	4,004	4,202	4,411
19	3,631	3,812	4,004	4,202	4,411	4,633
20	3,812	4,004	4,202	4,411	4,633	4,864
21	4,004	4,202	4,411	4,633	4,864	5,108
22	4,202	4,411	4,633	4,864	5,108	5,363
23	4,411	4,633	4,864	5,108	5,363	5,630
24	4,633	4,864	5,108	5,363	5,630	5,914
25	4,864	5,108	5,363	5,630	5,914	6,209
26	5,108	5,363	5,630	5,914	6,209	6,519
27	5,363	5,630	5,914	6,209	6,519	6,845
28	5,630	5,914	6,209	6,519	6,845	7,190
29	5,914	6,209	6,519	6,845	7,190	7,545
30	6,209	6,519	6,845	7,190	7,545	7,925
31	6,519	6,845	7,190	7,545	7,925	8,322
32	6,845	7,190	7,545	7,925	8,322	8,736
33	7,190	7,545	7,925	8,322	8,736	9,175
34	7,545	7,925	8,322	8,736	9,175	9,634
35	7,925	8,322	8,736	9,175	9,634	10,114
36	8,322	8,736	9,175	9,634	10,114	10,622
37	8,736	9,175	9,634	10,114	10,622	11,142
38	9,175	9,634	10,114	10,622	11,142	11,709
39	9,634	10,114	10,622	11,142	11,709	12,295
40	10,114	10,622	11,142	11,709	12,295	12,910
41	10,622	11,142	11,709	12,295	12,910	13,555
42	11,142	11,709	12,295	12,910	13,555	14,232
43	11,709	12,295	12,910	13,555	14,232	14,941
44	12,295	12,910	13,555	14,232	14,941	15,690
45	12,910	13,555	14,232	14,941	15,690	16,474
46	13,555	14,232	14,941	15,690	16,474	17,297
47	14,232	14,941	15,690	16,474	17,297	18,162
48	14,941	15,690	16,474	17,297	18,162	19,072
49	15,690	16,474	17,297	18,162	19,072	20,023
50	16,474	17,297	18,162	19,072	20,023	21,029
51	17,297	18,162	19,072	20,023	21,029	22,079
52	18,162	19,072	20,023	21,029	22,079	23,182
53	19,072	20,025	21,029	22,079	23,182	24,339
54	20,025	21,029	22,079	23,182	24,339	25,558
55	21,029	22,079	23,182	24,339	25,558	26,835
C2	23,182	N/A	N/A	N/A	N/A	27,818
C1	26,500	N/A	N/A	N/A	N/A	31,800

City of Palmdale
Yearly Wage Range/Step Schedule - General Positions

Range	Step A	Step B	Step C	Step D	Step E	Step F
14	N/A	N/A	37,877	39,520	41,475	42,723
15	N/A	37,877	39,520	41,475	43,576	45,739
16	37,877	39,520	41,475	43,576	45,739	48,048
17	39,520	41,475	43,576	45,739	48,048	50,419
18	41,475	43,576	45,739	48,048	50,419	52,936
19	43,576	45,739	48,048	50,419	52,936	55,598
20	45,739	48,048	50,419	52,936	55,598	58,365
21	48,048	50,419	52,936	55,598	58,365	61,298
22	50,419	52,936	55,598	58,365	61,298	64,355
23	52,936	55,598	58,365	61,298	64,355	67,558
24	55,598	58,365	61,298	64,355	67,558	70,970
25	58,365	61,298	64,355	67,558	70,970	74,506
26	61,298	64,355	67,558	70,970	74,506	78,229
27	64,355	67,558	70,970	74,506	78,229	82,139
28	67,558	70,970	74,506	78,229	82,139	86,278
29	70,970	74,506	78,229	82,139	86,278	90,542
30	74,506	78,229	82,139	86,278	90,542	95,098
31	78,229	82,139	86,278	90,542	95,098	99,861
32	82,139	86,278	90,542	95,098	99,861	104,832
33	86,278	90,542	95,098	99,861	104,832	110,094
34	90,542	95,098	99,861	104,832	110,094	115,606
35	95,098	99,861	104,832	110,094	115,606	121,368
36	99,861	104,832	110,094	115,606	121,368	127,462
37	104,832	110,094	115,606	121,368	127,462	133,702
38	110,094	115,606	121,368	127,462	133,702	140,504
39	115,606	121,368	127,462	133,702	140,504	147,534
40	121,368	127,462	133,702	140,504	147,534	154,918
41	127,462	133,702	140,504	147,534	154,918	162,656
42	133,702	140,504	147,534	154,918	162,656	170,789
43	140,504	147,534	154,918	162,656	170,789	179,296
44	147,534	154,918	162,656	170,789	179,296	188,282
45	154,918	162,656	170,789	179,296	188,282	197,683
46	162,656	170,789	179,296	188,282	197,683	207,563
47	170,789	179,296	188,282	197,683	207,563	217,942
48	179,296	188,282	197,683	207,563	217,942	228,862
49	188,282	197,683	207,563	217,942	228,862	240,282
50	197,683	207,563	217,942	228,862	240,282	252,346
51	207,563	217,942	228,862	240,282	252,346	264,950
52	217,942	228,862	240,282	252,346	264,950	278,179
53	228,862	240,302	252,346	264,950	278,179	292,074
54	240,302	252,346	264,950	278,179	292,074	306,696
55	252,346	264,950	278,179	292,074	306,696	322,026
C2	278,179	N/A	N/A	N/A	N/A	333,815
C1	318,005	N/A	N/A	N/A	N/A	381,606

City Council Staff Report

DATE: **OCTOBER 7, 2025**

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

FROM: **DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALMDALE AND ANTELOPE VALLEY ECONOMIC DEVELOPMENT AND GROWTH ENTERPRISE (AV EDGE), FOR A TOTAL NOT TO EXCEED AMOUNT OF $300,000 FOR A TERM OF ONE (1) YEAR**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve MOU Agreement No. A-9487, between the City of Palmdale and AV EDGE for a total not to exceed amount of $300,000 for a term of one (1) year; and,

2. Authorize the Interim City Manager or his designee to execute Agreement No. A-9487 with AV EDGE, including minimal and/or non-substantial changes.

BACKGROUND

AV EDGE was formed when the Antelope Valley Board of Trade (AVBOT) and the Greater Antelope Valley Economic Alliance (GAVEA) merged in 2019. Since its inception, the organization has been a key strategic partner in advancing economic development initiatives for the Palmdale community and the surrounding Antelope Valley region.

In August 2022, the City entered into its first MOU with AV EDGE to assist Palmdale's small businesses, workers, and other key travel and hospitality sectors in recovering from the negative economic effects caused by the global pandemic. AV EDGE helped connect local businesses to vital resources to maintain their storefronts and manage their assets.

The proposed MOU would strengthen the City’s ongoing partnership with AV EDGE by establishing a formal framework for collaboration. It allows AV EDGE to support and enhance the City’s economic development efforts, improving coordination and service delivery to advance shared regional economic development goals.

DISCUSSION

Since 2005, the City has maintained an annual membership with AV EDGE (formerly GAVEA), supporting regional economic development efforts. Recent renewals have included benefits such as:

- Recognition in AV EDGE marketing materials and website;
- Speaking opportunity at the annual Business Outlook Conference;
- One voting seat on the nine-member Executive Committee; and,
- Collaboration on key reports like the *Annual Economic Roundtable Report* and *Bi-Annual Labor Market Study.*

These tools support site selection, business attraction, and workforce development in Palmdale. The proposed new MOU (Agreement No. A-9487) builds on this foundation. It expands deliverables to include:

- Business recruitment and site promotion;
- Participation in regional forums and broker site visits;
- Support for startups, small businesses, and workforce initiatives; and,
- Continued delivery of the Labor Market Study and Economic Roundtable Report.

To ensure accountability, AV EDGE will provide quarterly reports measuring progress on core deliverables related to Business Retention, Attraction, and Expansion.

Key focus areas of the MOU include:

- Lead Generation;
- Inventory of commercial, industrial, and vacant properties;
- Attendance at key forums and conferences;
- Coordination of a Business Attraction Task Force (BATF);
- Support for Startups; and,
- Workforce Development and Facility Support.

FISCAL IMPACT

$300,000; Funds are budgeted and available in FY 2025-26. As a result of this agreement, the City will benefit from sales tax revenues, property tax revenues, and job creation derived from the retention of existing businesses, expansion to additional locations, and attraction of outside firms to develop sites in Palmdale.

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:	Megan Taggart, Director of Economic and Community Development
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Agrmt. No. A-9487, MOU with AV EDGE

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING NO. A-9487
A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PALMDALE AND AV EDGE

This MEMORANDUM OF UNDERSTANDING (MOU) represents that the CONSULTANT has the required expertise and is qualified to perform the services and/or provide the product as described. THE CITY OF PALMDALE AND AV EDGE desire to memorialize the terms and conditions agreed upon.

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

1. DESCRIPTION OF WORK:

1.1 Lead Generation

AV EDGE shall conduct ongoing outreach to businesses, brokers, and developers outside of the Antelope Valley to encourage and recruit expansion and investment into the Antelope Valley. AV EDGE will provide all leads generated to MOU Partner cities within one week, along with any pertinent information, including contact information. In the quarterly report, AV EDGE will provide a list of all referrals, including to whom they were sent to and when.

1.2 Commercial, Industrial, Vacancy Listings

AV EDGE shall maintain and update a comprehensive inventory of available commercial and industrial properties within the region. AV EDGE shall maintain its current website listing system for commercial and industrial properties in the region. AV EDGE shall arrange a demonstration with the website contractor and the MOU Partners to explore additional features and reporting available through the system. If data or features requested are not available, AV EDGE will research the additional costs and/or outsourcing of services, report out to the MOU Partners, and discuss additional funding sources as necessary. MOU Partners will provide detailed information regarding the requested data needs and expanded website features.

1.3 Economic Development Forums

AV EDGE shall coordinate and host a minimum of two (2) regional economic development forums annually. At least one of the forums must be held within the jurisdiction of the City of Palmdale and one in the City of Lancaster. The forums must cover MOU Partners development highlights, site opportunities, and allow for networking, while attracting both local stakeholders and individuals from outside the Antelope Valley, including but not limited to Los Angeles County, Inland Empire, and broader Southern California markets. Complimentary tickets shall be provided to City Council and City management, who shall also be given the option to present at the forum as part of the event program. AV EDGE deliverables include a detailed marketing and outreach plan, a list of all attendees, and a post-forum summary report

outlining the key takeaways and recommended follow-up actions.

MOU Partners will be actively engaged in the in the planning process for the forums and provide feedback and direction in a timely manner and in coordination with regional stakeholders.

1.4 Broker Site Visits

AV EDGE shall develop and implement a broker outreach strategy to the Inland Empire, Orange County, and the Los Angeles area aimed at raising awareness and participation in Antelope Valley development and commercial and industrial real estate.

AV EDGE will convene a meeting with local brokers and developers to create an outreach strategy to bring brokers and real estate professionals to the Antelope Valley from the Los Angeles, Orange County, and Inland Empire regions for an event in a manner consistent with current industry practices. Following any event, AV EDGE will include a list of attendees, contact lists, a summary of the event, and any resulting follow-up activity.

MOU Partners will participate in the planning process, meetings, share broker contact lists and assist in bringing brokers and developers to the initial meeting and subsequent events.

1.5 Annual Economic Roundtable Report

AV EDGE shall deliver an annual report that highlights regional economic trends, investment activity, and development highlights relevant to the MOU Partners. The report shall include an analysis of job creation, capital investment/growth, along with economic development insights for the upcoming year. All content related to the MOU Partners must be subject to review and approval by the MOU Partners prior to publication in order to ensure accuracy and consistent messaging. AV EDGE shall provide content in advance with a reasonable amount of time for MOU Partners to review and provide comments and direction.

AV EDGE shall provide a schedule of comment and print deadlines to assist all MOU Partners with expectations and time management.

MOU Partners will respond with edits, comments, and direction in the timeframes agreed upon within the schedule.

1.6 Broker Newsletter

AV EDGE shall develop and distribute a broker-focused newsletter twice per year that highlights the MOU Partner’s available sites, development incentives, success stories, and economic trends. Distribution should focus on recipients outside of the greater Antelope Valley. Deliverables include email analytics, a breakdown of recipients by region, and a summary of leads or inquiries generated.

1.7 Business Attraction Task Force

AV EDGE shall coordinate a Business Attraction Task Force (BATF) that convenes at least on a quarterly basis, to identify strategies aimed at recruiting businesses to Antelope Valley. The Task Force must include at least one representative from each MOU Partner, in addition to representatives from AV EDGE, local real estate agencies, and relevant local business stakeholders operating within the greater Antelope Valley. Emphasis should be placed on industries and firms operating outside of the greater Antelope Valley, especially in high-growth sectors. The MOU Partners shall work with AV EDGE to identify priority clusters, develop marketing strategies within AV EDGE's budget, and pursue viable leads. Deliverables shall include quarterly reports with outreach plans, sector targets, and a detailed summary of efforts. The focus of the marketing strategy shall be to individual businesses, not brokers or developers.

AV EDGE shall convene the BATF to discuss and develop a marketing plan to attract small and large employers to the region. This shall be done in collaboration with regional and industry partners, including the MOU Partners, industry and real estate leaders and labor representatives, and any other groups as deemed necessary by the BATF. Upon agreement on a marketing strategy and budget, AV EDGE shall utilize its marketing budget to implement its portion of the plan. Any leads generated shall be shared with the MOU Partners in a timely manner.

MOU Partners shall be actively engaged with the BATF to develop all plans and implementation strategies. MOU Partners shall also engage with AV EDGE to assist leads with regional introductions to workforce development and industry partners.

1.8 Participation in Industrial and Real Estate Conferences

AV EDGE shall represent the region at a minimum of four (4) industrial or commercial real estate conferences per year. At least two of the conferences shall be at a regional or national level to allow for promotion of the MOU Partners outside of the greater Antelope Valley. Participation shall include showcasing marketing materials, and identifying new leads, potential developers, and/or business partners. All conference participation shall be developed in collaboration with the MOU Partners. Deliverables shall include post-event reports summarizing the presence and exposure of the MOU Partners, contacts made, materials distributed, and any required follow-up actions.

AV EDGE shall compile a list of industrial and commercial real estate conferences held annually. Conference attendance, participation, and sponsorship shall be coordinated between AV EDGE and the MOU Partners to jointly determine the four events per year and the level of participation. AV EDGE shall equally share among MOU Partners any benefits associated with attendance or sponsorship.

MOU partners shall participate in AV EDGE Board discussions to mutually agree upon levels of participation. MOU Partners shall provide direction and input on any

regional marketing materials and provide written approval for mutually agreed upon marketing materials.

1.9 Recognition in AV EDGE Marketing and Publications

AV EDGE will feature the MOU Partners prominently and equally in all AV EDGE marketing collateral, including but not limited to websites, newsletters, brochures, and presentations. Deliverables shall include quarterly documentation highlighting how and where the MOU Partners have been promoted. AV EDGE shall include all MOU Partners equally and with a collaborative agreement on all materials. MOU Partners shall provide timely input and direction to AV EDGE when AV EDGE is developing any marketing materials and publications.

1.10 Executive Committee and Board of Directors Representation

MOU Partners hold one designated voting seat on both the AV EDGE Executive Committee and Board of Directors.

MOU Partners shall designate one staff member to be listed as Director and Executive Committee member and serve as the main point of contact. At any Board or Committee meeting, any MOU Partner staff member may represent and vote on behalf of the designee.

1.11 Labor Market Study

AV EDGE shall provide a comprehensive Labor Market Study specific to the Antelope Valley at a minimum, every two years, with supplemental information summarizing labor trends in the region including city breakdowns and recommendations on industry-specific gaps and relevant workforce training and education.

AV EDGE, in collaboration with the MOU Partners, shall create a review and publication schedule and shall provide content to MOU Partners in accordance with the agreed upon schedule.

1.12 City Meeting Participation

AV EDGE representatives shall attend City Council, Planning Commission, or other similar public meetings at a minimum of once per quarter, to identify regional opportunities, advocate for projects with regional economic benefit, and provide feedback on items related to economic or workforce development. AV EDGE shall attend and participate in internal governance meetings pertaining to the items in this MOU when invited by the MOU Partner. Deliverables shall include meeting reports with identified opportunities, recommended action items, and documentation of stakeholder interactions. In addition, AV EDGE shall present at least once annually to the MOU Partner City Council, providing an update on deliverables, outcomes, and activities supporting the MOU Partner.

AV EDGE shall make its best efforts to attend any meeting requested by an MOU

Partner. AV EDGE shall coordinate with MOU Partners on which meetings are relevant and productive. AV EDGE shall present an annual progress update to MOU Partners upon request. AV EDGE shall provide public comments, when appropriate, to the MOU Partner Planning Commission and City Council on projects or events on a quarterly basis.

MOU Partners shall keep AV EDGE informed on key project updates and events. MOU Partners shall coordinate with AV EDGE to schedule one annual presentation to their respective City Council and provide reasonable advance notice of any meetings and topics to be discussed that AV EDGE is participating in under this MOU.

1.13 Industry Deep Dives

AV EDGE shall conduct two industry deep dive roundtables annually, each centered on topics identified in partnership with the MOU Partners. All efforts shall be employer-focused and include roundtables and related activities designed to gather input on business needs, challenges, and opportunities. Deliverables shall include a summary of employer feedback, key themes, and recommended next steps.

MOU Partners shall work collaboratively with AV EDGE to assist in the recruitment of participants.

1.14 Regional Film Industry Engagement and Collaboration

AV EDGE shall support MOU Partners' Film Strategic Plans by identifying and cultivating relationships with key players in the film and production industry, which will be collaboratively coordinated with MOU Partners. AV EDGE shall take the lead in organizing at least one annual film industry roundtable discussion to convene location managers, studio representatives, service providers, labor representatives, and policy stakeholders to discuss specific topics developed collaboratively by AV EDGE and MOU Partners. Deliverables shall include a stakeholder contact list, a summary of key outcomes from the roundtable discussion, and a follow-up action plan aligned with the MOU Partners film priorities.

1.15 Support for Startups

AV EDGE shall coordinate efforts with MOU Partners to support and bring awareness to programs offered by organizations, including but not limited to the Small Business Development Center and America’s Job Center of California. AV EDGE shall provide links on their website and develop flyers and information compiling these and similar programs for tech and small business start-ups. AV EDGE shall review information on an annual basis to ensure they are up to date. MOU Partners shall engage with AV EDGE to provide referrals and feedback on these materials.

1.16 Workforce Development and Facility Support

AV EDGE shall assist in regional efforts to expand the availability of Workforce

Development programs and facilities in coordination with MOU Partners, educational institutions, employers, and labor organizations, and facilitate discussions between stakeholders to explore funding sources that address capital costs, equipment needs, and public-private partnerships.

AV EDGE shall collaborate with local colleges, school districts, and other educational institutions to strengthen training programs that serve the region's aerospace, manufacturing, construction trades, and logistics industries. AV EDGE shall help identify program gaps, gather employer input, and support efforts to expand training capacity. Deliverables shall include a summary of activities, employer feedback, and recommendations to align programs with local workforce needs. Deliverables shall also include summaries of key discussions, space and facility requirements based on feedback.

AV EDGE shall advocate for these and similar projects in conjunction with MOU Partners through the Education/Workforce Development committee or other similar committee in coordination with MOU Partners, labor organizations, and the associated college or school district. AV EDGE shall work with all stakeholders as requested to assist in research and support.

MOU Partners shall actively engage in any committee established to carry out this task and assist in recruiting incoming employers into the committee.

1.17 Transportation Project Advocacy

AV EDGE shall support the MOU Partners' efforts to advance key transportation projects, including but not limited to safety expansions on State Route-14, the Center for Transportation Technology Excellence, High Desert Corridor, and High-Speed Rail. AV EDGE shall assist with advocacy for state and federal funding, help coordinate meetings with transportation agencies and elected officials, and facilitate communication among all project stakeholders. Deliverables shall include a summary of advocacy efforts, a list of meetings coordinated, and recommended next steps to keep projects moving forward.

MOU Partners shall participate in AV EDGE's Transportation and Infrastructure Committee to keep in regular communication with AV EDGE on these topics as they move forward and invite AV EDGE to participate in relevant meetings. MOU Partners shall bring any new or changing transportation priorities to AV EDGE for formal support to the extent agreed upon by both parties.

2. MOU TERM

The term of the MOU is ONE(1)YEAR commencing on August 1, 2025, with the CITY reserving the option to extend the agreement for TWO (2) additional terms of ONE (1) year each.

3. TAXES

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

3.2 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.

4. 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.

5. COMPENSATION

5.1 For all 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 Three Hundred Thousand dollars ($300000.00), payable as follows:

CONSULTANT shall provide quarterly invoices in the amount of $75,000 along with supplemental invoice indicating progress on deliverables during the same quarter.

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.

5.2 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.

5.3 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.

5.4 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.

6. 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.

7. INSURANCE

7.1 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**.

7.1.1 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

7.1.2 Professional Liability (Errors & Omissions) Insurance*

- $1,000,000 limit on a per occurrence basis

7.1.3 Commercial General Liability

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

7.1.4 Commercial Automobile Liability

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

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

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

7.8 Acceptable Proof of Insurance:

7.8.1 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.

7.8.2 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.

7.8.3 *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.

7.9 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.

7.10 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.

8. 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.

9. TERMINATION FOR CAUSE

9.1 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.

9.2 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.

9.3 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.

9.4 If, after notice of termination of the Contract under the provisions of this Section 9, 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 8.

10. 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.

11. COMPLIANCE WITH LAW

11.1 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.

11.2 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.

12 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	AV EDGE
SIGNATURE AREA _____	SIGNATURE AREA _____
Salvador Mendez Interim City Manager	Suzy Ghazarossian President
CITY OF PALMDALE 38300 Sierra Highway, Suite A Palmdale, CA 93550	ADDRESS FOR NOTICE: AV EDGE 824 W. Lancaster Blvd. Lancaster, CA 93534
APPROVE AS TO FORM: SIGNATURE AREA _____ Alexandra Severino City Attorney	SIGNATURE AREA
ATTEST: SIGNATURE AREA _____ Roxanne Faber City Clerk	

City Council Staff Report

DATE: **OCTOBER 7, 2025**

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

FROM: **PARKS AND RECREATION DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-010, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE UPDATED EMERGENCY OPERATIONS PLAN (EOP)**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2025-010, a Resolution of the City Council of the City of Palmdale, approving the updated EOP.

BACKGROUND

The California Office of Emergency Services (Cal OES) mandates that cities adopt an EOP. Under state law, particularly the California Emergency Services Act (CESA), local governments must have an EOP to respond to emergencies effectively and comply with the California Standardized Emergency Management System (SEMS). On the federal level, the inclusion of the National Incident Management System (NIMS) is also required. This coordination aligns local response strategies with state and federal systems to ensure a coordinated approach to emergency management.

In addition, Chapter 2.28 (Civil Defense and Disasters) of the Palmdale Municipal Code (PMC) requires the City to maintain an emergency plan, which becomes effective upon adoption by City Council resolution. An update to the City's EOP is needed to reflect current changes in risks, regulations, and best practices in emergency management.

DISCUSSION

An EOP provides a comprehensive framework for managing catastrophic incidents and natural disasters. The City's EOP is a flexible, multi-hazard document designed to guide our response and short-term recovery efforts. In the event of an incident, City officials will activate the Emergency Operations Center (EOC) and carry out critical roles and responsibilities outlined in this Plan.

The recommended EOP update ensures compliance with federal and state requirements and aligns with the PMC and the City's current Local Hazard Mitigation Plan (LHMP).

Adopting the EOP positions Palmdale to respond effectively to emergencies and demonstrates the City's commitment to minimizing the risks and impacts of local disasters. The Plan has been thoroughly reviewed by a Cal OES representative and a municipal emergency planning expert, confirming that it meets all Cal OES requirements and is fully compliant with both the California SEMS and the NIMS.

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.

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

ATTACHMENTS

Reso. No. CC 2025-010
Exh A Emergency Operations Plan

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADOPTING THE UPDATED PALMDALE EMERGENCY OPERATIONS PLAN

WHEREAS, *the preservation of life and property is an inherent responsibility of local, state and federal government; and*

WHEREAS, *the California Office of Emergency Services, mandates local governments to adopt an Emergency Operations Plan; and*

WHEREAS, *the California Emergency Services Act, requires Emergency Operations Plans to comply with the California Standardized Emergency Management System; and*

WHEREAS, *the United States, Department of Homeland Security, requires Emergency Operations Plans to comply with National Incident Management System; and*

WHEREAS, *the City of Palmdale's Emergency Operations Plan meets governing legislative criteria and current standards; and*

WHEREAS, *the proposed Emergency Operation Plan is a flexible, multi-hazard document that addresses the City's planned response and short-term recovery from extraordinary local emergencies.*

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

SECTION 1. *The City Council adopts the Emergency Operations Plan.*

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

PASSED, APPROVED and **ADOPTED** this 7th day of October, 2025.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Severino
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 7th day of October, 2025 by the following roll call vote:

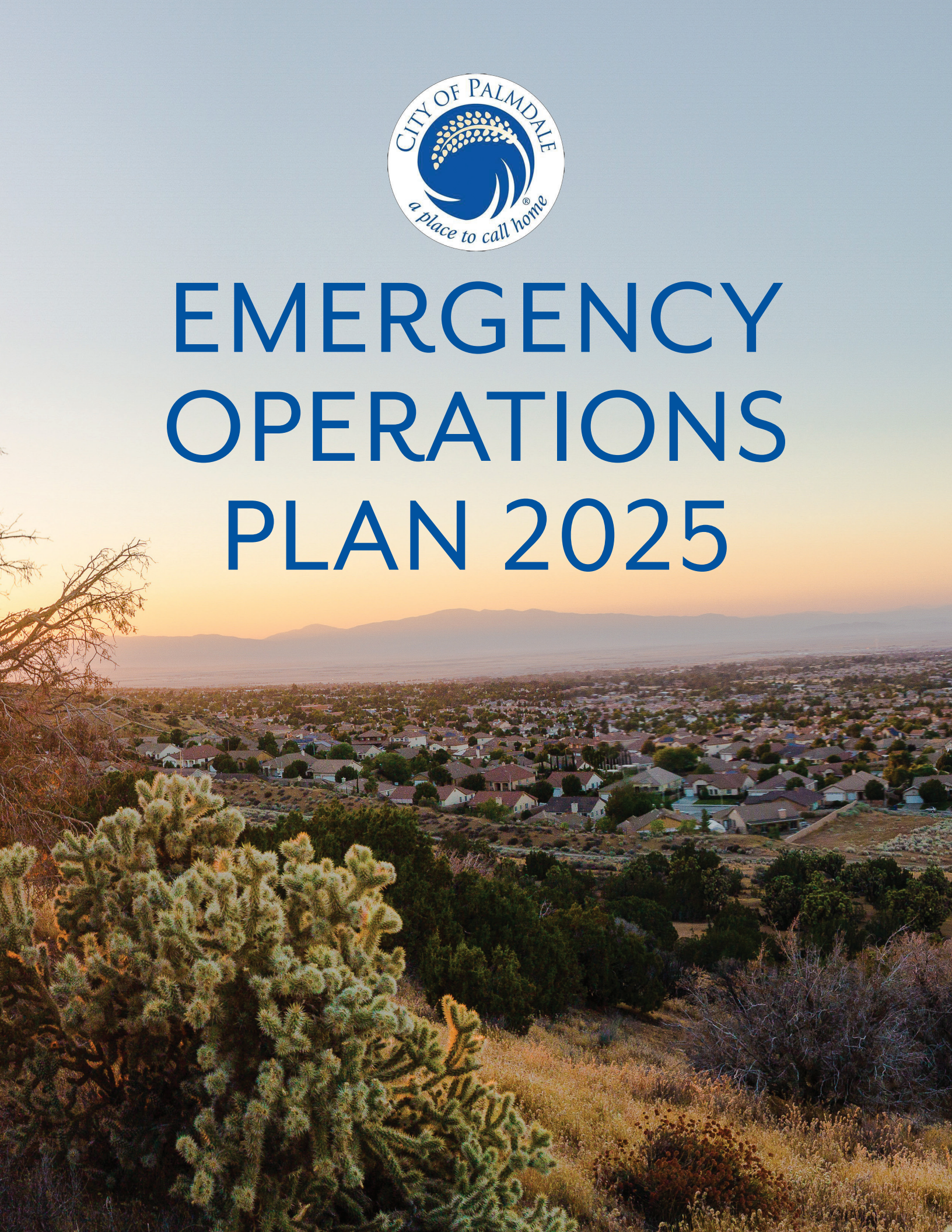
AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

EMERGENCY OPERATIONS PLAN 2025



PREFACE

The City of Palmdale Emergency Operations Plan (EOP) has been developed in accordance with the National Incident Management System (NIMS) and the California Standardized Emergency Management System (SEMS) guidance, standards, and requirements. The EOP is an all-hazards plan designed to guide preparedness, response, recovery, and mitigation efforts for a wide range of natural and human-caused emergencies and disasters.

While the EOP establishes a structured framework for emergency response operations, it is understood that not all situations can be fully anticipated. Therefore, the City's emergency management organization must apply policies and procedures with sound judgment, ongoing assessment, and flexibility. Conditions may arise during an emergency where standard methods are insufficient or impractical. In such cases, this plan is intended to guide—not restrict—staff in using their experience, training, and professional initiative to adapt to the complexities and demands of real-world emergencies.

This plan was prepared by the City of Palmdale Office of Emergency Services, with thorough review and input from City staff and key stakeholders to ensure comprehensive and effective emergency management planning.

LETTER OF PROMULGATION

ADOPTION DATE: 00-00-0000

To the officials, employees, and citizens of the City of Palmdale:

Preserving life, property, and the environment is a fundamental responsibility that local, state, and federal governments share. The City of Palmdale, in collaboration with the Los Angeles County Office of Emergency Management (LAC OEM) and other key stakeholders, has reviewed and refined this Emergency Operations Plan (EOP) to ensure the effective and efficient allocation of resources during emergencies and disasters.

While no plan can entirely prevent loss of life or property damage, coordinated emergency operations carried out by knowledgeable, well-trained personnel can significantly reduce impacts. This EOP establishes the City's emergency management organization, assigns responsibilities, outlines policies, defines systems and procedures, and facilitates the coordination of personnel and resources in accordance with the Standardized Emergency Management System (SEMS), the National Incident Management System (NIMS), and the Incident Command System (ICS). The goal of this plan is to integrate all City of Palmdale facilities, services, resources, and personnel into a cohesive and capable organization that can respond effectively to emergencies, safeguard lives, and protect property.

This EOP aligns with and supports the California State Emergency Plan (SEP) and the Federal National Response Framework (NRF). The plan is reviewed, tested, and revised on an annual basis, with a formal update conducted every three years in accordance with FEMA's Comprehensive Preparedness Guide 101 (CPG 101).

The Mayor and City Council of Palmdale fully endorse this Emergency Operations Plan and encourage all officials, employees, and residents to participate actively and collaboratively in the City's emergency preparedness and response efforts. Approval of this promulgation letter also confirms the City's formal adoption of the federal NIMS, state SEMS, and ICS. This plan shall take effect upon acceptance by the Mayor and City Council of Palmdale.

City Manager

SIGNED CONCURRENCE BY PRINCIPAL CITY DEPARTMENTS

The Los Angeles County Fire Department concurs with the City of Palmdale's Emergency Operations Plan.

Signed: _____ **title:** _____

The Los Angeles County Sheriff's Department concurs with the City of Palmdale's Emergency Operations Plan.

Signed: _____ **title:** _____

The Operations Department concurs with the City of Palmdale's Emergency Operations Plan.

Signed: _____ **title:** _____

The City Manager concurs with the City of Palmdale's Emergency Operations Plan.

Signed: _____ **title:** _____

The City Attorney concurs with the City of Palmdale's Emergency Operations Plan.

Signed: _____ **title:** _____

The Public Safety Department concurs with the City of Palmdale's Emergency Operations Plan.

Signed: _____ **title:** _____

The Public Works Department concurs with the City of Palmdale's Emergency Operations Plan.

Signed: _____ **title:** _____

The Park and Recreation Department concurs with the City of Palmdale's Emergency Operations Plan.

Signed: _____ **title:** _____

Designated representatives from the Distribution List will receive EOP updates and any applicable communications regarding the plan as they occur. The City Emergency Services Administrator in the Office of Emergency Services is the primary coordination point for both distribution of any revision updates and/or receipt of recommended revisions coming from departments and divisions on the list.

RECORD OF REVISIONS

DATE OF CHANGE	SECTION NUMBER	PAGE NUMBER(S)	ENTERED BY	AREA

This plan is a living document and should be reviewed after any existing policy or law changes, after a significant disaster utilizing After Action Reports (AAR), and/or on a regular bi-annual schedule. Formal City review, update and adoption will occur every three years per FEMA's CPG 101.

EXECUTIVE SUMMARY

The Emergency Operations Plan (EOP) outlines the City of Palmdale's comprehensive emergency management program, providing a structured and coordinated approach to responding to disasters caused by natural, technological, and human-caused events. The plan defines key operational concepts and identifies the four phases of emergency management: mitigation, preparedness, response, and recovery. It affirms the City's responsibility to protect life, property, and the community's overall well-being.

The City of Palmdale's EOP integrates current best practices in emergency management and remains adaptable in scope and scale to address all hazards effectively. The plan is organized into four key parts:

PART 1 – INTRODUCTION

Establishes the foundation of the City's emergency management program, including preparedness, response, and recovery activities. It also presents a local hazard analysis of identified threats and outlines organizational and operational concepts related to emergency response and recovery.

PART 2 – OPERATIONAL FRAMEWORK:

Defines the City's operational structure during emergencies, detailing roles and responsibilities, communication protocols, resource management, and continuity of government operations.

PART 3 – EMERGENCY OPERATIONS CENTER (EOC) OPERATIONS:

Describes the Emergency Operations Center's functions, structure, and activation protocols, highlighting its role in coordinating resources, information, and support throughout all emergency response and recovery phases.

PART 4 – ADMINISTRATION:

Details the administrative processes necessary to support an effective and compliant emergency management program. This includes documentation, finance, legal authorities, and adherence to applicable policies, laws, and regulations.

This structure ensures the City of Palmdale's readiness and ability to respond effectively to emergencies of any type or scale.

EOP ACTIVATION

The activation of the City of Palmdale Emergency Operations Plan (EOP) is initiated in response to significant incidents, including natural disasters, largescale emergencies, or events that exceed the City's routine response capabilities and require coordinated, multiagency support. Activation occurs under any of the following conditions:

- Upon the order of the Director of Emergency Services, City of Palmdale Municipal Code 2.28;
- Upon the Governor's proclamation of a State of Emergency affecting an area that includes the City of Palmdale;
- Automatically upon the proclamation of a State of War Emergency, as defined by the California Emergency Services Act (Chapter 7, Division 1, Title 2, California Government Code);
- Upon a Presidential declaration of a National Emergency; or
- Automatically upon receipt of an official Attack Warning or the confirmed observation of a nuclear detonation.

These activation triggers ensure the City's ability to respond quickly and effectively to emergencies requiring coordinated action and resource deployment beyond normal operational capabilities.

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PART 1

PLAN INTRODUCTION



SECTION 1:
PURPOSE AND SCOPE

PURPOSE

The Emergency Operations Plan (EOP) codifies the policies, organization, processes, and resources that constitute the City's emergency management program. The planning process and the resulting command and coordination framework described in the plan are designed to achieve the following objectives:

1. Establish an effective system for managing emergencies to save lives.
2. Define lines of authority and relationships.
3. Assign tasks and responsibilities.
4. Ensure the maintenance of essential facilities, services, and resources.
5. Provide a framework for resource allocation in recovery operations.

This EOP establishes the foundation for implementing the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) within the City of Palmdale. It facilitates multiagency and multi-jurisdictional coordination in emergency operations among the City, special districts, non-governmental agencies, other stakeholders, and the Los Angeles County Office of Emergency Management (LAC OEM).

The plan is intended to:

- Serve as a preparedness document that should be adopted, understood, and exercised before an emergency.
- Establish the emergency management organization required to respond to and mitigate significant emergencies or disasters affecting the City.
- Identify the policies, responsibilities, and procedures necessary to protect public health and safety, private and public property, and the environment.
- Clarify operational concepts, processes, and procedures related to field response and Emergency Operations Center (EOC) operations.
- Integrate the City's emergency program into SEMS and NIMS, ensuring comprehensive community-based planning at the local government level.

This document serves as a concept of operations guide and a planning reference. Each organization identified in this EOP is responsible for developing, implementing, and testing policies, procedures, instructions, Standard Operating Procedures (SOPs), Standard Operating Guidelines (SOGs), and checklists that align with the operational concepts outlined in the plan. SOPs and SOGs detail the tactical operations required to implement the EOP, translating its principles into actionable emergency response measures to protect lives and property.

The EOP ensures coordination with the Los Angeles County Emergency Operations Plan (LAC EOP) during county-wide emergencies, the State Emergency Plan (SEP) during state-wide emergencies, and the National Response Framework (NRF) during incidents of national significance.

SCOPE

The operational concepts outlined in this Plan focus on large-scale disasters that may require expanded emergency response and recovery operations. Routine emergencies that follow well-established procedures are not addressed in this document.

The contents of the Plan apply to all agencies and individuals responsible for emergency preparedness, response, recovery, and mitigation. This includes, but is not limited to, school districts, special districts, utilities, non-governmental organizations, and state and federal agencies providing mutual aid support.

Key considerations include:

- "City of Palmdale" refers to the geographic area defined by the City's official boundaries.
- The EOP applies to all components of the City's emergency organization during all phases of emergency management.
- The primary audience consists of emergency management staff from the City, special districts, LAC OEM, the State of California, and volunteer agencies.
- The EOP serves as a reference for managers from other states, the federal government, and interested members of the public.
- The document provides an overview of emergency management but does not serve as a detailed operational guide. Specific operational procedures are documented within each City department's standard operating systems, which support the City's EOP.

SECTION 2:
SITUATION OVERVIEW

DEMOGRAPHICS

The City lies in the County of Los Angeles, specifically the Antelope Valley region of Southern California. The San Gabriel Mountains separate Palmdale from the Los Angeles Basin to the south. It is home to the Palmdale Municipal Airport (non-operational). It also houses a U.S. Air Force Base.

The City has a diverse population. Understanding the demographic variables, allows emergency management representatives, government officials and the public to better understand and address the needs of the community. Involving different perspectives and building community knowledge leads to better critical decision-making, a coordinated organization and improved resources and capabilities.

The U.S. Census Bureau collects, consolidates and publishes comprehensive population data every 10 years. Data presented in the following two graphics was researched from the 2020 Decennial Census and the 2022 U.S. Census Bureau American Community Survey.

CENSUS DATA

POPULATION AND PEOPLE
Total Population: 169,450
P1 | 2020 Decennial Census

EDUCATION
Bachelor's Degree or Higher: 18.3%
S1501 | 2022 American Community Survey 1-Year Estimates

HOUSING
Total Housing Units: 49,686
H1 | 2020 Decennial Census

FAMILIES AND LIVING ARRANGEMENTS
Total Households: 45,574
DP02 | 2022 American Community Survey 1-Year Estimates

INCOME AND POVERTY
Median Household Income: $90,330
S1901 | 2022 American Community Survey 1-Year Estimates

EMPLOYMENT
Employment Rate: 58.5%
DP03 | 2022 American Community Survey 1-Year Estimates

HEALTH
Without Healthcare Coverage: 7.5%
S2701 | 2022 American Community Survey 1-Year Estimates

RACE AND ETHNICITY
Hispanic or Latino (of any race): 104,742
p9 | 2020 Decennial Census

GRAPHIC 1: CENSUS DATA

RACE AND ORIGIN DATA

RACE AND HISPANIC ORIGIN	Number of People (approximate)	Percentage of Population
Total Population	169,450	100%
Hispanic or Latino	104,742	61.81%
White alone, not Hispanic or Latino	28,739	16.96%
Black or African American alone, not Hispanic or Latino	22,000	12.98%
American Indian and Alaska Native alone, not Hispanic or Latino	489	0.29%
Asian alone, not Hispanic or Latino	7,007	4.14%
Native Hawaiian and Other Pacific Island alone, not Hispanic or Latino	278	0.16%
Some Other Race alone, not Hispanic or Latino	1,112	0.66%
Two or More Races, not Hispanic or Latino	5,083	3%
65 years or older	17,284	10.2%

TABLE 1: RACE AND ORIGIN DATA

INFRASTRUCTURE

The City of Palmdale has the typical types of building, water and power systems of a community that has experienced moderate growth in the last 50 years.

HIGHWAYS AND ROADS

The City of Palmdale is unique in that there are only two (2) major throughways that traverse the City. Traffic in the City can become heavy at times, especially during road construction and the City's heightened tourist season. The traffic infrastructure system is very susceptible to weather events and geological damage, particularly during a series of major rain events.

- SR 14 – Travels south/north from Santa Clarita and Antelope Valley.
- Highway 138 – Travels north/south along Los Angeles County and Palmdale and connects the cities of the Antelope Valley.

RAILROAD SYSTEMS

Palmdale has two (2) railroad systems that run through the City: Union Pacific Railroad and Metrolink. Metrolink has a terminal located in the lower part of Palmdale's downtown area. There are portions of the track that go through areas in the City susceptible to liquefaction.

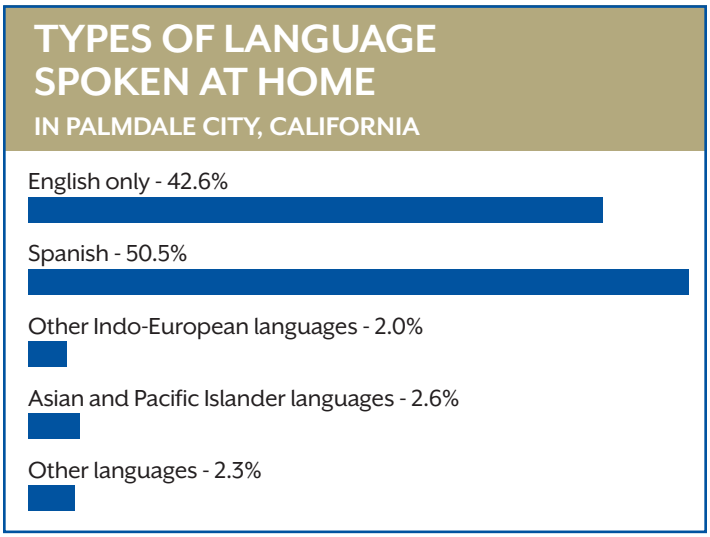
HOSPITALS

Local hospitals are overseen by a volunteer board of directors, who provide strategic and financial guidance without compensation. Hospitals serving the Antelope Valley include:

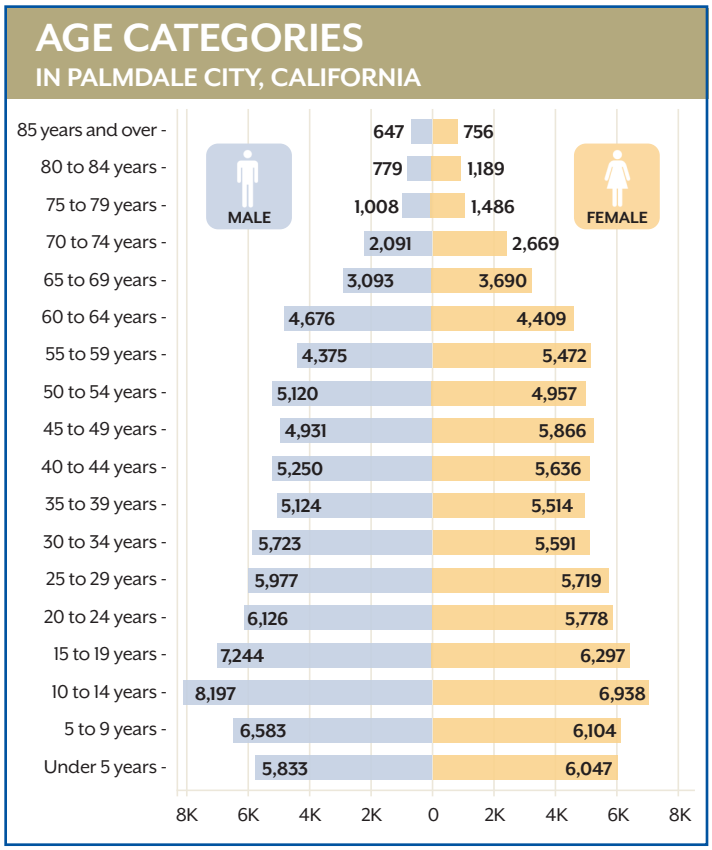
- Palmdale Regional Hospital
- Antelope Valley Medical Center (located in Lancaster)

ACCESS AND FUNCTIONAL NEEDS

The following graphics illustrate the percentage of English and non-English-speaking residents in Palmdale, as well as the age per census data and various vulnerability variables.

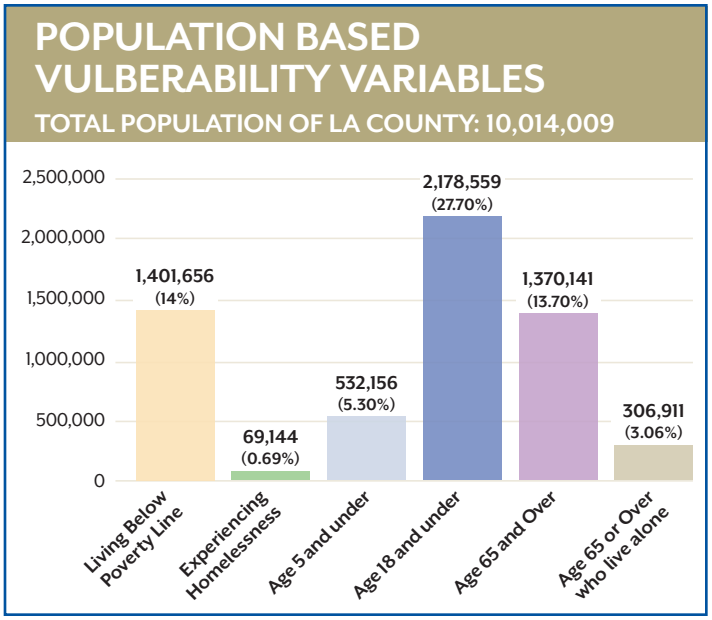


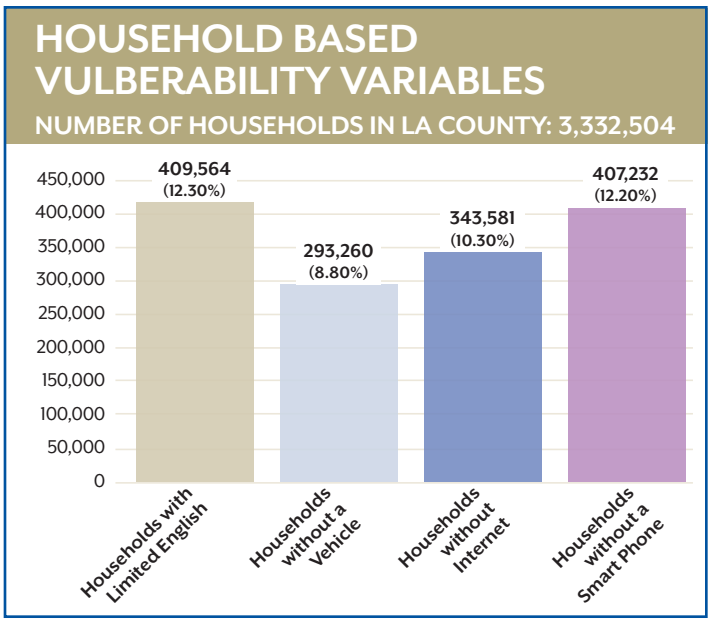
GRAPHIC 2: LANGUAGE % OF POPULATION



GRAPHIC 3: AGE CENSUS DATA

Most disaster response plans and systems are designed for people who can walk, run, drive, see, read, hear, speak and quickly respond to alerts and instructions. This can present challenges for people with access and functional needs (AFN). Individuals with AFN include, but are not limited to, those who have/are: physical, intellectual, developmental, and mental health-related disabilities, visual impairments/ blind, hearing impairments/deaf, mobility impaired, injured, chronic conditions, older adults, infants and children, living in institutionalized settings, living below the poverty line or experiencing homelessness, limited English proficiency or are non-English speakers, or are transportation disadvantaged. Those with AFN may suffer severe and less forgiving consequences without the appropriate support. Graphic 4 highlights certain variables in Los Angeles County that may increase vulnerability to emergencies and disasters.





GRAPHIC 4: VULNERABILITY VARIABLES

SECTION 3:
HAZARD ANALYSIS AND THREAT SUMMARY

The City has conducted a comprehensive hazard mitigation process to prepare a Local Hazard Mitigation Plan (LHMP), which was subsequently adopted by the City Council 2022. This active LHMP includes identification of hazards Palmdale is subject to and the potential impacts to the City should hazards occur. The LHMP evaluated the City's resource capacity to respond in the event of an emergency. The Emergency Management Program continuously enhances the City's response capacity and identifies strategies to improve the City's responsiveness. The LHMP, Emergency Management Program and Emergency Operations Plan are all informed by public outreach in coordination with regional and state partners.

The City Emergency Operations Plan (EOP) is an all-hazards plan aligned with FEMA's Comprehensive Preparedness Guide (CPG) 101. There are three broad categories of hazards: natural, technological, and human-caused. FEMA also identifies national planning scenarios that illustrate potential threats requiring preparedness at a national level.

The City is exposed to numerous hazards, each with the potential to disrupt the community, cause damage, and result in casualties. An assessment of the frequency and vulnerability of these hazards, along with mitigation strategies, is available in the City's 2022 Local Hazard Mitigation Plan (LHMP). The LHMP outlines natural hazards and mitigation projects aimed at reducing potential impacts within the City. It is reviewed annually and updated every five years. For additional information on local hazards, refer to the City's General Plan, Safety Element.

This EOP provides a brief overview of hazards affecting the City. The City and County may be part of a larger regional, state, or national response to catastrophic disasters. In accordance with the 2022 LHMP hazard and impact analysis, the City must have effective consequence management actions in place for the following hazards:

1. **Earthquake -** An earthquake in Palmdale could cause major damage to buildings, roads, and utilities, especially near the San Andreas Fault. Power outages, fires, and disruptions to emergency services and transportation are likely.
2. **Wildland Urban Interface Fire -** An urban interface wildland fire in Palmdale could threaten homes near open space, damage infrastructure, and force evacuations. High winds and dry conditions can rapidly spread fire, endangering lives and straining emergency response.
3. **Severe Weather -** Severe weather in Palmdale, including high winds, extreme heat, and flash flooding, can damage property, disrupt utilities, and pose health risks, especially to vulnerable populations.
4. **Major Transportation Accident/Hazardous Materials Incident -** A major transportation accident or hazardous materials incident in Palmdale could result in road closures, environmental contamination, and public health risks. Immediate evacuation or shelter-in-place orders may be needed to protect residents.
5. **Pandemic -** A pandemic in Palmdale could strain healthcare systems, disrupt essential services, and impact the local economy. Widespread illness may lead to school and business closures, requiring coordinated public health and emergency response efforts.
6. **Civil Unrest -** Civil unrest in Palmdale could lead to property damage, disrupted services, and strained law enforcement resources. Public safety concerns may prompt curfews, road closures, and increased emergency response coordination.

WHOLE-COMMUNITY PLANNING

Whole-community planning involves collaboration among the City, residents, and organizational stakeholders to assess community needs and enhance resiliency. Leveraging resources and perspectives throughout the community strengthens emergency management capabilities.

Key benefits include:

- A shared understanding of community needs and capabilities.
- Greater empowerment and integration of resources across the community.
- Enhanced social infrastructure.
- Establishment of partnerships that support prevention, protection, mitigation, response, and recovery efforts.
- Increased preparedness among individuals, businesses, and community organizations.
- Enhanced resiliency at local, county, state, and national levels.

SECTION 4:
ASSUMPTIONS

General assumptions that inform the development of the City's EOP include:

- Any response will adhere to the principles of the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS), both of which require the use of the Incident Command System (ICS).
- Large-scale emergencies and disasters may occur without warning, leading to casualties, fatalities, and displacement. Such events can result in property damage, interruption of essential services, infrastructure failure, and environmental harm.
- The City is responsible for emergency actions and will allocate all available resources to protect lives, minimize injuries, and reduce property damage.
- The City will exhaust its resources before requesting Mutual Aid assistance, coordinating with the Los Angeles County Office of Emergency Management (LAC OEM) when additional support is needed.
- Multiple large-scale incidents may occur simultaneously, requiring scalable and adaptable response strategies.
- Residents should be self-reliant during major disasters and are encouraged to store non-perishable food for up to 10 days, three gallons of water per person per day, necessary medical supplies, and other essential items.
- Individuals with access or functional needs may face greater risks without appropriate planning and support.
- Community-based organizations and businesses will contribute to services and resources during disasters.
- More complex incidents require increased coordination and resources.
- Emergency response plans exist across various agencies and jurisdictions in support of this plan.
- City departments will mobilize to provide emergency and essential services under all threats and emergencies while maintaining their operational responsibilities.
- Only City departments and non-City agencies with a role in emergency operations are included in this plan.



SECTION 5: EMERGENCY MANAGEMENT ORGANIZATION

NATIONAL INCIDENT MANAGEMENT SYSTEM

The National Incident Management System (NIMS) provides a consistent, nationwide framework for incident response at all jurisdictional levels and across functional disciplines. The City recognizes NIMS and has incorporated its core concepts into the EOP.

Mandated under Homeland Security Presidential Directive-5 (HSPD-5), NIMS outlines the operational framework through which federal, state, local, and tribal governments, the private sector, and non-governmental organizations collaborate to prepare for, respond to, and recover from significant incidents. By standardizing concepts, principles, and terminology, it ensures interoperability and compatibility across agencies.

NIMS consists of five major components:

- Command and Management
- Preparedness
- Resource Management
- Communications and Information Management
- Ongoing Management and Maintenance

For additional information, visit FEMA's website: www.fema.gov/national-incident-management-system.

DEPARTMENT OF HOMELAND SECURITY

The Homeland Security Act of 2002 established the Department of Homeland Security (DHS) to prevent terrorist attacks within the United States, reduce the country's vulnerability to terrorism, natural disasters, and other emergencies, minimize damage, and assist in the recovery from these emergencies.

FEDERAL EMERGENCY MANAGEMENT AGENCY

The Federal Emergency Management Agency (FEMA) is the primary federal agency for disaster response and national security emergencies. Federal disaster assistance is structured around Emergency Support Functions (ESFs), as outlined in the National Response Plan. During an emergency, all federal interactions must be coordinated through the Operational Area. During recovery, the City may liaise directly with FEMA and other federal agencies.

CALIFORNIA STANDARDIZED EMERGENCY MANAGEMENT SYSTEM

The California Standardized Emergency Management System (SEMS) is the state's framework for coordinating multiagency and multi-jurisdictional emergency response efforts. Under California Government Code Section 8607I (1), local governments must use SEMS to qualify for disaster-related cost reimbursement.

SEMS incorporates the National Incident Management System (NIMS) principles and includes the Incident Command System (ICS), the California Master Mutual Aid Agreement (CMMAA), the Operational Area (OA) Concept, and multiagency coordination.

SEMS consists of five organizational levels, activated as needed:

1. **Field Level:** The Field Level is where emergency response personnel and resources, under the command of responsible officials, carry out tactical decisions and activities in direct response to an incident or threat.
2. **Local Government Level:** The Local Government level includes cities, counties, and special districts. Local governments manage and coordinate their jurisdiction's overall emergency response and recovery activities.
3. **Operational Area (OA) Level:** An OA is the intermediate level of the State's emergency management organization. An OA encompasses a county's boundaries, and all political subdivisions located within that county, including special districts. The OA facilitates and/or coordinates information, resources and decisions regarding priorities among local governments within the OA.
4. **Regional Level:** California has three (3) Cal OES Administrative Regions: Inland, Coastal and Southern. There are six (6) Mutual Aid Regions for general Mutual Aid coordination. Cal OES Administrative Regions manage and coordinate information and resources among the OAs within their region. Operational coordination between the OAs, region and state agencies for support during emergency mitigation, preparedness, response and recovery activities is designated under Government Code 8600.
5. **State Level:** The Governor is the chief constitutional officer of the state. The California Emergency Services Act describes the Governor's emergency powers. Cal OES is the lead coordination agency for the State's emergency planning and operates the State Operations Center (SOC) when activated. The State level coordinates mutual aid among the Mutual Aid regions and between the regional level and State level. Cal OES serves as the coordination and communication link between the state and the federal emergency response system, including coordinating with the Federal Emergency Management Agency (FEMA) when federal assistance is requested.

Pursuant to the provisions of the California Emergency Services Act, SEMS, and Chapter 2.68 of the County of Los Angeles Code of Ordinances, the County is the lead agency for the OA, and the Board is its governing body. The LAC OEM coordinates emergency planning for the 88 cities within the OA.

Administrative Offices and the County EOC (CEOC) are located at 1275 N. Eastern Ave., Los Angeles, CA 90063. LAC is located within Region I, Southern Administrative Region of the California Governor's Office of Emergency Services (Cal OES). California sits in FEMA Region 9. The City, as part of the LA OA, will coordinate information sharing and mutual aid requests through the LAC EOC when activated, or the LAC Duty Officer if the EOC is not activated.

The LAC EOC serves a dual role as the OA EOI. In an emergency, governmental response is an extraordinary extension of responsibility and action coupled with regular day-to-day activity. Normal governmental duties will be maintained, with emergency operations carried out by those agencies assigned specific emergency functions. The City follows the SEMS for managing emergency response and facilitating communications and coordination between all system levels and responding agencies.

SEMS incorporates using the Incident Command System (ICS), the Master Mutual Aid Agreement and existing Mutual Aid systems, the Operational Area Concept and multiagency or interagency coordination. Local governments must use SEMS to be eligible to fund their personnel-related and equipment costs under state disaster assistance programs.

REQUIREMENTS FOR LOCAL GOVERNMENT

The City has adopted SEMS to manage emergency response and facilitate interagency coordination. Chapter 1 of Division 2 of Title 19 of the California Code of Regulations establishes the standard response structure and basic emergency response and recovery protocols.

The City of Palmdale will comply with SEMS regulations to be eligible for state funding of response and recovery-related personnel costs and will:

- Utilize SEMS when declaring a local emergency or activating the Emergency Operations Center (EOC).
- Maintain coordination and communication with Incident Commanders through Departmental Operating Centers (DOCs) or directly through the EOC.
- Utilize existing Mutual Aid systems for fire and law enforcement resource coordination.
- Establish coordination between the City's EOC and the County EOC when activated.
- Implement multiagency coordination for decision-making in disaster response and recovery.

The requirement to use SEMS includes:

- Fulfilling SEMS management and coordination role.
- Providing for the five essential SEMS functions: Management, Operations, Planning, Logistics, and Finance/Administration.



PART 2

OPERATIONAL FRAMEWORK



SECTION 1:
CONCEPT OF OPERATIONS

DIRECTION, CONTROL, AND COORDINATION

EMERGENCY MANAGEMENT GOALS

The City of Palmdale's emergency management goals are to:

- Provide timely and effective life safety measures while minimizing property loss.
- Ensure the rapid resumption of essential city services.
- Maintain accurate documentation to support cost recovery efforts.

INCIDENT COMMAND SYSTEM

The utilization of the Incident Command System (ICS) is a requirement for both National Incident Management System (NIMS) and Standardized Emergency Management System (SEMS) compliance.

ICS is a nationally recognized, standardized system designed to enable users to implement an integrated organizational structure that aligns with the complexity and demands of single or multiple incidents. The principles of ICS address both organizational structure and operational processes.

ICS is employed to manage facilities, equipment, personnel, procedures, and communications through a common organizational framework and standardized procedures. All field emergency response personnel in the City utilize ICS. Furthermore, ICS serves as the primary organizational structure for the City Emergency Operations Center (EOC), adhering to NIMS and SEMS guidelines.

Incident Command, or Unified Command in cases involving multiple agencies with equal operational authority or multiple jurisdictions, holds direct command and control over on-scene operations. SEMS regulations mandate that local government structure field command and EOC operations around five key functions: management, operations, planning, logistics, and finance/administration. Each function is responsible for specific activities that contribute to response and recovery efforts.

EMERGENCY OPERATIONS CENTER

An Emergency Operations Center (EOC) is a physical or virtual facility from which jurisdictional leaders coordinate information and resources to support field command and incident management operations. The primary role of the City EOC is to facilitate coordination in support of field activities, including policy direction, information sharing, and resource allocation.

The City is responsible for establishing, monitoring, and continuously improving a comprehensive emergency management approach. Stakeholders assigned roles within the emergency management program must ensure they are prepared to execute their assigned response and recovery activities.

Effective activation of Field Command and EOC operations is the primary responsibility of the City's emergency management organization. Should an emergency exceed local response capabilities, assistance may be requested from the Operational Area (OA), as well as state and federal agencies.

The City Manager serves as the Emergency Services Director and oversees the City Emergency Management Organization, including emergency response and recovery efforts. The Emergency Services Director is responsible for implementing the Emergency Operations Plan (EOP) during emergencies. According to Section 2.28 of the City's Municipal Code, the City Manager is accountable to the City Council. Acting as the Emergency Services Director, the City Manager may appoint an EOC Director, such as the Assistant City Manager, a department director, or the Emergency Services Administrator.

EOC activation occurs for various reasons, depending on the support requirements of the City organization, Field Command needs, the scope and scale of the threat, and anticipated developments during an incident. The level of EOC activity expands in scope and complexity in response to the incident's demands.

ORGANIZATION

The following functions constitute the EOC organization and are further detailed in Part 3:

- **Management –** Provides overall emergency policy direction and coordination through collaboration between government agencies and private organizations.
- **Operations –** Coordinates jurisdictional operations in support of emergency response efforts.
- **Planning –** Collects, evaluates, and disseminates information; develops the City of Palmdale's EOC Action Plan and After-Action/Improvement Plan in coordination with other functions and maintains pertinent documentation.
- **Logistics –** Provides facilities, communication services, personnel, equipment, and materials to support incident response.
- **Finance/Administration –** Manages financial activities, including timesheets, compensation, claims, and other administrative responsibilities.

The five essential Standardized Emergency Management System (SEMS) functions will be established as "Sections" within the Emergency Operations Center (EOC), with all other components organized as Branches, Groups, or Units within these sections. The activation of specific functions and their interrelationships will depend on the size and nature of the incident. Only the functional elements necessary to meet current objectives will be activated. The tasks and duties of any non-activated function will be assigned to the next higher supervisory position within the organization.

MANAGEMENT OF PERSONNEL – HIERARCHY OF COMMAND AND SPAN-OF-CONTROL

The title "Chief" designates the lead person for each functional Section in the EOC. Every individual will have a designated supervisor, with each supervisor typically overseeing no more than seven employees. The optimal span of control ranges between three and five personnel.

The EOC Management Section includes the EOC Director, Public Information Officer (PIO), Liaison Officer, Access and Functional Needs and Disabilities Advisor, Agency Representatives (AREPs), Safety and Security Officer, and EOC Manager.

The General Staff consists of the Operations, Planning, Logistics, and Finance/Administration Chiefs, along with their respective Units or Groups. Each Section Chief is responsible for:

- Overseeing the internal functions of their Section.
- Coordinating with other Sections, EOC Management, and external agencies collaborating with the EOC.
- Maintaining communication and support for Field Command.

MULTIAGENCY COORDINATION IN THE EOC

The City EOC is responsible for multiagency and interagency coordination at the local government level, specifically in the following areas:

- Establishing response priorities.
- Developing Situational Awareness (SA) and a Common Operating Picture (COP).
- Acquiring and allocating critical resources.
- Formulating strategies for addressing multiagency response challenges.
- Coordinating mutual aid efforts.
- Managing public information dissemination.
- Facilitating interagency communication and information sharing.
- Ensuring smooth communication across SEMS levels.

EMERGENCY RESPONSE COORDINATION AT EOC

Emergency response coordination at the EOC involves:

- Representatives from City departments.
- Representatives from non-governmental agencies, including special districts, volunteer organizations, and private entities.
- Coordination with agencies not represented at the EOC through various communication channels.
- Active participation in the EOC action planning process to enhance emergency management effectiveness.

COORDINATION WITH FIELD COMMAND

Coordination across SEMS levels is critical for effective emergency response. During a major emergency, the City's EOC may be activated to manage the overall response, while field responders operate under the Incident Command System (ICS). Incident Commanders report to Department Operations Centers (DOCs), which, in turn, coordinate with the EOC.

COORDINATION WITH SPECIAL DISTRICTS

Special districts are recognized as local governments within SEMS. Their role in disaster and emergency response generally aligns with their standard services. However, during major emergencies, some special districts may assume expanded responsibilities by assisting other local governments.

To facilitate coordination and communication, special districts involved in emergency response should establish direct communication with local governments and the Operational Area (OA). Given that special district boundaries often overlap with municipal and county jurisdictions, coordination efforts should be structured to ensure efficiency. Special districts serving multiple jurisdictions may appoint liaison representatives to the City's EOC or County Emergency Operations Center (CEOC) to streamline coordination and communication with various stakeholders.

COORDINATION WITH VOLUNTEER AND PRIVATE AGENCIES

The City's EOC will generally be a focal point for coordination of response activities with many non-governmental agencies. The EOC should establish communication with private and volunteer agencies within the City.

Agencies that play key roles in the response should have representatives at the EOC. If an agency supports several functions and has only one representative at the EOC, the AREP should be in the liaison area. If an agency supports only one function, its AREP may be assigned to the applicable Section. Some agencies may have several personnel participating in functional elements in the EOC. Agencies that have county-wide response roles and cannot respond to numerous cities' EOCs should be represented at the OA level.

Coordination with volunteer and private agencies that do not have representatives at the EOC may be accomplished through telecommunications, liaison with community councils that represent several agencies, or involvement of agencies in special multiagency groups on specific issues.

COORDINATION WITH THE LOS ANGELES COUNTY OPERATIONAL AREA (LAC OA)

Effective coordination and communication must be established between activated local government Emergency Operations Centers (EOCs) and the Los Angeles County EOC, which serves as the Operational Area (OA). For the City, this coordination occurs through the Los Angeles County EOC. Communication channels include telephone, satellite phone, radio, the Everbridge Mass Communication System, and runners, among others.

MULTIAGENCY/INTERAGENCY COORDINATION GROUP (MACG/IACG)

The Los Angeles County EOC (CEOC) may establish a Multiagency Coordination Group (MACG) or an Interagency Coordination Group (IACG) to facilitate collaboration among all OA jurisdictions.

- The MACG may operate within the CEOC, at an alternate location, or via conference calls, while maintaining contact with the CEOC. The IACG operates separately but has dedicated meeting and communication facilities adjacent to the CEOC.
- The MACG/IACG should work to develop consensus on priorities, resource allocation, and response strategies.
- The EOC Action Plan should integrate the group's identified priorities and objectives.
- The group's objectives should be implemented through the EOC.
- The City may collaborate with other local governments and agencies in a MACG convened by the Los Angeles County Office of Emergency Management (LAC OEM) or other entities at the local, OA, state, or federal level.

ALERTING AND WARNING SYSTEMS

Timely emergency notifications are critical for public safety of City residents and establishing effective incident response.

Emergency notifications, warnings and alerts will be disseminated by Alert Palmdale in collaboration with LAC OEM and the County Sheriff's Public Safety Dispatch, utilizing the Everbridge System through the County's ready.lacounty.gov interactive webpage. Law enforcement agencies and other emergency services may be required to disseminate emergency warnings through various means to ensure timely warnings to the public, including those with disabilities and access and functional needs. This includes primary warning systems, physically going door-to-door on-scene, using public address systems and social media platforms.

FEDERAL

Emergency Alert System (EAS): Previously the Emergency Broadcast System, the Emergency Alert System is a national public warning system that requires radio and TV broadcasters, cable TV, wireless cable systems, satellite and wireline operators to provide the president with the capability to address the American people within 10 minutes during a national emergency.

Broadcast, cable and satellite operators are the stewards of this important public service in close partnership with state, local, tribal and territorial authorities.

FEMA, in partnership with the Federal Communications Commission and National Oceanic and Atmospheric Administration (NOAA), is responsible for implementing, maintaining and operating the EAS at the federal level.

The Emergency Alert System details include the following:

- Messages can interrupt radio and television to broadcast emergency alert information.
- Messages cover a large geographic footprint. Emergency message audio/text may be repeated twice, but EAS activation interrupts programming only once, and then regular programming continues.
- Messages can support full message text for screen crawl/display, audio attachments in mp3 format and additional languages.
- It is important for authorities who send EAS messages to have a relationship with their broadcasters to understand what will be aired via radio, TV and cable based on their policies. Policies vary from station to station.

INTEGRATED PUBLIC ALERT WARNING SYSTEM (IPAWS)

During an emergency, officials need to provide the public with life-saving information quickly. The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation's alert and warning infrastructure that will save time when time matters, protecting life and property.

Federal, state, territorial, tribal and local alerting authorities may choose to use IPAWS and may integrate local systems that use Common Alerting Protocol standards with the IPAWS infrastructure. IPAWS will give public safety officials an effective way to alert and warn the public about serious emergencies using the Emergency Alert System. The Commercial Mobile Alert System, NOAA Weather Radio and other public alerting systems are available from a single interface. LAC OEM has the license to use IPAWS on behalf of the jurisdictions, if applicable.

NATIONAL WARNING SYSTEM (NAWAS)

The National Warning System (NAWAS) is a 24-hour continuous private line telephone system used to convey warnings to federal, state and local governments, as well as the military and civilian population. Originally, the primary mission of the NAWAS was to warn of an imminent enemy attack or an actual accidental missile launch upon the United States. NAWAS still supports this mission, but the emphasis is on natural and technological disasters.

In today's post-Cold War environment, the threats imposed by disasters make it imperative for all government officials to have access to an effective and reliable means of warning the public of impending emergencies so that they may take protective actions. Title VI of the Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes the use of the NAWAS to support the All-Hazards response mission of FEMA. NAWAS is used to disseminate warning information concerning natural and technological disasters to various warning points throughout the continental United States, Alaska, Hawaii and the Virgin Islands. This information includes, but is not limited to, acts of terrorism, including Weapons of Mass Destruction (WMD) after aircraft incidents/accidents, earthquakes, floods, hurricanes, nuclear incidents/accidents, severe thunderstorms, tornadoes, tsunamis and winter storms/blizzards. NAWAS allows the issuance of warnings to all stations nationwide or to selected stations as dictated by the situation.

The NAWAS Operations Manual, 03/2001, contains eligibility criteria that federal, state and/or local governments must meet to gain access to this system, as well as operational procedures. NAWAS is a dedicated wire-line system that provides two-way voice communication between federal warning centers, state warning points and local warning points.

STATE OF CALIFORNIA

California Warning System (CALWAS) is the state portion of NAWAS that extends to communications and dispatch centers throughout the state. The Governor's OES headquarters are tied to the federal system through the Warning Center in Sacramento. Circuits then extend to county warning points. The CHP headquarters in Sacramento is the state's alternate warning point. Both state and federal circuits are monitored 24 hours a day at the Warning Center, the alternate point and each of the local warning points. Counties not on this system will receive warnings through other means normally over the California Law Enforcement Telecommunications System (CLETS) in July 2017.

California Emergency Services Fire Radio System (CESFRS is the statewide communications network available to all fire agencies. The three (3) available channels have been designated Fire White #1, #2 and #3. White #1 is authorized for base station and mobile operations. White #2 and #3 are for mobile and portable use only. All three White channels are designated by the FCC as "Intersystem" channels and are intended solely for interagency fire operations, i.e., Mutual Aid. White #2 and #3 are intended for on-scene use only.

California Emergency Services Radio System (CESRS) serves as an emergency communications system for the governor's OES and county emergency services organizations. The system assists in the dissemination of warning information and supports disaster and emergency operations. The system may be used on a day-to-day basis for administrative emergency services business. Statewide communications are provided through several microwave-interconnected mountaintop relays. It operates under appropriate FCC rules and regulations and is administered by the State of California.



CALIFORNIA LAW ENFORCEMENT MUTUAL AID RADIO SYSTEM

CLEMARS is provided and managed by the California Emergency Management Agency (Cal EMA). CLEMARS enhances the ability of law enforcement agencies to communicate on common frequencies during emergencies and other special operations.

This CLEMAS plan governs the 12 CLEMARS channels (13 after narrow banding) in each of the public safety radio bands and the National Law Enforcement Mutual Aid Channel, which is considered part of the CLEMARS pool of frequencies in California. As such, CLEMARS provides a communications option for law enforcement officials regardless of the band their equipment operates in or the jurisdiction in which they are communicating.

As the Federal Communication Commission (FCC) mandated that states adopt a regional or county approach for 800 MHz, the 800 MHz CLEMARS channels are governed by their respective regional 800 MHz communications plans. However, all CLEMARS channels are bound by California's statewide standards and procedures as detailed. CalOES enforces strict adherence to this, and violations can result in loss of authorization to use CLEMARS channels.

CALIFORNIA LAW ENFORCEMENT TELECOMMUNICATIONS SYSTEM (CLETS) PURSUANT TO GC SECTION 15151:

The California Law Enforcement Telecommunications System is an efficient law enforcement communications network available to all public agencies of law enforcement within the state. The CLETS will provide all law enforcement and criminal justice user agencies with the capability of obtaining information directly from federal and state computerized information files.

STATE-PROVIDED SERVICES PURSUANT TO GC SECTIONS 15161- 15163:

The CA DOJ shall provide central switching equipment and sufficient circuitry from the switching center to one (1) location in each county to handle law enforcement message traffic. Circuitry and terminal equipment to extend beyond, or other than, the CLETS termination point in each county will be provided by client agencies at their own expense.

OPERATIONAL AREA SATELLITE INFORMATION SYSTEM (OASIS):

The Operational Area Satellite Information System (OASIS) is a network of over 80 earth stations (terminals) located statewide. The terminals provide broadband internet and telephone access immune to regional failures in the terrestrial network. The inventory of terminals includes both fixed and transportable terminals. Fixed terminals are sited at Emergency Operations Centers in all 58 California counties. Additional fixed remotes serve locations of particular importance to disaster response, seismological laboratories, the California National Guard Headquarters, etc. A fleet of transportable units is available for both response and recovery missions. Transportable regularly serves Incident Command posts, providing reach-back communications from locations in austere conditions. Transportable is also used to provide needed internet and telephone communications in a variety of recovery settings, such as shelters, local assistance centers, logistics marshaling, etc.

ALERT PALMDALE:

Alert Palmdale is the City's official emergency notification system, designed to keep residents informed and safe during critical situations. This system provides real-time updates on emergencies, such as severe weather, natural disasters, public safety threats, and more.

Through Alert Palmdale, the City can quickly notify the community about potential dangers and any immediate actions they should take, helping residents stay prepared and informed. The system ensures that important information is delivered directly to those who need it most, providing peace of mind and a clear line of communication during times of crisis.

COUNTY OF LOS ANGELES (READY.LACOUNTY.GOV):

The LAC OEM and the County Sheriff's Department both utilize the Everbridge Mass Communication System. This system is used to notify the public of critical information quickly in a variety of situations, such as severe weather, evacuations, major road closures, missing persons and other events happening within the county proper.

Participants who sign up to be alerted by the system will receive time-sensitive messages wherever specified, such as home phone, mobile or business phone, email address, and/or text messages.

ACTIVATION OF THE EOC

City of Palmdale first responders (employees) will be notified to report via Alert Palmdale, the City's emergency notification system. If the system is down, staff are instructed not to deploy on their own. Instead, they must receive notification through phone, email, or by a door-to-door visit from LA County Sheriff Deputies or LA County Fire personnel before responding.

The City of Palmdale's Primary and Alternate EOC Locations:

- Primary EOC: 38300 Sierra Highway, Palmdale, CA 93550
- Alternate EOC: Palmdale Maintenance Yard, 39110 3rd St. East, Palmdale, CA 93550

The EOC organization may include representatives from state agencies, special districts, volunteer organizations, and private entities with significant response roles. According to City of Palmdale Municipal Code 2.28 – Civil Defense and Disasters, the EOC Director or their designee is responsible for coordinating disaster response and recovery operations.

The City's EOC is activated when Field Command requests coordination support for resource needs that exceed the capability of field response teams. The level of EOC activation depends on the severity of the incident.

WHEN TO ACTIVATE THE EOC:

The EOC should be activated under the following circumstances:

- A significant emergency has occurred or is imminent, requiring a large-scale, sustained response.
- The City Manager or designee determines that a Local Emergency should be proclaimed due to the impact or threat of a hazard.
- The Governor has declared a State of Emergency affecting the City or Los Angeles County.
- A Presidential Declaration of a National Emergency affects the City or County.

Any department director may request EOC activation through the EOC Director, City Manager, or designee.

STEPS TO ACTIVATE THE EOC

1. The Emergency Services Director or designee, upon request from a department director, evaluates the necessity of activation.
2. The Emergency Services Director or designee notifies the Emergency Services Administrator, providing a brief description of the emergency.
3. Once activated, the EOC Manager contacts all EOC Section Chiefs and informs them of the activation level.
4. Once activated, the EOC Director or designee will contact LA County Office of Emergency Management Duty Officer, identify yourself, your contact information, provide activation level for Palmdale EOC and report immediate needs.

EOC ACTIVATION LEVELS

The EOC may be activated at one of three levels, depending on incident severity:

Level One – Minimum Staffing

- Key personnel staff essential functional positions as designated by the Incident Commander and Emergency Services Director.
- Typically used during warning or buildup phases.
- The EOC may not be physically set up at this level.

Level Two – Functional Position Staffing

- Additional personnel are assigned to specific functions based on incident needs.
- One or more Department Operations Centers (DOCs) may also be activated.
- The EOC is set up to support the DOC(s) as necessary.

Level Three – Full Staff/Full Activation

- All EOC organizational elements are fully staffed.
- The Standardized Emergency Management System (SEMS) is fully implemented.

EOC ACTION PLANNING PROCESS

At local, OA, regional and state levels, using EOC action plans provides designated personnel with knowledge of the objectives to be achieved, and the steps required for achievement. Action plans not only provide direction, but they also serve to provide a basis for measuring the achievement of objectives and overall system performance.

Action planning is an important management tool that involves:

- A process for identifying priorities and objectives for emergency response or recovery efforts.
- Documentation of the priorities, objectives, tasks and personnel assignments associated with meeting them.

The action planning process should involve management and general staff along with other EOC elements, special district representatives and other agency representatives, as needed.

The Planning Section is responsible for coordinating the development of the action plan and facilitating meetings. They are developed for a specified operational period, which may range from a few hours to 12 hours. The operational period is determined by the EOC Director and Planning Section Chief after establishing a set of priority actions that need to be performed. A reasonable timeframe is then established for accomplishing those actions. It need not be complex but should be sufficiently detailed to guide EOC elements in implementing the priority actions.

Guidelines for developing action plans and examples for formatting are contained in Part 3 - Section 3.

INFORMATION COLLECTION AND DISSEMINATION

To establish a common operating picture, the City EOC requires information to be shared by all agencies involved in the incident response, whether in the field, in a DOC, or in the OA EOC. Establishing a common operating picture and maintaining situational awareness is essential to effective incident management.

The City of Palmdale uses Disaster Los Angeles Network (DLAN) as its emergency information management system to support incident management during activations of the Emergency Operations Center (EOC).

Specifically, DLAN is:

- A centralized digital platform that allows EOC staff to input, manage, and track critical data, such as situation reports, resource requests, and operational updates.
- Used to ensure real-time situational awareness and informed decision-making by providing a shared information environment across departments and partner agencies.
- Designed to replace traditional paper-based coordination tools by offering cloud-based access to incident documentation, action plans, communications logs, and more.
- Integrated with the City's planning structure, it supports continuity of operations, improves coordination, and ensures compliance with FEMA, Cal OES, SEMS, and NIMS requirements for documentation and accountability.

The field response, through the City's EOC, must provide the Operations Section with as much information as possible to aid Management and general staff to make educated decisions about incident response priorities and objectives.

The Management Section requires information, such as type of incident/disaster, population/ communities affected, resources available and any other relevant incident information that would aid or should be considered in decision-making.

Information is shared via conference calls, satellite phone, face-to-face, Incident Action Plans, etc., so that all incident response personnel maintain situational awareness and information is used by intended recipients to take appropriate response actions.

RESOURCE REQUESTS

Resource requests are submitted through the appropriate channels according to the SEMS/ICS structure established within the EOC Logistics Section. Resource requests will be addressed locally and, if necessary, regionally and then statewide. All requests for resources will require a request number and description of the request before deployment.

BRIEFINGS

City EOC operational period briefings are conducted at the beginning of each operational period, during which the current action plan for the upcoming operational period is reviewed. Additional briefings are scheduled as necessary to pass along vital information. Any staff who wish to pass along information during a briefing or have important incident information/updates should be prepared to disseminate that information during the operational period briefings. All briefings will follow the Planning P schedule.

REPORTING TO THE LOS ANGELES COUNTY OFFICE OF EMERGENCY MANAGEMENT (LAC OEM)

The City will notify LAC OEM of the following as soon as feasible:

- Date and time EOC is activated, including the level of activation.
- A Proclamation of a Local Emergency has been proclaimed.

The City will provide LAC OEM with the following documentation as soon as feasible:

- EOC Action Plan that includes, but is not limited to:
- Situation Reports (Sitrep).
- Initial Damage Estimates (IDE).
- Resources being utilized or needed.

DEACTIVATION

As the incident stabilizes in the field and resource requests are minimal or no longer coming into the EOC. Section Chiefs and the EOC Director will discuss and authorize EOC deactivation. The EOC deactivation will follow the Deactivation Plan outlining demobilization instructions by function and position.

AFTER ACTION REPORTS AND IMPROVEMENT PLANS

The EOC Director and Planning Section Chief will determine the date and time for a debriefing of EOC staff. Observations of EOC operations, identified strengths, and areas of improvement will be recorded during the debriefing to capture lessons learned. The Planning Section Chief and EOC Manager are responsible for developing this information into a formal After-Action Report/Improvement Plan (AAR/ IP). Action items identified in the AAR/IP will be tracked for completion. All AARs/IPs developed during the next formal, 3-year EOP update phase will be reviewed during the revision of the full Plan.

SECTION 2:
ROLES AND RESPONSIBILITIES

THE CITY OF PALMDALE ENGAGES MULTIPLE AGENCIES AND CRITICAL PARTNERS IN EMERGENCY MANAGEMENT EFFORTS. AGENCIES INCLUDE BUT ARE NOT LIMITED TO:

LOS ANGELES COUNTY FIRE DEPARTMENT:
Responsible for firefighting, hazardous materials (HAZMAT) response, medical triage, treatment and coordinating appropriate transport, and activation of field command operations.

LOS ANGELES COUNTY SHERIFF DEPARTMENT:
Handles evacuations, emergency notifications, traffic control, scene security, and supports field command operations.

PUBLIC WORKS:
Supports debris clearance, infrastructure assessment and repair, traffic control assistance, and resource logistics.

CITY ADMINISTRATION:
Coordinates overall emergency response, activates the Emergency Operations Center (EOC), manages public information, and ensures continuity of government.

PRIVATE SECTOR:
Maintains business continuity, safeguards critical infrastructure, and coordinates with the City to support recovery and supply chains.

NON-GOVERNMENTAL ORGANIZATIONS (NGOS):
Provide shelter, food, mental health support, and services for displaced or vulnerable populations.

LOS ANGELES COUNTY:
Offers regional resources, mutual aid, public health services, and coordinates with city agencies for medical and recovery support.

STATE OF CALIFORNIA:
Provides supplemental resources, coordinates statewide mutual aid, and supports large-scale recovery operations.

FEDERAL GOVERNMENT:
Offers disaster declarations, financial aid, specialized response teams, and long-term recovery assistance through agencies like FEMA.



SECTION 3: COMMUNICATIONS

Effective communication is a critical component of incident management. This section outlines the Office of Emergency Services' (OES) communications plan, supporting its mission to provide clear and effective internal and external communication between the City Emergency Operations Center (EOC), all incident response personnel and the public.

EXTERNAL COMMUNICATIONS

PUBLIC INFORMATION

The City Public Information Officer (PIO) and public information team will be notified to report to the City's EOC. They are responsible for managing public communications related to the incident or emergency.

Social media platforms will be utilized to disseminate information to the public. Additionally, strategically placed public information kiosks throughout the City will provide up-to-date information.

The City of Palmdale will establish an informational hotline for public updates, as needed. This line is strictly for outgoing information and does not accept incoming messages. If necessary, a designated number will be assigned for public inquiries.

NON-EMERGENCY EXTERNAL COMMUNICATIONS

During an incident, the City EOC anticipates a high volume of public inquiries directed to 911. To mitigate this, the City has partnered with the County Office of Emergency Management (OEM) to reroute non-emergency calls to 2-1-1 personnel, who will provide relevant incident-related information. It is essential that 2-1-1 call centers are activated and adequately staffed as soon as possible to handle the expected volume of non-emergency calls.

During non-emergency periods, the informational hotline will provide weekly fire safety and emergency preparedness tips in both English and Spanish.

2-1-1 SERVICES

The City EOC must ensure that 2-1-1 is supplied with pertinent information regarding the City's response. All information distributed through 2-1-1 will be available in both English and Spanish.

INTERNAL COMMUNICATIONS

Communication within the EOC should be a two-way process, facilitating the exchange of information between Section Chiefs, support staff, and field responders. To ensure clarity, all personnel must use plain language, avoiding acronyms, abbreviations, and slang.

All incident-related information should be documented and displayed on a situational status board within the EOC, ensuring accessibility for all response personnel. This multi-channel communication approach guarantees timely, reliable, and consistent information flow, ensuring that critical updates reach all intended recipients.



SECTION 4:
CONTINUITY OF OPERATIONS/CONTINUITY OF GOVERNMENT

A major disaster or national security emergency may result in the injury or death of key government officials, the partial or complete destruction of government infrastructure, and the loss of public and private records essential for continued operations. In such situations, preserving law and order and maintaining government services are paramount. The California Government Code 8643(b) and the State Constitution provide the legal framework for ensuring the continuity and preservation of state and local government functions.

All levels of government are responsible for ensuring continuity of leadership, authority, and direction in emergency operations, including preparedness, response, recovery, and mitigation. Under California's Mutual Aid concept, local officials retain control over their jurisdiction's emergency response, while receiving supplemental resources from other jurisdictions, as needed. Effective communication of official requests, situation reports, and emergency information is essential for managing disasters.

To ensure Continuity of Government (COG), the following seven key elements must be addressed at all government levels:

- **Succession Planning:** Establishing a clear line of succession for essential emergency management positions.
- **Pre-Delegation of Emergency Authorities:** Granting key officials predefined emergency powers to ensure swift decision-making.
- **Emergency Action Planning:** Developing and maintaining emergency response and action plans.
- **Emergency Operations Centers (EOCs):** Establishing designated locations to coordinate emergency response.
- **Alternate Emergency Operations Centers:** Identifying backup EOCs to ensure operational continuity.
- **Safeguarding Vital Records:** Protecting essential documents necessary for governance and public service continuity.
- **Protection of Critical Resources and Personnel:** Ensuring the security of government and industrial facilities, resources, and personnel.

The objectives of the COOP include, but are not limited to:

- **Employee and Public Safety:** Protecting the well-being of employees and the community.
- **Continuity of Essential Operations:** Ensuring critical government functions continue without disruption.
- **Asset Protection:** Safeguarding essential facilities, equipment, and records.
- **Operational Resilience:** Minimizing service interruptions and facilitating a structured recovery process.
- **Timely and Orderly Recovery:** Restoring full services efficiently after an emergency.
- **Civil Authority Maintenance:** Upholding governance and public service commitments.
- **Leadership Continuity:** Providing a framework for sustained executive leadership.
- **Regulatory Compliance:** Ensuring adherence to legal and statutory requirements.

While the timing and nature of future disasters remain uncertain, their inevitability is assured. The effectiveness of the City's COOP will determine the success of response, recovery, and service restoration efforts. The COOP is a confidential, living document that continues to evolve.



PART 3

EOC OPERATIONS



SECTION 1: MANAGEMENT SECTION

GENERAL PURPOSE

The Management Section directs the City's Emergency Management Organization (EMO), coordinates the actions of the EOC staff, establishes operational priorities, ensures the development and implementation of emergency response strategies, collaborates with elected officials, communicates with the media, and coordinates response efforts with external agencies at the county, state, and federal levels. The section also ensures the safety of responders and evaluates the potential economic, social, and environmental impacts of the disaster on citizens while managing response efforts within the City. Additionally, it assesses potential emergencies in neighboring jurisdictions that could impact the City of Palmdale or affect its available resources.

The Management Section is responsible for overall emergency policy and coordination through the joint efforts of governmental agencies and private organizations. This section includes the following key functions:

- EOC Director
- Deputy Director
- EOC Manager
- Public Information Officer
- Liaison Officer/Agency Representative
- Safety Officer
- City Clerk

CONCEPT OF OPERATIONS

The Management Section will operate under the following policies during an incident:

- Utilization of the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) for incidents of national significance.
- Adherence to all existing City and departmental operating guidelines unless modified by the EOC Director.
- All on-duty personnel must remain on duty until properly relieved. Off-duty personnel are expected to return to work in accordance with department policies and Disaster Service Worker Standard Operating Guidelines.
- Operational periods will be event-driven and determined by the EOC Director, EOC Manager, and Planning Section Chief.

CITY OF PALMDALE EMERGENCY OPERATIONS CENTER (EOC) MANAGEMENT

During a major emergency or disaster, centralized emergency management is critical. The EOC provides centralized management, coordinating City decision-making, department activities, and liaison efforts with governmental and non-governmental entities.

The EOC serves as the primary hub for authority and information, allowing face-to-face coordination among personnel responsible for setting priorities, allocating resources, and requesting Mutual Aid, as needed.

Typically, when the EOC is activated, an on-scene Incident Commander directs operations based on standard operating procedures until relieved by a superior officer. The Incident Commander ensures continuous information flow to the Departmental Operating Center (DOC) and the EOC. The City EOC disseminates information to City staff, the City Council, and the public, as necessary.

Upon EOC activation, the EOC Manager, Operations, and/or Planning Section Chief will brief the Emergency Services Director on the incident status. The City's Policy Group will establish a mission statement with priorities for incident management teams. The Emergency Services Director or its designee has the authority to determine action priorities and allocate resources accordingly during the initial Incident Action Planning meeting.

EMERGENCY MANAGEMENT ORGANIZATION ASSIGNMENTS AND RESPONSIBILITIES

The Emergency Operations Center (EOC) Director, supported by the Emergency Management Organization, have overall responsibility for:

- Organizing, staffing, and operating the EOC.
- Providing information and guidance to the public.
- Maintaining information on the status of resources, s ervices, and operations.
- Directing overall operations.
- Obtaining support for the City of Palmdale.
- Identifying and analyzing potential hazards and recommending appropriate counter measures.
- Collecting, evaluating, and disseminating damage assessments and other essential information.
- Providing status and other reports to the City Council and the County.

The general responsibilities of key members of the Management Section of the Policy Group are:

EOC Director: The EOC Director oversees the City's emergency response and recovery efforts, determining the operational period and setting priorities for that period.

EOC Deputy Director: The EOC Deputy Director plays a critical supporting leadership role, working closely with the EOC Director to ensure effective coordination, communication, and response during an emergency or disaster.

Public Information Officer (PIO): The PIO ensures the accuracy, consistency, and timeliness of information provided to external agencies and the media. When multiple agencies are involved, a Joint Information Center (JIC) may be established. The PIO will coordinate with the JIC or assign a representative to facilitate information dissemination across local, state, and federal agencies. The PIO ensures that communication is culturally relevant and accessible to individuals with access and functional needs.

EOC Manager: The EOC Manager facilitates EOC operations and serves as a resource for the EOC Director and Section Chiefs.

Liaison Officer: The Liaison Officer acts as the primary contact for representatives from assisting organizations and agencies outside City government. This role ensures that external agencies coordinate their efforts to prevent independent operations that may disrupt overall response efforts. County, state, and federal emergency officials should contact the Liaison Officer to maintain operational continuity. Depending on the incident type and EOC activation level, the EOC Manager may also fulfill this role.

Access and Functional Needs (AFN) Liaison: The AFN Liaison collaborates with the Care and Shelter Branch and the PIO to ensure that emergency sheltering and communications are accessible to the entire community. This role works with government agencies, non-governmental organizations, and non-profits to provide necessary resources for evacuation centers and shelters.

Legal Officer: The City Attorney serves as the Legal Officer, advising the EOC Director on legal matters related to the incident. Additionally, the Legal Officer assists in drafting a local proclamation, if required.

Safety Officer: The Safety Officer identifies and mitigates safety hazards and potential liabilities during EOC operations. This role is responsible for ensuring a safe working environment within the EOC for all staff.

City Clerk: The City Clerk is designated as the custodian responsible for vital records and ensures accurate documentation of actions and decisions.

PURPOSE

A major disaster or enemy attack may result in significant loss of life and property, including the incapacitation of key government officials and damage to government records and facilities. Local government continuity is essential for maintaining law and order, providing essential services, and overseeing recovery operations.

Applicable portions of the California Government Code and the State Constitution authorize the continuity and preservation of state and local government functions.

RESPONSIBILITIES

Governments at all levels must ensure continuous leadership and authority in all aspects of emergency services: preparedness, response, recovery, and mitigation. Under California's Mutual Aid system, local officials maintain control of their jurisdiction's emergency operations while additional resources may be provided upon request. Effective communication of official requests, situation reports, and emergency information is essential during any disaster.

PRESERVATION OF LOCAL GOVERNMENT

Article 15 of the California Emergency Services Act (§8637-§8644) authorizes procedures to maintain the functionality of political subdivisions within the State of California. This includes the designation of standby officers for governing body members and key executive personnel. Article 15 also outlines procedures to ensure the continued functioning of political subdivisions in the event the governing body is unavailable to serve. The Emergency Services Act ensures the preservation of City and county governments in both peacetime and national security emergencies.

CITY OF PALMDALE GOVERNING BODY LINES OF SUCCESSION

The first step in assuring continuity of government is to have authorized personnel prepared to carry out emergency actions for the government in the event of a natural, technological, or national security disaster.

Article 15, Section 8638 of the Emergency Services Act authorizes governing bodies to designate and appoint three (3) standby officers for each governing body member and the chief executive, if not a governing body member. Listed below is the City's Line of Succession.

MAYOR AND COUNCIL

Referring to the City of Palmdale Municipal Code Line of Succession for Mayor during an emergency, it reads:

MAYOR AND CITY COUNCIL

1. Mayor Pro Tem
2. City Council member (one of three)
3. City Manager

ADMINISTRATION

1. City Manager
2. Assistant City Manager
3. City Attorney

TEMPORARY CITY SEAT DURING EMERGENCIES

The City's Municipal Code 2.28 and Section 23600 of the California Government Code provide that:

- The Emergency Services director and/or City Council shall designate alternate City seats or locate a facility outside the City boundaries, if necessary. Note: Real property cannot be purchased for this purpose.
- A resolution designating the alternative City seat must be filed with the Secretary of State.
- If circumstances warrant, additional sites may be designated after the original site designations.

In the event the primary location is not usable because of emergency conditions, the temporary seat of City government will be determined by the EOC Management Section/Policy Group.

EMERGENCY OPERATIONS CENTER (EOC)

The City of Palmdale's primary EOC is located at 38300 Sierra Highway, Palmdale, CA 93550.

REFERENCES

- Judicial System, Article VI, Section 1, 4, 5, and 10 of the Constitution of California.
- Local Government, Article XI, of the Constitution of California.
- Preservation of Local Government, Article 15 of the California Emergency Services Act.
- Temporary City Seat, Section 23600, Article 1 of Chapter 4 of Division 1 of Title 3 of the Government Code.
- City of Palmdale Municipal Code, Chapter 2.28 (Revised August 2024).

EMERGENCY OPERATIONS CENTER (EOC) LOCATION

The City of Palmdale's primary EOC is located at 38300 Sierra Highway, Palmdale, CA 93550.

REFERENCES

- Judicial System, Article VI, Sections 1, 4, 5, and 10 of the California Constitution.
- Local Government, Article XI of the California Constitution.
- Preservation of Local Government, Article 15 of the California Emergency Services Act.
- Temporary City Seat, Section 23600 of the California Government Code.
- City of Palmdale Municipal Code, Chapter 2.28 (Revised August 2024).

RESPONSIBILITIES

OPERATIONS SECTION

The Operations Section serves as the primary liaison between the Emergency Operations Center (EOC), field Incident Commanders, and Departmental Operating Centers (DOCs). The Operations Section Chief assigned to the EOC is responsible for receiving and processing incoming situation reports, department status updates, resource requests, and field intelligence. This information is then routed to the appropriate EOC sections, ensuring seamless communication between the EOC, field command, and DOCs.

PLANNING SECTION

The Planning Section is responsible for collecting, evaluating, disseminating, and displaying critical information. This section oversees the planning briefings and prepares operational period action plans in coordination with other EOC sections. It also collects and processes internal EOC documents and generates advanced planning information, as needed. Technical specialists assigned to the EOC initially report to the Planning Section.

LOGISTICS SECTION

The Logistics Section provides essential support services, including facilities, personnel, resources, and other logistical needs. This section ensures the availability of necessary materials and services to support the response effort, both internally within the EOC/DOC and in the field.

FINANCE/ADMINISTRATION SECTION

The Finance/Administration Section oversees all financial and administrative functions related to the incident. Responsibilities include managing compensation, claims, and recovery efforts to ensure accurate documentation and financial accountability.

COMMON RESPONSIBILITIES

INTRODUCTION

The following checklists provide guidance for implementing the Standardized Emergency Management System (SEMS) within the EOC Management Section. The listed responsibilities should be considered before reporting to your designated assignment.

RESPONDING

- Receive a briefing from the Incident Commander, EOC Manager, or Section Chief, including instructions on ordering resources from Logistics.
- Review your position checklist for your assigned role.
- Ensure that the Incident Project Code is included on all paperwork.
- Begin your EOC 214 – Individual Work Log immediately.
- Be aware of your schedule and any required meetings.
- Review special communication instructions for phones, computers, radios, etc.

CHECKING IN

Report to the EOC located at 38300 Sierra Highway, Palmdale, CA 93550.

INITIAL BRIEFING

- Obtain an immediate briefing from the Incident Commander, EOC Manager, or Section Chief.
- Work Materials.
- Gather all necessary materials for your assignment.
- If additional resources are needed, consult the Logistics Section.
- Ensure you understand the proper procedures for ordering materials.

HEALTH AND SAFETY

- Conduct all tasks in a manner that prioritizes safety and welfare.
- Report any potential hazards to your Section Chief immediately.

SUPERVISION

- Organize and brief subordinates, ensuring they understand their roles.
- Sign all EOC 214 – Individual Work Logs before releasing staff from your section.
- Ensure all personnel are trained to operate assigned equipment before use.
- If applicable, provide staff with a briefing on the Deactivation Plan.

COMMUNICATION

- Know the assigned telephone numbers, cellular contacts, and/or radio frequencies.
- Verify that all communication equipment is functioning properly.
- Follow clear-text communication protocols (avoid using codes) for radio transmissions.
- There will be instructions on how to use the phone in your section's EOC bin.

DOCUMENTATION

- Complete and submit all required forms and reports promptly through the chain of command to the Documentation Unit in the Planning Section.
- Monitor the Planning "P" meeting schedules relevant to your shift.
- Ensure all documentation for the next operational period's EOC Action Plan is finalized.

DEACTIVATION

- Review deactivation procedures, including:
- Obtaining the EOC Section Chief's signature on your EOC 214 – Individual Work Log (if applicable).
- Submit your EOC 214 to the sign-in unit upon departure.
- Providing updated contact information upon sign-out.
- Recording the Incident Code on your timesheet before leaving.

CRITICAL INCIDENT STRESS DEBRIEFING

- Ensure that all staff have access to Critical Incident Stress Debriefing services.
- Inform staff about available Employee Assistance Programs within the City of Palmdale.



SECTION 2: OPERATIONS SECTION

GENERAL PURPOSE

The Operations Section serves as the primary liaison between the EOC and the Department Operations Center (DOC) and may be directly linked to the field Incident Command Post. The department chief assigned to the EOC Operations Section is responsible for receiving and routing situation reports, department status updates, resource requests, and field intelligence to the appropriate EOC sections. The Operations Section also ensures the dissemination of relevant information to DOCs and field incident command, as needed.

The Operations Section enhances the City of Palmdale's emergency response capability by implementing support efforts in alignment with the EOC Action Plan. Key priorities include:

- Protecting life and property.
- Executing the objectives of the EOC Action Plan.
- Providing support for incident response operations.
- Coordinating with other EOC sections.
- Supplying up-to-date incident information to the Situation Status Unit within the Planning Section.
- Ensuring accurate and culturally relevant public information dissemination.
- Assisting with rumor control efforts.

OVERVIEW

The primary responsibility of the Operations Section is to support the tactical operations of response elements engaged in the incident. These elements may include:

- Fire/Rescue/Hazardous Materials (Los Angeles County)
- Law Enforcement (Los Angeles County Contract Agency)
- Care and Shelter Unit
- Public Works Branch
- Building and Safety Unit
- Utility Unit
- Transportation Unit

The Operations Section is responsible for the coordination of support elements applied to the incident. Elements can include alerting and warning, evacuation, sheltering and infrastructure protection, to name a few. The Operations Section carries out the objectives of the EOC Action Plan and requests additional resources, as needed.

ALERT AND WARNING AND PUBLIC INFORMATION

The City of Palmdale coordinates with the County of Los Angeles to ensure whole community comprehensive communication. Depending on the situation, numerous forms of alerts and warnings may be required to reach the entire population, including those without hearing, eyesight or speaking a different language. The types of important information to deliver to access and functional needs populations include:

- Location of shelters and food
- Availability of transportation
- Healthcare locations

Considerations for these specific populations will be addressed prior to a disaster event and communicated to the affected populations in coordination with the County Office of Emergency Management and other collaborating partners.

Preparations for these specific populations are made in advance and communicated in collaboration with the County Office of Emergency Management and other partners.

CONCEPT OF OPERATIONS

During an incident, the Operations Section will operate under the following frameworks:

- The Standardized Emergency Management System (SEMS).
- Existing City departmental operating guidelines, unless modified by the EOC Director and/or City Council.

Operational periods will typically span 12-hour intervals unless otherwise determined by the EOC Director and Planning Section Chief.

SECTION ACTIVATION PROCEDURES

The EOC Director has the authority to activate the Operations Section. The Operations Section Chief will determine the need for specialized branches or units based on current and projected requirements. Potential branches and units include:

- Fire/Rescue/Hazardous Materials (Los Angeles County)
- Law Enforcement (Los Angeles County Contract Agency)
- Care and Shelter Unit
- Public Works Branch
- Building and Safety Unit
- Utility Unit
- Transportation Unit

The Operations Section Chief may activate additional units, as necessary.

OPERATIONS SECTION CHIEF

The Operations Section Chief, a member of the EOC Director's general staff, is responsible for coordinating City operations in support of emergency response efforts. Responsibilities include:

- Assessing/Understanding the current situation.
- Forecasting resource needs.
- Ensuring accurate reporting from all Operations branches.
- Representing Operations branches in Action Planning and Operations meetings.
- Developing alternative strategies for resource procurement and management to support incidents.
- Maintaining communication with all EOC sections.
- Confirming information for the Situation Status Unit in the Planning Section timely.
- Ensuring Operations and field personnel understand the ordering procedure.

FIRE/RESCUE/HAZARDOUS MATERIALS BRANCH

The Fire Rescue/Hazardous Material Branch coordinates personnel, equipment, and resources for fire response, field medical support, search and rescue, and hazardous materials for the incident. It also collaborates with the Incident Commander when Mutual Aid resources are requested.

LAW BRANCH

The Law Branch oversees evacuations, law enforcement operations, traffic management, security, and access control in affected areas. It also coordinates Mutual Aid resources with the County Sheriff's Department and assumes coroner duties as needed or requested.

PUBLIC WORKS BRANCH

This Public Works Branch manages and coordinates public works-related functions, including public infrastructure, utilities, and services, assisting with traffic control, search and rescue, water supply, and transportation needs. The branch also assists other functions, such as traffic issues, search and rescue, communications, water and transportation.

TRANSPORTATION UNIT

The Transportation Unit in the Branch coordinates emergency transportation of personnel, equipment, and supplies.

BUILDING AND SAFETY UNIT

The Building and Safety Unit is responsible for assessing all City-owned and private structures damaged in an incident. If Mutual Aid is required, the Building and Safety unit leader requests resources directly through the state.

UTILITY UNIT

The Utility Unit works with the City of Palmdale's local energy company to ensure power is provided.

CARE AND SHELTER UNIT

The Care and Shelter Branch provides support to disaster victims, coordinating with the American Red Cross and volunteer organizations. In the event that the incident involves the Operational Area, the City will work with the county OEM EOC in providing care and shelter resources. In the event the incident is widespread, and the American Red Cross is unable to assist with care and shelter, the Parks and Recreation Department will assist. The Parks and Recreation Director or designee will work with the Operations Section Chief to find a city facility to serve as an evacuation center for evacuees, then use City vehicles to transport evacuees to the nearest shelter or center.

COMMON RESPONSIBILITIES

INTRODUCTION

The following position checklists are intended to provide guidance for the application of the Standardized Emergency Management System (SEMS) for the Emergency Operations Center (EOC) Management section.

Common Responsibilities are those that are to be considered before arriving at your designated location.

RESPONDING

- Receive a briefing from the Incident Commander, EOC Manager, or Section Chief, including instructions on ordering resources from Logistics.
- Review your position checklist for your assigned role.
- Ensure that the Incident Project Code is included on all paperwork.
- Begin your EOC 214 – Individual Work Log immediately.
- Be aware of your schedule and any required meetings.
- Review special communication instructions for phones, computers, radios, etc.

CHECKING IN

Determine the location where you will be assigned. Your check-in location can be at one of the following locations:

- Primary EOC – 38300 Sierra Hwy, #A – City Hall.
- Secondary EOC – 39110 3rd St. East – Maintenance Yard.
- DOC Departmental Operating Centers:
- Public Works DOC – 39110 3rd St. East – Maintenance Yard.
- Incident Command Post (ICP).

INITIAL BRIEFING

Obtain an immediate briefing from the Incident Commander, EOC Manager, or Section Chief.

WORK MATERIALS

- Gather all necessary materials for your assignment.
- If additional resources are needed, consult the Logistics Section.
- Ensure you understand the proper procedures for ordering materials.

HEALTH AND SAFETY

- Conduct all tasks in a manner that prioritizes safety and welfare.
- Report any potential hazards to your Section Chief immediately.

SUPERVISION

- Organize and brief subordinates, ensuring they understand their roles.
- Sign all EOC 214 – Individual Work Logs before releasing staff from your section.
- Ensure all personnel are trained to operate assigned equipment before use.
- If applicable, provide staff with a briefing on the Deactivation Plan.

COMMUNICATION

- Know the assigned telephone numbers, cellular contacts, and/or radio frequencies.
- Verify that all communication equipment is functioning properly.
- Follow clear-text communication protocols (avoid using codes) for radio transmissions.
- There will be instructions on how to use the phone in your section's EOC bin.

DOCUMENTATION

- Complete and submit all required forms and reports promptly through the chain of command to the Documentation Unit in the Planning Section.
- Monitor the Planning "P" meeting schedules relevant to your shift.
- Ensure all documentation for the next operational period's EOC Action Plan is finalized.

DEACTIVATION

- Review deactivation procedures, including:
  - o Obtain the EOC Section Chief's signature on your EOC 214 – Individual Work Log (if applicable).
  - o Submit your EOC 214 to the sign-in unit upon departure.
  - o Provide updated contact information upon sign-out.
  - o Record the Incident Code on your timesheet before leaving.

CRITICAL INCIDENT STRESS DEBRIEFING

- Ensure that all staff have access to Critical Incident Stress Debriefing services.
- Inform staff about available Employee Assistance Programs within the City of Palmdale.

More specific sectional position checklists begin on the following pages.

POPULATION CONSIDERATIONS

In addition to the various types of AFN populations, each disability or access and functional need may require additional steps for alert and warning, evacuation and care, and shelter operations. The list below identifies some access and practical need issues and the corresponding other steps that may need to be taken during disaster operations.

CARE AND SHELTER

Shelters should be individually evaluated for AFN compliance. The City of Palmdale is responsible for sheltering. However, the City will collaborate with the County Department of Social Services and American Red Cross (ARC) for care and shelter functions within the City and will assist in completing the required shelter surveys to determine their respective AFN compliance.

In the City of Palmdale, not all shelters are suitable for AFN populations. Each shelter will be surveyed before use at the discretion of the Logistics section and Facility unit within the EOC. Care and shelter units will work with the facilities unit to identify pet-friendly shelter locations in compliance with California AB 781.

The specifications of the identified facilities during an emergency operation will be communicated to the OA and AFN representative within the City's EOC. Note: This does not include considerations for the medically fragile population.

OTHER ACCESS AND FUNCTIONAL NEEDS ADDITIONAL CONSIDERATIONS AND STEPS

PLANNING ASSUMPTIONS

The City of Palmdale Division of Emergency Services (OES) is the primary agency responsible for integrating Access and Functional Needs (AFN) considerations into the City of Palmdale Emergency Operations Plan (EOP). This effort is supported by local community organizations to ensure inclusivity and accessibility in emergency planning.

During a disaster, the AFN Liaison will coordinate resources and response efforts within the City Emergency Operations Center (EOC) to address the needs of individuals requiring additional assistance. The AFN evacuee population may need support in key areas, such as alert and warning systems, transportation and evacuation, and care and sheltering. Due to limited local resources, the City will collaborate with the County Public Health Department, the Disability Community Resource Center, and other partners to provide interpreters, healthcare personnel, and housing managers to assist affected community members.

Local healthcare organizations will play a vital role in AFN services, working in coordination with the Operational Area. Strong collaboration and partnerships with functional needs stakeholders, including community-based, faith-based, and non-profit organizations, will enhance the community's capacity for preparedness, response, recovery, and mitigation efforts.

Some individuals with functional needs may be evacuated without or become separated from essential durable medical supplies and specialized equipment (e.g., wheelchairs, walkers, telephones). To ensure their well-being, emergency managers and shelter providers must make every reasonable effort to provide or facilitate access to these critical resources.

In planning for emergencies, all these individual differences make it essential for every household and everyone to consider what they need in their plans and supplies. A few examples of considerations for tailoring plans and supplies include:

- Households with children should understand the school's plan for where the children will stay safe if adults in the household need to shelter in other locations until the immediate hazard is over.
- Individuals who are deaf or hard of hearing should ensure they can receive emergency alerts and warnings in an accessible form.
- Individuals who require accessible transportation should work with their local paratransit and disability service providers to make an emergency plan.
- People who speak languages other than English may need to identify sources of alerts, warnings and information about community plans in other languages.
- People without vehicles should know local plans for public transportation and may need to arrange transportation from local governments, organizations or others.
- Households with infants should plan for food and supplies for infants and nursing mothers.
- People with dietary needs should have an adequate emergency food supply to meet their needs.
    - o People who take medications should maintain an adequate supply and copies of their prescriptions.
    - o People with service animals should work with local emergency management to ensure that their service animal will be admitted to shelters during emergencies (as required by law) and ensure their emergency kit supplies include food and other items for their service animal.
    - o People who require power for medical or other assistive devices should consider how they will maintain the use of these devices if there is a loss of control. Keep extra batteries for small devices (for example, hearing aids and cell phones) and consider obtaining and learning how to use a generator for home use and carrying a charger when away from home, especially when loss of power may jeopardize health or safety.



SECTION 3: PLANNING/INTELLIGENCE SECTION

GENERAL PURPOSE

The Planning Section gathers and analyzes information from various sources, including all activated Departmental Operations Centers (DOCs). It verifies and updates internal Emergency Operations Center (EOC) information and displays. The Section is responsible for overseeing planning meetings and preparing the EOC Action Plan for each operational period. Additionally, it collects and processes EOC documentation and prepares advanced planning information as needed. Technical specialists assigned to the EOC will initially be part of the Planning Section. The Planning Section also develops the EOC Deactivation Plan. The Planning Section Chief reports directly to the EOC Director.

OVERVIEW

The primary responsibilities of the Planning Section include collecting, evaluating, displaying, and disseminating incident information and resource status. It serves as the primary support for decision-making within the emergency organization and provides anticipatory appraisals, assessments and action plans to adapt to changing field events, including developing a Deactivation Plan upon EOC activation.

OBJECTIVES

The Planning Section ensures that safety/damage assessment information is compiled, assembled and reported in an expeditious manner to the various EOC sections and the County. The Planning Section is also responsible for the detailed recording (Documentation Unit) of the entire response effort and the preservation of these records during and following the disaster.

The Planning Section will accomplish the following specific objectives during an incident:

- Provide support to all sections.
- Collect initial situational and safety/damage assessment information.
- Display situational and operational status information in the EOC using maps and visual aids.
- Disseminate confirmed information to the EOC Director, EOC Manager, Public Information Officer, General Staff, and the County Emergency Operations Center.
- Prepare summary safety/damage assessment reports for dissemination to EOC sections, City departments, and the County EOC, serving as the Operational Area (OA) and Regional Operations Center, as part of the Initial Damage Assessment (IDA).
- Ensure accurate incident recording and documentation.
- Prepare the City's EOC Action Plan for each operational period.
- Assist the EOC Manager with documentation for the City's After-Action/Improvement Plan Report.
- Maintain accurate documentation of all actions taken to preserve records for recovery efforts.
- Develop the Deactivation Plan for inclusion in the EOC Operational Period Action Plans.
- Lead Action Planning meetings and After-Action briefings.

CONCEPT OF OPERATIONS

The Planning Section will operate under the following policies:

- Adherence to the Standardized Emergency Management System (SEMS).
- Compliance with existing City and departmental operating procedures unless modified by the City Council or EOC Director.
- All on-duty personnel must remain on duty until properly relieved.
- Operational periods will be 12 hours, changing at 0600 (6:00 a.m.) and 1800 (6:00 p.m.), and will be event-driven.

SECTION ACTIVATION PROCEDURES

The EOC Director is authorized to activate the Planning Section. The Planning Section Chief is responsible for staff call-back for section branches and units.

INITIAL EOC ACTION PLAN

The Emergency Operations Center (EOC) action planning process is an essential tool used in managing major emergencies. The EOC action planning process is key to ensuring that the entire organization is focused and acting as a unified, coordinated body. There must be a clear understanding of the objectives, time frame (operational period), EOC Sections and individual branch/unit leaders are tasked to complete the overall organizational objectives and priorities.

Under the Incident Command System (ICS), the term Incident Action Plan (IAP) is the norm in the field. However, in the City of Palmdale, the term EOC Action Plan (EAP) is utilized at the EOC level. EAPs and IAPs provide a coherent means of communicating the overall incident objectives in the contexts of both operational and support activities. It is important to note that in the initial activation of the EOC, an Initial EOC Action Plan (IEAP) will be developed with the Management Section and General Section Chief.

IMPORTANCE OF WRITTEN EOC ACTION PLANS (EAPS)

Written EAPs provide critical information, including but not limited to:

- A mission statement.
- A clear statement of objectives and actions.
- A basis for measuring work and cost-effectiveness.
- A framework for tracking progress and accountability.
- Documentation of planned event flow.

OPERATIONAL PERIODS

Operational periods, generally set at 12 hours in the City of Palmdale, depend on factors, such as:

- Time required to achieve objectives.
- Availability of fresh resources.
- Future resource needs.
- Environmental conditions (e.g., light, weather).
- Safety considerations.

Most jurisdictions strive to adjust to 12-hour operational periods once the first operational period is completed. If possible, the first operational period should extend through essential life safety issues. The 12-hour operational periods should also conform to day or night operations (i.e., 6 a.m. to 6 p.m. and from 6 p.m. to 6 a.m.). Operational periods will be at the discretion of the EOC Director and Planning Section Chief.

MANAGEMENT BY OBJECTIVES

Management by objectives represents an approach that is communicated throughout the entire organization.

- This approach includes:
- Establishing overarching objectives.
- Developing and issuing assignments, plans, and protocols.
- Setting specific, measurable objectives for incident management.
- Documenting performance and facilitating corrective actions.

OBJECTIVES THAT ARE MEASURABLE

EOC Action Plans identify measurable objectives. Measurable objectives ensure the fulfillment of incident management and support goals. Overarching objectives are set by the Management Section and communicated to all EOC members.

ESSENTIAL ELEMENTS IN THE WRITTEN EOC ACTION PLAN

For an Action Plan to be effective, it must include the essential elements listed below:

- List of Objectives – Statement of expected achievement(s). Objectives must be attainable, measurable and flexible. This information is listed on the Section Objectives form for each EOC section. The information is then incorporated into the EOC Action Plan.
- Organization – Elements of the EOC sections that will be active and in place for the next operational period. This information is listed by staff name and a section on the EOC Action Plan in the Organization Chart.
- Supporting Material – Includes maps, weather information, special information, the communications plan, medical plan and any other special data. A copy of the EOC Action Plan will then be distributed throughout the organization.

RESPONSIBILITIES FOR ACTION PLANNING

The Planning Section Chief is responsible for scheduling and leading the Action Planning meeting whenever the EOC is activated, and follow-on shifts are required. The EOC Action Plan is developed by the Planning Section, agreed upon by the Management and General Section Chiefs, and then approved by the EOC Director. All Section Chiefs will direct the actual implementation of the EOC Action Plan. The Planning Section Chief has the responsibility for providing an appropriate number of copies of the draft and final EOC Action Plan for distribution. The EOC Manager will be responsible for distributing the EOC Action Plan to outside organizations involved in the incident, including the County's Office of Emergency Management.

AFTER-ACTION/IMPROVEMENT PLAN

An After-Action/Improvement Plan (AAR/IP) is made available to all interested public safety and emergency management organizations and serves the following important functions:

- A record of response activities.
- An identification of challenges and successes during operations.
- A description and plan of action for implementing improvements.

An After-Action Plan emphasizes the improvement of emergency management operations/support at all levels. The AAR/IP provides a vehicle not only for documenting system improvements but can also, if desired, provide a work plan for how these improvements can be implemented and the staff/department responsible.

It is useful to coordinate the After-Action/Improvement Plan process when multiple agencies/jurisdictions are involved in the same emergency. Jurisdictions are encouraged to work together in the development of the AAR/IP when appropriate and feasible. For example, the County, as the Operational Area, may take the lead in coordinating the development of an AAR/IP that involves several jurisdictions. If appropriate, jurisdictional reports may become part of an overall county AAR/IP.

Note that California Procedures and Regulations-Section 2450 (a) of the SEMS Regulations states that, "Any city, city and county, or county declaring a local emergency for which the governor proclaims a state of emergency, and any state agency responding to that emergency shall complete and transmit an after-action report to the Governor's Office of Emergency Services within ninety (90) days of the close of the incident period as specified in the California Code of Regulations, section 2900(q).

COMMON RESPONSIBILITIES

The following position checklists are intended to provide guidance for the application of the Standardized Emergency Management System (SEMS) for the EOC Planning Section. Common Responsibilities are those that are to be considered before arriving at your designated location.

RESPONDING

Receive a briefing from the Incident Commander, EOC Manager, or Section Chief, including instructions on ordering resources from Logistics.

- Review your position checklist for your assigned role.
- Ensure that the Incident Project Code is included on all paperwork.
- Begin your EOC 214 – Individual Work Log immediately.
- Be aware of your schedule and any required meetings.
- Review special communication instructions for phones, computers, radios, etc.

CHECKING IN

Determine the location where you will be assigned. Your check-in location can be at one of the following locations:

- Primary EOC – 38300 Sierra Hwy, #A – City Hall.
- Secondary EOC – 39110 3rd St. East – Maintenance Yard.
- DOC Departmental Operating Centers:
  - o Public Works DOC – 39110 3rd St. East – Maintenance Yard.
  - o Incident Command Post (ICP).

INITIAL BRIEFING

- Obtain an immediate briefing from the Incident Commander, EOC Manager, or Section Chief.

WORK MATERIALS

- Gather all necessary materials for your assignment.
- If additional resources are needed, consult the Logistics Section.
- Ensure you understand the proper procedures for ordering materials.

HEALTH AND SAFETY

- Conduct all tasks in a manner that prioritizes safety and welfare.
- Report any potential hazards to your Section Chief immediately.

SUPERVISION

- Organize and brief subordinates, ensuring they understand their roles.
- Sign all EOC 214 – Individual Work Logs before releasing staff from your section.
- Ensure all personnel are trained to operate assigned equipment before use.
- If applicable, provide staff with a briefing on the Deactivation Plan.

COMMUNICATION

- Know the assigned telephone numbers, cellular contacts, and/or radio frequencies.
- Verify that all communication equipment is functioning properly.
- Follow clear-text communication protocols (avoid using codes) for radio transmissions.
- There will be instructions on how to use the phone in your section's EOC bin.

DOCUMENTATION

- Complete and submit all required forms and reports promptly through the chain of command to the Documentation Unit in the Planning Section.
- Monitor the Planning "P" meeting schedules relevant to your shift.
- Ensure all documentation for the next operational period's EOC Action Plan is finalized.

DEACTIVATION

- Review deactivation procedures, including:
  - o Obtain the EOC Section Chief's signature on your EOC 214 – Individual Work Log (if applicable).
  - o Submit your EOC 214 to the sign-in unit upon departure.
  - o Provide updated contact information upon sign-out.
  - o Record the Incident Code on your timesheet before leaving.

CRITICAL INCIDENT STRESS DEBRIEFING

- Ensure that all staff have access to Critical Incident Stress Debriefing services.
- Inform staff about available Employee Assistance Programs within the City of Palmdale.

PLANNING SECTION CHIEF

The Planning Section Chief is a member of the EOC Director's general staff and is responsible for the Initial Action Planning meeting. The Planning Section Chief has management responsibility for all planning activities relating to response, deactivation, and recovery operations. The Planning Section Chief assists the EOC Director in the development of the EOC Action Plan.

The Planning Section Chief will determine, based on present and projected requirements, the need to establish specific and/or specialized branches/groups/units. The following may be established as the need arises:

- Situation Status Unit
- GIS Unit
- Documentation Unit
- Advanced Planning Unit
- Resource Management Unit

The Planning Section Chief may activate additional branches/groups/units as necessary to fulfill an expanded role.

SITUATION STATUS UNIT

The Situation Status Unit is responsible for collecting, confirming, validating and organizing all incident status and situation information. The Unit is also responsible for the evaluation, analysis and display of information for use by EOC staff.

GEOGRAPHIC INFORMATION SYSTEMS (GIS) UNIT

The Geographic Information Systems (GIS) Unit plays a critical role in supporting decision-making and situational awareness during an emergency or disaster response.

DOCUMENTATION UNIT

The Documentation Unit is responsible for initiating and coordinating the preparation of the City's EOC Action Plans and After-Action Reports, maintaining accurate and complete incident files, establishing and providing copying services to the EOC personnel and preserving incident files for legal, analytical and historical purposes. The Documentation Unit also serves as the scribe for the Planning Section Chief for all Action Planning and Operations meetings, as appropriate.

ADVANCED PLANNING UNIT

The Advanced Planning Unit is responsible for developing reports and recommendations for future time periods and for preparing reports and briefings for use in strategy and/or planning meetings. The Advanced Planning Unit will also work with EOC Sections to determine staffing levels for sustained operations and reports to the Planning Section Chief and EOC Director. This unit makes recommendations for Mutual Aid for EOC staff and resources as appropriate.

RESOURCE MANAGEMENT UNIT

The Resources Management Unit is responsible for maintaining detailed tracking records of resource allocation and uses (i.e., resources already in place, resources requested but not yet on the scene, and estimates of future resource needs), for maintaining logs and invoices to support the documentation process and for resource information displays in the EOC. The unit cooperates closely with:

- Operations Section to determine resources currently in place and needed.
- Planning Section to provide resource information to the EOC Action Plan.
- Finance Section supporting reimbursement tracking.

TECHNICAL SPECIALISTS

Technical Specialists are subject matter experts with special skills needed to support a function not addressed elsewhere or by any other discipline. A technical specialist (who may or may not be an employee of the City) may report to the Planning Section Chief and will function within an existing unit, such as the Situation Status Unit, form a separate unit if required, or be reassigned to other parts of the organization (e.g., Operations, Logistics or Finance/Administration). This is an as-needed position.

SECTION 4:
LOGISTICS SECTION

GENERAL PURPOSE

The purpose of this document is to enhance the City of Palmdale's emergency response capability by establishing logistical protocols for managing personnel and equipment in support of field operations. If an Incident Management Team (IMT) is dispatched, equipment and supplies for fire incidents will be ordered through the IMT Logistics Section.

The priorities of response are to:

- Protect life and property.
- Provide operational and logistical support to emergency response personnel while optimizing resource utilization.
- Support other sections of the City's emergency response team.
- Support the restoration of essential services and systems.

OVERVIEW

The EOC Director has the authority and responsibility to direct all EOC activity. The EOC Director may delegate authority to perform logistical functions. Logistics Section positions will vary depending on the objectives for the operational period. The positions listed are the more common Logistics Section positions. Note: some of these positions may be activated at a single staff level or as a unit, group, or branch level, depending upon the level of activation, the work to be accomplished, and the number of personnel needed.

The Logistics Section's primary responsibility is to ensure the acquisition and mobilization of resources to support the response effort at the disaster site(s). This Section provides all necessary personnel, supplies and equipment procurement support. Methods for obtaining and using facilities, equipment, supplies, services, and other resources to support emergency response at all operational sites during emergency/disaster conditions will be the same as those used during normal operations unless authorized by the EOC Director or emergency orders of the City Council.

OBJECTIVES

The Logistics Section ensures that all operational sections receive necessary support throughout an incident. All personnel, equipment, supplies, or services required by other sections will be procured through the Logistics Section.

The Logistics Section will accomplish the following specific objectives during an incident:

- Collect information from other sections to assess needs and prepare for expected operations.
- Coordinate logistical support with the EOC Director.
- Prepare reports detailing Logistics Section activities.
- Determine and plan for the City's immediate and long-term logistical support needs, particularly in communications.
- Maintain accurate documentation of all actions taken and items procured to ensure compliance with State and FEMA reimbursement requirements.
- Track all deployed and deactivated resources.
- Assist the Deactivation Unit with the Deactivation Plan.

CONCEPT OF OPERATIONS

The Logistics Section will operate under the following policies during an incident:

- Adherence to the Standardized Emergency Management System (SEMS).
- Compliance with Logistics Departmental Operating Center procedures unless modified by the EOC Director.
- Operational periods will be 12 hours during disaster response, with shifts determined by event conditions.
- Requests for resources beyond the City's capability will follow the chain from the County's Office of Emergency Services to the State Regional Operation Center and finally to the State Operation Center.
- Mutual Aid requests will be submitted through the appropriate channels.

SECTION ACTIVATION PROCEDURES

The EOC Director is authorized to activate the Logistics Section.

COMMON RESPONSIBILITIES

INTRODUCTION

The following position checklists are intended to provide guidance for the application of the Standardized Emergency Management System (SEMS) for the Emergency Operations Center (EOC) Logistics Section.

Common Responsibilities are those that are to be considered before arriving at your designated location.

RESPONDING

- Receive a briefing from the Incident Commander, EOC Manager, or Section Chief, including instructions on ordering resources from Logistics.
- Review your position checklist for your assigned role.
- Ensure that the Incident Project Code is included on all paperwork.
- Begin your EOC 214 – Individual Work Log immediately.
- Be aware of your schedule and any required meetings.
- Review special communication instructions for phones, computers, radios, etc.

CHECKING IN

Determine the location where you will be assigned. Your check-in location can be at one of the following locations:

- Primary EOC – 38300 Sierra Hwy, #A – City Hall.
- Secondary EOC – 39110 3rd St. East – Maintenance Yard.
- DOC Departmental Operating Centers:
  - o Public Works DOC – 39110 3rd St. East – Maintenance Yard.
  - o Incident Command Post (ICP).

INITIAL BRIEFING

Obtain an immediate briefing from the Incident Commander, EOC Manager, or Section Chief.

WORK MATERIALS

- Gather all necessary materials for your assignment.
- If additional resources are needed, consult the Logistics Section.
- Ensure you understand the proper procedures for ordering materials.

HEALTH AND SAFETY

- Conduct all tasks in a manner that prioritizes safety and welfare.
- Report any potential hazards to your Section Chief immediately.

SUPERVISION

- Organize and brief subordinates, ensuring they understand their roles.
- Sign all EOC 214 – Individual Work Logs before releasing staff from your section.
- Ensure all personnel are trained to operate assigned equipment before use.
- If applicable, provide staff with a briefing on the Deactivation Plan.

COMMUNICATION

- Know the assigned telephone numbers, cellular contacts, and/or radio frequencies.
- Verify that all communication equipment is functioning properly.
- Follow clear-text communication protocols (avoid using codes) for radio transmissions.
- There will be instructions on how to use the phone in your section's EOC bin.

DOCUMENTATION

- Complete and submit all required forms and reports promptly through the chain of command to the Documentation Unit in the Planning Section.
- Monitor the Planning "P" meeting schedules relevant to your shift.
- Ensure all documentation for the next operational period's EOC Action Plan is finalized.

DEACTIVATION

- Review deactivation procedures, including:
  - o Obtain the EOC Section Chief's signature on your EOC 214 – Individual Work Log (if applicable).
  - o Submit your EOC 214 to the sign-in unit upon departure.
  - o Provide updated contact information upon sign-out.
  - o Record the Incident Code on your timesheet before leaving.

CRITICAL INCIDENT STRESS DEBRIEFING

- Ensure that all staff have access to Critical Incident Stress Debriefing services.
- Inform staff about available Employee Assistance Programs within the City of Palmdale

LOGISTICS SECTION CHIEF

The Logistics Section Chief, a member of the EOC Director's general staff, is responsible for providing all support requirements needed to sustain emergency operations, including facilities, transportation, communications, supplies, equipment maintenance, and personnel support. This role ensures that all resources are acquired, mobilized, and tracked efficiently and that responders have the tools and services they need to operate effectively.

The Logistics Section Chief will determine, based on present and projected requirements, the need for establishing specific and/or specialized units. The following will be established as the need arises:

- Facilities/Staging Area Unit
- IT/Communication Unit
- Personnel Unit
- Volunteer/Donation Management
- Supply/Procurement Unit
- Food and Water Unit

FACILITIES/ STAGING AREA UNIT

The Facilities/Staging Area Unit is responsible for ensuring that adequate facilities are provided for the response efforts, including securing access to facilities and providing furniture, supplies and materials necessary. This also includes, if appropriate, working with the Care & Shelter Unit if evacuation sheltering or center is needed. This Staging Area Unit works with fire and law enforcement to establish, coordinate, and manage staging areas for emergency response operations.

IT/COMMUNICATION UNIT

The IT/Communications Unit is responsible for managing all radio, data, information systems and telephone needs of the City, EOC and all activated DOCs and/or Incident Command Posts if requested.

PERSONNEL UNIT

Personnel Unit: Manages non-fire and non-law enforcement Mutual Aid personnel requests, records and documents registered volunteers, and handles City staff and EOC personnel issues, as well as oversees volunteer and donation management.

Volunteer and Donation Unit reports to Personnel Unit and is responsible for coordinating the receipt, management, and distribution of donated goods and services, as well as organizing and registering volunteers and deploying volunteers to support emergency response and recovery operations as requested by first responders or affiliated agencies.

SUPPLY/PROCUREMENT UNIT

The Supply/Procurement Unit is responsible for obtaining equipment and supplies to support emergency operations and arranging for delivery of those resources and for administering all financial matters pertaining to purchases, vendor contracts, leases, fiscal agreements and tracking expenditures. The Unit is also responsible for identifying sources of equipment, preparing and signing equipment rental agreements, and processing all administrative paperwork associated with equipment rental and supply contracts, including incoming and outgoing Mutual Aid resources.

FOOD AND WATER UNIT

The Food and Water Unit is responsible for ensuring the provision, procurement, and distribution of food, water, and related supplies to support personnel, emergency responders, and displaced populations during an incident.



SECTION 5: FINANCE/ADMINISTRATION SECTION

GENERAL PURPOSE

The purpose of this section is to enhance the City of Palmdale's capability to respond effectively to emergencies by providing financial support and coordination to the EOC. It also ensures the recovery of costs as permitted by federal and state laws.

The priorities of this section are to:

- Protect life and property.
- Ensure financial continuity for the City.
- Cooperate with other emergency response team sections.
- Document all costs for recovery.
- Develop a plan to capture all reimbursable costs related to the incident.
- Maintain a positive image for the City in its interactions with the community.

Finance/Administrative positions will vary depending upon the need of the EOC Director for support. Note that in the EOC, the Finance Section Chief and Sign-In unit will be activated at a Level 2 or Level 3 EOC activation. Other units will be activated depending on the objectives to be accomplished.

OVERVIEW

The primary responsibility of the Finance/Administration Section is to maintain, to the greatest extent possible, the financial systems necessary for City operations during an incident.

These systems include:

- Timekeeping/Sign-In
- Cost and Recovery Unit
- Compensation & Claims

The Section also supervises vendor contract negotiations and administration. The extent of section mobilization depends on the severity of the incident. In minor emergencies, only parts of the Section will activate, while widespread disasters may require full mobilization.

OBJECTIVES

The Finance/Administration Section acts in a support role in all incidents to ensure that all required records are preserved for future use with the state and FEMA filing requirements through the maintenance of proper and accurate documentation of all actions. To carry out its responsibilities, the Finance/Administration Section will accomplish the following objectives during an incident:

For all incidents:

- Notify the other EOC Sections and City departments of the Disaster. The Accounting System is to be used for the incident.
- Determine the extent to which the computer systems are accessible and/or usable.
- Determine if the City's bank can continue handling financial transactions.
- Maintain, as best as possible, the financial continuity of the City (payroll, payments and revenue collection).
- Upon declaration of a disaster by the City or County, coordinate with state and/or federal disaster agencies to initiate the cost recovery process.
- Coordinate with the other sections and departments in the collection and documentation of costs pertaining to the incident.
- Coordinate with the disaster assistance agencies for the required inspections, documentation, audits and other necessary work to recover costs.
- Attend all state and/or federal disaster recovery briefings.

For incidents where computer and banking systems remain accessible and operational:

- Inform the other EOC Sections and departments that the payroll and payments processing will be handled on a "business-as-usual" basis, except that the Disaster Accounting System will be used for incident-related costs.
- Continue with objectives.

For incidents where the City's computer systems and/or banking systems are either inaccessible or unusable for a short period of time (i.e., less than one week):

- Inform the other EOC sections and departments that payroll and payments will be on hold for a short time and that processing will continue on a normal basis as of a specified date.
- Continue with objectives.

For incidents where the City's computer and/or bank systems are either inaccessible or unusable for an extended period of time (i.e., one week or more):

- Inform the other EOC Management section/Policy Group that disaster accounting procedures will be necessary for the next payroll and all critical payments.
- Activate other Finance/Administration section units as necessary.
- Continue with objectives.

CONCEPT OF OPERATIONS

The Finance/Administration Section will operate under the following policies during an incident as the situation dictates:

- Adherence to the Standardized Emergency Management System (SEMS).
- Compliance with existing City fiscal procedures unless modified by the City Council or EOC Director.
- For incidents that leave the accounting systems accessible and usable, normal working hours will be retained for all but the Cost Recovery Documentation unit. This unit will function on the schedule determined necessary to perform its objectives.
- For incidents that render the accounting systems either inaccessible or unusable for any period of time, appropriate personnel in the activated units will be scheduled to work on an operational period basis to be determined by the Finance/Administration Section Chief.

SECTION ACTIVATION PROCEDURES

AUTHORIZATION

The EOC Director or designee is responsible for activating the Finance/Administration Section.

WHEN TO ACTIVATE

The Finance/Administration Section will be activated during any EOC activation. The Finance/Administration Section's Cost Recovery Documentation unit may continue to function when the EOC has been deactivated.

In all cases, the Cost Recovery Documentation unit will be activated. Other units will be activated only as conditions necessitate. Invariably, these other conditions will mean that the EOC will also be activated.

The Finance/Administration Section Chief will activate the various units of the Finance/Administration Section as the incident situation develops.

All Units will be notified when there is a warning of an impending or developing incident.

In the event of a major, widespread incident that disrupts normal communication channels, all Units in the Finance/Administration Section are to assume activation and are to report to their assigned emergency location.

COMMON RESPONSIBILITIES

The following position checklists are intended to provide guidance for the application of the Standardized Emergency Management System (SEMS) for the Emergency Operations Center (EOC) Finance/Administration Section.

Common Responsibilities are those that are to be considered before arriving at your designated location.

RESPONDING

- Receive a briefing from the Incident Commander, EOC Manager, or Section Chief, including instructions on ordering resources from Logistics.
- Review your position checklist for your assigned role.
- Ensure that the Incident Project Code is included on all paperwork.
- Begin your EOC 214 – Individual Work Log immediately.
- Be aware of your schedule and any required meetings.
- Review special communication instructions for phones, computers, radios, etc.



CHECKING IN

Determine the location where you will be assigned. Your check-in location can be at one of the following locations:

- Primary EOC – 38300 Sierra Hwy, #A – City Hall.
- Secondary EOC – 39110 3rd St. East – Maintenance Yard.
- DOC Departmental Operating Centers:
  - o Public Works DOC – 39110 3rd St. East – Maintenance Yard.
  - o Incident Command Post (ICP).

INITIAL BRIEFING

- Obtain an immediate briefing from the Incident Commander, EOC Manager, or Section Chief.

WORK MATERIALS

- Gather all necessary materials for your assignment.
- If additional resources are needed, consult the Logistics Section.
- Ensure you understand the proper procedures for ordering materials.

HEALTH AND SAFETY

- Conduct all tasks in a manner that prioritizes safety and welfare.
- Report any potential hazards to your Section Chief immediately.

SUPERVISION

- Organize and brief subordinates, ensuring they understand their roles.
- Sign all EOC 214 – Individual Work Logs before releasing staff from your section.
- Ensure all personnel are trained to operate assigned equipment before use.
- If applicable, provide staff with a briefing on the Deactivation Plan.

COMMUNICATION

- Know the assigned telephone numbers, cellular contacts, and/or radio frequencies.
- Verify that all communication equipment is functioning properly.
- Follow clear-text communication protocols (avoid using codes) for radio transmissions.
- There will be instructions on how to use the phone in your section's EOC bin.

DOCUMENTATION

- Complete and submit all required forms and reports promptly through the chain of command to the Documentation Unit in the Planning Section.
- Monitor the Planning "P" meeting schedules relevant to your shift.
- Ensure all documentation for the next operational period's EOC Action Plan is finalized.



DEACTIVATION

- Review deactivation procedures, including:
  - o Obtain the EOC Section Chief's signature on your EOC 214 – Individual Work Log (if applicable).
  - o Submit your EOC 214 to the sign-in unit upon departure.
  - o Provide updated contact information upon sign-out.
  - o Record the Incident Code on your timesheet before leaving.

CRITICAL INCIDENT STRESS DEBRIEFING

- Ensure that all staff have access to Critical Incident Stress Debriefing services.
- Inform staff about available Employee Assistance Programs within the City of Palmdale.

The Finance/Administration Section Chief determines the need for specialized units based on incident requirements. In certain functional areas, such as procurement, a functional unit need not be established if only one person works in the unit. In that case, the normal procurement officer would be assigned rather than designated a unit. As part of the Finance/Administrative Section, the Sign-In Unit will always be activated at a Level 2 or Level 3 EOC activation.

The following will be established as the need arises:

- Cost Recovery /Analysis Documentation Unit
- Timekeeping/Sign-In Unit
- Compensation/Claims Unit

The Finance/Administration Section Chief may activate additional Units as needed to support an expanded role in emergency response and recovery.

FINANCE/ADMINISTRATION SECTION CHIEF

The Finance/Administration Section Chief is a member of the EOC general staff and is responsible for all financial, administrative and cost analysis aspects of the emergency. It also supports the response and recovery phases for the disaster/emergency. This includes ensuring that the payroll and revenue collection process continues and that all reimbursable costs are captured.

COST RECOVERY/ANALYSIS DOCUMENTATION UNIT

The Cost Recovery/Analysis Documentation Unit should be activated at the onset of any incident and is responsible for executing procedures to capture and document costs relating to the disaster/emergency, maintaining the accounting system, liaising with the disaster assistance agencies, coordinating the recovery of costs as allowed by law and maintaining accurate and timely documentation in support of financial recovery. The Unit is also responsible for providing cost analysis data for the incident to help the planning and recovery efforts. The Unit must ensure that all pieces of equipment and personnel that require payments are properly identified; obtain and record all cost data; analyze and prepare estimates of incident costs; and maintain accurate records of incident costs. As recovery proceeds, the Unit will keep the EOC Director aware of the total cost of the incident.

TIME KEEPING UNIT

The Time Keeping Unit is responsible for working with all department liaisons and divisions to ensure field units track hours, mileage and equipment used by personnel and volunteers; preparing daily personnel time recording documents; ensuring compliance with any applicable agency time policies; ensuring that time and equipment records identify the scope and location of work in a manner consistent with initial damage and safety assessment records and collecting and processing applicable time records.

The Time Unit also manages the Sign-In Unit within the EOC.

Sign-In is responsible for:

- Distributing and collecting of all AP-214 Individual Work Logs from each EOC section staff. All EOC-214 forms should have the EOC staff member and EOC Section Chief's signature on them before acceptance.
- Ensuring that all incoming staff, visitors and volunteers sign the appropriate sheets.
- Ensuring that staff, agencies and volunteers assigned to the EOC sign the appropriate sign-in sheet.
- Organizing all EOC-214, matching them to the sign-in sheets and submitting all sign-in sheets to the Planning section's Documentation unit at the end of the operational period.

COMPENSATION/CLAIMS UNIT

The Compensation/Claims Unit is responsible for managing the investigation and compensation of physical injuries and property damage claims arising out of the emergency/disaster; completing all forms required by worker's compensation programs and local agencies; maintaining a file of injuries and illnesses associated with the incident and for issuing checks upon settlement of claims.

PART 4

ADMINISTRATION



SECTION 1: ADMINISTRATION, FINANCE AND LOGISTICS

EMERGENCY PROCLAMATIONS

There are three types of emergency proclamations in California: Local Emergency Proclamation, State of Emergency, and State of War Emergency. During a State of Emergency or a State of War Emergency, the Governor assumes complete authority over all state government agencies. For detailed information on emergency declarations, gubernatorial powers, and jurisdictional authorities, refer to the California Emergency Services Act.

LOCAL EMERGENCY

A Local Emergency may be proclaimed by the Palmdale City Council as per Section 2.28 of the City's Municipal Code. If the Emergency Services Director or designee proclaims a Local Emergency, it must be ratified by the City Council within seven days. The governing body must review the emergency status at regularly scheduled meetings every 60 days until termination (California Emergency Services Act, Chapter 7, Article 14, §8630(c)).

A Local Emergency must be terminated by resolution once conditions warrant. Proclamations are issued in response to actual incidents or threats that pose extreme peril to people and property due to natural, technological, or intentional causes.

The proclamation of a Local Emergency grants the governing body legal authority to:

- Request the Governor to proclaim a State of Emergency, if necessary, through the Operational Area.
- Issue or suspend orders and regulations necessary for protecting life and property, including imposing curfews within designated boundaries.
- Provide Mutual Aid to affected areas per local ordinances, emergency plans, or agreements.
- Request state agencies, through the Los Angeles County Operational Area, to provide Mutual Aid.
- Require emergency services from any local official or employee.
- Requisition necessary personnel and materials from any local department or agency.
- Obtain and, if necessary, commandeer vital supplies and equipment for public use.
- Impose penalties for violating lawful orders.
- Conduct emergency operations without incurring legal liability for performance or non-performance (Article 17 of the Emergency Services Act provides certain privileges and immunities).

STATE OF EMERGENCY

The Governor may proclaim a State of Emergency under the following conditions:

- Disaster or extreme peril threatens public safety due to natural, technological, or intentional incidents.
- Local authorities request state intervention.
- Local authorities are incapable of managing the emergency independently.

Whenever the Governor proclaims a State of Emergency:

- Mutual Aid shall be rendered in accordance with approved emergency plans when the need arises in any city or county for outside assistance.
- The Governor shall, to the extent deemed necessary, have the right to exercise all police power vested in the state by the Constitution and the laws of the State of California within the designated area.
- Jurisdictions may command the aid of citizens as deemed necessary to cope with an emergency.
- The Governor may suspend the provisions of orders, rules, or regulations of any state agency and any regulatory statute or statute prescribing the procedure for conducting state business.
- The Governor may commandeer or make use of any private property or personnel (other than the media) in carrying out the responsibilities of his office.
- The Governor may promulgate issues and enforce orders and regulations deemed necessary.

STATE OF WAR EMERGENCY

When the Governor proclaims a State of War Emergency, or if a State of War Emergency exists, all provisions associated with a State of Emergency apply. Additionally, all state agencies and political subdivisions are required to comply with the lawful orders and regulations of the Governor, which are made or given within the limits of their authority as provided for in the California Emergency Services Act Article 3 Powers of the Governor.

Under SEMS, special districts are considered local governments and are included in emergency planning. The City Emergency Organization, following SEMS, coordinates with:

- The Operational Area
- Los Angeles County
- Special Districts
- Other Cities
- The State of California
- The Federal Government

The National Incident Management System (NIMS provides a consistent nationwide template to enable federal, state, local and tribal governments, the private sector and non-governmental organizations to work together effectively. NIMS also enables these entities to efficiently prepare for, prevent, respond to and recover from domestic incidents, regardless of cause, size, or complexity, including acts of catastrophic terrorism.

MUTUAL AID

Mutual Aid, including personnel, supplies and equipment, is provided in accordance with the California Master Mutual Aid Agreement. The private sector is an essential part of the emergency organization. Businesses and industries own or have access to substantial response and support resources. Community-Based Organizations (CBOs) or Non-Governmental Organizations (NGOs) provide valuable resources before, during and after a disaster. These resources can be effective assets at any level. OES is a partner with the Los Angeles County Emergency Network (ENLA). ENLA will have a connection to the OA EOC through the county's EOP.

MUTUAL AID SYSTEM

The Mutual Aid system supports agencies or jurisdictions when a local area, such as the City of Palmdale, determines that its resources are insufficient to effectively manage an emergency, disaster, or major incident. In such cases, the Logistics Section will reach out to the Los Angeles County (Operational Area) EOC to request assistance. The County EOC will then coordinate the Mutual Aid request. If the County is unable to fulfill the request, it will escalate the need to the state for further support.

THE CALIFORNIA MASTER MUTUAL AID SYSTEM

Statewide Mutual Aid is voluntary aid provided between and among local jurisdictions and the state under the terms of the California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA) as provided for in the California Emergency Services Act. The MMAA creates a formal structure wherein each jurisdiction retains control of its own facilities, personnel and resources, but may also receive or render assistance without the expectation of reimbursement to other jurisdictions within the state.

A statewide Mutual Aid system, operating within the framework of the MMAA, allows for the mobilization of resources to and from local governments, Operational Areas, regions and states to provide requesting agencies with adequate resources. The system includes several discipline-specific Mutual Aid agreements, such as fire and rescue, law, medical, building and safety, coroners, emergency managers (EMMA) and public works. These systems are consistent with NIMS and SEMS at all levels. In addition to the Mutual Aid agreements that are in place within the State of California, the governor signed the Emergency Management Assistance Compact (EMAC), which allows California to participate with the other states in a nationwide Mutual Aid system.

MUTUAL AID REGIONS MUTUAL AID

Regions I-VI were established in California under the Emergency Services Act and each contains designated counties. The OA is located in Mutual Aid Region I, which is in the Cal EMA Southern Administrative Region.

MUTUAL AID CHIEF

To facilitate Mutual Aid, discipline-specific Mutual Aid systems work through designated Mutual Aid Chiefs at the Operational Area, regional and state levels. The basic role of a Mutual Aid Chief is to receive Mutual Aid requests, coordinate the provision of resources from within the Chief's geographic area of responsibility, and pass on unfilled requests to the next level. Mutual Aid requests that do not fall into one of the discipline-specific Mutual Aid systems are handled through the emergency services Mutual Aid system by emergency management staff at the local government, Operational Area, regional and state levels. In the OA, this would be coordinated through the local OEM. The Mutual Aid System Chief at an EOC may be located in various functional elements (sections, branches, groups, or units) or serve as an agency representative, depending on how the EOC is organized and the extent to which it is activated.

PARTICIPATION IN VOLUNTEER, NON-GOVERNMENTAL AND PRIVATE AGENCIES

Volunteer, non-governmental and private agencies may participate in the Mutual Aid system along with governmental agencies. For example, the Disaster Medical Mutual Aid system relies heavily on private sector involvement for medical/health resources. Agencies/jurisdictions emergency preparedness partnerships, including volunteer agencies, such as the American Red Cross, Salvation Army, Disaster Communications Services, community and faith-based organizations, and others, are an essential element of local, state and national emergency response to meet the needs of disaster victims. Volunteer agencies and non-governmental organizations mobilize volunteers and other resources through their own systems.

They also may identify resource needs that are not met within their own systems that would be requested through the Mutual Aid system.

MUTUAL AID SYSTEMS AND AUTHORITIES

Agencies/jurisdictions may have pre-existing Mutual Aid agreements with other entities or levels of government. These agreements are in addition to existing Mutual Aid systems. Examples of Mutual Aid assistance may be provided under one or more of the following authorities:

- California Disaster and Civil Defense Master Mutual Aid Agreement (MMAA) (PDF)
- California Fire and Rescue Master Mutual Aid Plan (PDF)
- California Law Enforcement Mutual Aid Plan
- California Coroner's Mutual Aid Plan (PDF)
- California Emergency Managers Mutual Aid Plan (PDF)
- California Medical and Health Mutual Aid Plan (PDF)
- National Emergency Management Assistance Compact (EMAC)
- County Emergency Ordinance 2.68 California Emergency Services Act

DISASTER SERVICE WORKERS

The City of Palmdale staff are automatically designated as Disaster Service Workers (DSWs) during a disaster and assist in response and recovery efforts. Per Government Code Title I, Division 4, Chapter 8 (§3100-§3109) and Labor Code Part I, Division 4, Chapters 1 and 10:

- All public employees and registered volunteers of an accredited disaster council are DSWs.
- Public employees include all state, county, city, and special district employees.
- Additional volunteers can be quickly registered as DSWs, granting them Workers' Compensation and liability coverage.

The Community Programs Division of the Parks and Recreation Department maintains a list of pre-registered volunteers affiliated with the City's EOC. It is imperative that local governments maintain duplicate records of all information necessary for the restoration of normal operations. This process of record retention involves off-site storage of vital computerized and paper-based data that can be readily accessible.

PRESERVATION OF VITAL RECORDS

Each City department is responsible for preserving its vital records. The Information Technology Manager and relevant division managers oversee record protection per departmental Standard Operating Guidelines.

Vital records are defined as those records that are essential to:

- Protect and preserve the rights and interests of individuals, governments, corporations and other entities. Examples include vital statistics, land and tax records, license registers and articles of incorporation.
- Conduct emergency response and recovery operations. Records of this type include utility system maps, locations of emergency supplies and equipment, Emergency Management Plans and procedures, personnel rosters, etc.
- Reestablish normal governmental functions and protect the rights and interests of the government. Constitutions and charters, statutes and ordinances, court records, official proceedings and financial records would be included.

Records should be stored in secure, disaster-resistant locations to ensure post-disaster accessibility. Such action will ensure that constitutions and charters, statutes and ordinances, court records, official proceedings and financial records will be available following any disaster. Each department within the City should identify, maintain and protect their essential records.

AFTER-ACTION REPORTS (AARS)

SEMS regulations require local governments to complete an After-Action Report (AAR) for each Governor-proclaimed emergency. AARs must be submitted within 120 days of the incident or gubernatorial proclamation. Under Title XIX, Division 2, Chapter 1, Section 2450(a), jurisdictions responding to a Local Emergency with a State of Emergency or State of War Emergency declaration must transmit an AAR to CalOES within 90 days of the emergency's conclusion. AARs will be submitted through LAC OEM if requested by Cal OES.

The identification of corrective actions is critical to the AAR process. Jurisdictions are strongly encouraged to make recommendations for correcting problems noted in the response/recovery effort or during exercises and training. Corrective actions may encompass detailed recommendations for improving individual agency plans and procedures to broader system-wide improvements.

PUBLIC AWARENESS AND EDUCATION

Public awareness and education programs are essential for successful emergency response efforts. Pre-disaster education ensures that communities understand hazards, emergency response protocols, and personal preparedness steps. These programs must be well-planned and coordinated among local, state, and federal agencies.

Public awareness and education prior to any emergency are crucial to successful public information efforts during and after the emergency. Pre-disaster awareness and education programs must be viewed as being equally important to all other preparations for emergencies and must receive an adequate level of planning. These programs must be coordinated among local, state, and federal officials to ensure their contribution to emergency preparedness and response operations.

HAZARD MITIGATION

Across the United States, natural, intentional, and technological disasters have led to increasing levels of death, injury, property damage, and the disruption of business and government services. The impact on families and individuals can be immense, and damage to businesses can result in significant regional economic consequences. The time, money and effort required to respond to and recover from disasters divert public resources and attention from other important programs and priorities.

The impact of expected, yet often unpredictable, natural and human-caused events can be reduced through proactive planning. History has shown that it is more cost-effective to prevent disaster damage than to repeatedly repair damage after a disaster occurs. A mitigation plan outlines the aspirations and specific actions that jurisdictions intend to implement to reduce vulnerability and exposure to future hazard events.

On October 30, 2000, the President signed into law the Disaster Mitigation Act of 2000 (DMA2K). DMA2K amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act by adding Section 322—Mitigation Planning. Section 322 places further emphasis on local mitigation planning, requiring local governments to develop and submit hazard mitigation plans by November 1, 2004, as a condition of receiving funding from the Hazard Mitigation Grant Program (HMGP) and other mitigation project grants.

Additional information regarding recommended mitigation actions and projects can be found in the City of Palmdale's adopted Hazard Mitigation Plan.

CITY MITIGATION GOALS

The authority to create mitigation plans is derived from Public Law 106-390, Section 322, commonly known as the Disaster Mitigation Act of 2000 (DMA2K)—and the associated Interim Final Rule, 44 CFR Parts 201 and 206, published in the Federal Register on February 26, 2002. This federal law and its related regulations establish planning and funding criteria for states and local communities, serving several purposes, including:

- Enhancing Public Awareness and Understanding – Educating City residents about natural hazards that threaten public health, safety, economic stability, and the operational capabilities of essential institutions.
- Providing a Decision-Making Tool for Management – Equipping local government, business, industry, and community leaders with the necessary information to address vulnerabilities and enhance disaster preparedness.
- Promoting Compliance with State and Federal Requirements – Enabling Los Angeles County and its incorporated cities to maximize state and federal grant opportunities that support the development of comprehensive hazard mitigation plans.
- Strengthening Local Policies for Hazard Mitigation – Establishing a policy framework for implementing effective mitigation actions to create a more disaster-resilient future.
- Ensuring Inter-Jurisdictional Coordination – Facilitating collaboration among participating jurisdictions within the county to ensure cohesive mitigation efforts.
- Achieving Regulatory Compliance – Qualifying local jurisdictions for federal pre- and post-disaster funding by complying with DMA2K and its regulations (44 CFR Section 201.6). DMA2K requires that State Hazard Mitigation Plans (HMPs) be updated every three years and the City of Palmdale's HMP every five years. The Palmdale HMP uses a five-year planning horizon, meaning that its assumptions, goals, and objectives will be reassessed and resubmitted for approval every five years. Section 6.0 of the County's Multi-Jurisdictional HMP outlines an aggressive approach to ensuring ongoing implementation, evaluation, monitoring, and updates.

DEFINITION OF MITIGATION

Mitigation refers to sustained actions taken to reduce or eliminate long-term risk to people and property from hazards and their effects. Hazard mitigation directs attention and resources toward jurisdictional policies and actions that provide long-term benefits. Educating the public about potential hazards enables counties and cities to protect themselves and make informed decisions regarding residential, commercial, and recreational site locations.

The primary focus of hazard mitigation is assessing and avoiding identified risks, implementing loss-reduction measures for existing vulnerabilities and ensuring critical services and facilities remain operational during disasters. Hazard mitigation strategies and measures may include:

- Avoiding losses by limiting new developments in identified hazard areas.
- Altering hazards by reducing their frequency or severity.
- Averting hazards by redirecting their impact through structural solutions.
- Adapting to hazards by modifying structures or standards to enhance resilience.

Federal legislation has historically provided funding for disaster preparedness, relief, recovery, and mitigation. The Disaster Mitigation Act of 2000 (DMA2K) enhances the effectiveness of mitigation programs by promoting sound planning. This legislation underscores the importance of mitigation planning, particularly for pre-disaster preparedness, by establishing a national pre-disaster hazard mitigation program and new requirements for the Hazard Mitigation Grant Program (HMGP).

IMPLEMENTATION AND RESPONSIBILITIES

Section 322 of DMA2K specifically addresses mitigation planning at the state and local levels. It introduces new provisions that allow HMGP funds to be used for planning activities and increases available funding for states with comprehensive, enhanced mitigation plans established before disasters occur. State governments have key responsibilities in implementing Section 322, including:

- Preparing and submitting standard or enhanced state mitigation plans.
- Reviewing and updating state mitigation plans every three years.
- Providing technical assistance and training to local governments to help them develop mitigation plans and apply for HMGP grants.
- Reviewing and approving local mitigation plans if the state has been designated a managing state with an approved enhanced plan.

DMA2K encourages collaboration between state and local authorities to facilitate proactive disaster planning. It rewards state and local pre-disaster planning efforts and promotes sustainability as a strategy for disaster resistance. This cooperative planning approach ensures local, and state governments can accurately articulate their mitigation needs, resulting in faster allocation of funding and more effective risk reduction initiatives.

Following each Presidential Disaster Declaration, the FEMA Regional Director and the Governor execute a Federal/State Agreement, including hazard mitigation provisions. Under this agreement, the State commits to:

- Evaluating natural hazards in the disaster area and recommending appropriate mitigation actions.
- Following up with applicants to ensure the implementation of hazard mitigation actions.
- Assisting applicants in developing and submitting Hazard Mitigation Plans (HMPs) for FEMA concurrence.
- Reviewing and updating disaster mitigation sections within emergency plans as needed.

A state and local hazard mitigation officer is appointed to oversee mitigation efforts. These officials form a hazard mitigation survey team responsible for the following:

- Identifying significant hazards in affected areas, with priority given to disaster-related hazards.
- Evaluating the impacts of these hazards and recommending mitigation measures.

Using data from Disaster Survey Reports (DSRs), the survey team conducts site visits to assess damage and determine appropriate mitigation actions. The team ensures adequate coordination among federal, state, and local stakeholders. The survey team also prepares an HMP, which is submitted to FEMA through the Governor's authorized representative within 180 days of a Presidential Disaster Declaration.

The HMP aims to:

- Recommend hazard mitigation measures for local, state, and federal agencies.
- Establish short- and long-term planning frameworks for implementing hazard mitigation initiatives.

SECTION 2:
RECOVERY OPERATIONS

The City of Palmdale and its special districts will play a critical role in recovery operations following a disaster. Citizens will have specific needs that must be met before they can resume their pre-disaster lives. Key recovery services include:

- Assessing the extent and severity of damage to homes and property.
- Restoring essential community services, such as water, food, and medical assistance.
- Repairing damaged homes and property.
- Restoring businesses.
- Providing professional counseling for those experiencing mental distress due to sudden changes caused by the disaster.

Local government can support individuals, families, and businesses by ensuring these services are available and seeking additional resources as needed. Recovery begins at the onset of an incident and consists of two phases: short-term and long-term recovery.

SHORT-TERM RECOVERY

Short-term recovery operations begin during the response phase of an emergency. The goal of short-term recovery is to restore local government to at least a minimum capacity. The primary objectives include:

- Rapid debris removal and cleanup.
- Restoring essential services, such as electricity, water, and sanitary systems.
- Providing emergency housing and social services.
- Re-establishing government operations.
- Repairing and clearing transportation routes.

Each department and agency will coordinate its efforts to restore utility systems and services during recovery operations. The City will ensure that debris removal and cleanup operations are expedited. On the basis of the City assessments, structures that pose a public safety concern will be demolished. For federally declared disasters, tele-registration centers may be established by the Federal Emergency Management Agency (FEMA) to assist disaster victims and businesses in applying for grants, loans and other benefits.

The City may open Local Assistance Centers (LACs) to aid in the recovery process. These centers bring together providers to assist victims with "one-stop shopping" for disaster assistance. LACs may have a wide variety of local, state and federal resources in a single location that is easily accessible to all victims. Great measures will be taken to work with the City's Access Advisory Committee (to be established) to make sure that resources are made available to victims with disabilities and access and functional needs.

LONG-TERM RECOVERY

Long-term recovery will begin during the response phase of the emergency. Long-term recovery efforts aim to restore facilities to pre-disaster conditions and mitigate future risks. Key objectives include:

- Coordinating hazard mitigation activities.
- Restoring or reconstructing public facilities.
- Coordinating social and health service delivery.
- Reviewing and improving land use planning.
- Enhancing emergency management strategies.
- Restoring the local economy to pre-disaster levels.
- Recovering disaster response costs.
- Integrating mitigation strategies into recovery planning and operations.

Participating agencies will handle the long-term recovery activities on their own, except for improvements made in the City's EOP. Changes to the EOP will be coordinated with all participating members of the City Emergency Operations Center and the County EOC. Each affected jurisdiction will also be responsible for its own approach to mitigation, which could include zoning variances, building code changes, plan reviews, seismic safety elements and other land use planning techniques.

With public safety as a primary concern, rapid recovery may require adjustments to policies and procedures to streamline the recovery process. The City will strive to coordinate and employ hazard mitigation actions in all activities to ensure a reduction of vulnerability to future disasters. The City will also strive to restore essential facilities to at least their pre-disaster condition by retrofitting, repairing, or reconstructing them during long-term recovery operations.

RECOVERY OPERATIONS ORGANIZATION

Recovery operations in the City of Palmdale will be managed by the City's Finance Department and Emergency Services Administrator. The City Manager will convene regular meetings with the City Executive Management team, Emergency Services Manager, key personnel, and representatives from affected facilities to make policy decisions and share updates on recovery progress. Various City departments will be responsible for specific recovery functions throughout the recovery process.

RECOVERY DAMAGE/SAFETY ASSESSMENT

The recovery damage/safety assessment is the basis for determining the type and amount of state and/or federal financial assistance necessary for recovery. As part of Operations, an Initial Damage Estimate (IDE) is developed during the emergency response phase to support a request for a local proclamation and for the state to request a presidential declaration through the Palmdale and Los Angeles County Emergency Operations Center (LAC OEM). During the recovery phase, this assessment is refined to a more detailed level. This detailed damage/safety assessment is needed to apply for the various disaster financial assistance programs. A list of mitigation priorities is listed in the City of Palmdale's currently adopted Hazard Mitigation Plan.

DOCUMENTATION

Accurate documentation is critical for recovering eligible emergency response and recovery costs. Damage assessment records are critical to determine eligibility for disaster assistance programs. Under the California Disaster Assistance Act (CDAA), documentation is required for damage sustained to the following:

- Public buildings, roads, streets and bridges.
- Flood control and irrigation works.
- Other essential infrastructure.

Under federal disaster assistance programs, documentation must be obtained regarding damages sustained to:

- Roads.
- Water control facilities.
- Public buildings and related equipment.
- Public utilities.
- Facilities under construction.
- Recreational and park facilities.
- Educational institutions.
- Certain private and non-profit facilities.

RECOVERY DISASTER ASSISTANCE

Debris removal and emergency response costs incurred by the affected entities should also be documented for cost recovery purposes under the federal programs. It will be the responsibility of the City and special districts to collect documentation of this damage and submit it to the recovery manager for their jurisdiction.

The documented information should include the location and extent of damage and estimates of costs for debris removal, emergency work, and repairing or replacing damaged facilities to a non-vulnerable and mitigated condition. The cost of compliance with building codes for new construction, repair and restoration should also be documented. The cost of improving facilities may be covered by federal mitigation programs.

Documentation is key to recovering expenditures related to emergency response and recovery operations. Documentation must begin at the field response level and continue throughout the operation of the EOC as the disaster unfolds.

RECOVERY DISASTER ASSISTANCE

Individual citizens and private businesses will also seek access to recovery programs. Local governments may activate Local Assistance Centers (LACs) to centralize services and resource referrals to address the needs of disaster victims. State funding may be available for eligible LAC operations. Historically, LACs have proven to be a key factor for successful recovery. LACs serve as:

- Resource facilities for recovery information and services.
- Community-based service hubs.
- Facilities managed by local government and staffed by private non-profits and government agencies.

Additionally, Disaster Recovery Centers (DRCs) may be activated by federal agencies to provide recovery information, including FEMA and Small Business Administration (SBA) programs. DRCs serve as:

- Fixed or mobile resource facilities for FEMA and SBA programs.
- Facilities managed by the federal government.
- Locations staffed by FEMA, Cal OES, SBA, and other relevant agencies.

SECTION 3: PLAN MAINTENANCE AND DEVELOPMENT

The City's Division of Emergency Services is responsible for maintaining and updating the Emergency Operations Plan (EOP) every three years or following a significant activation, in accordance with FEMA's Comprehensive Planning Guide 101 (CPG101) (November 2010). The EOP is reviewed and updated through collaboration with City staff, external agencies, and stakeholders. Following review by all department directors, the EOP is made available for public comment. After incorporating feedback, the EOP is submitted to the County's Office of Emergency Management along with a state-approved EOP Crosswalk. Upon county approval, the City's OES presents the EOP to the City Council for adoption. Once adopted, the City Manager signs and dates the Letter of Promulgation included in the EOP.

The primary objective of the EOP is to facilitate efficient and timely responses to emergencies. While planning is critical, preparedness also requires ongoing training and exercises at all government levels to ensure emergency operations personnel are ready for activation.

The Homeland Security Exercise and Evaluation Program (HSEEP) is a capabilities- and performance-based exercise framework that provides standardized methodologies and terminology for designing, conducting, evaluating, and improving exercises. Recognizing its importance, all signatories agree to participate in scheduled HSEEP exercises.

TRAINING AND EXERCISES

Training and exercises are essential to ensure that public officials, emergency response personnel, and the public are operationally prepared. As part of the emergency management training curriculum, personnel with emergency responsibilities are encouraged to complete courses outlined in the Standardized Emergency Management System (SEMS) Approved Course of Instruction (ACI) and the National Incident Management System (NIMS) integration criteria.

TRAINING

Cal OES offers training for emergency managers and first responders through its California Specialized Training Institute (CSTI). Each agency is responsible for maintaining training and exercise records to demonstrate self-certification and compliance with SEMS and NIMS. The objective is to train and educate public officials, emergency response personnel, and the public, with exercises serving as the most effective method for staff preparedness in emergency management.

EXERCISES

Exercises allow personnel to become familiar with procedures, facilities, and systems used during emergencies. State agencies and local jurisdictions should plan for or participate in an all-hazards exercise program that includes emergency management and response personnel from multiple disciplines and jurisdictions.

Exercises should:

- Be as realistic as possible.
- Emphasize the application of standardized emergency management procedures.
- Be based on risk assessments, including credible threats, vulnerabilities, and consequences.
- Involve non-governmental organizations and the private sector when appropriate.
- Incorporate SEMS and NIMS principles.
- Address continuity of operations.
- Consider individuals with disabilities and others with access and functional needs.

Types of exercises include:

- Seminars/Workshops: Low-stress, informal discussions introducing policies, plans, and procedures.
- Drills/Tests: Regular exercises to maintain operational readiness of personnel and equipment, such as tests of warning systems and the Emergency Alert System.
- Tabletop Exercises: Cost-effective sessions designed to evaluate policies, plans, and coordination responsibilities in a low-stress setting.
- Functional Exercises: Assess specific capabilities, such as communications, public evacuations, or medical response.
- Full-Scale Exercises: Simulations of actual emergencies to evaluate the operational effectiveness of emergency management personnel and systems.

The federal government, through FEMA, promulgates the Homeland Security Exercise and Evaluation Program (HSEEP), which is a standardized methodology for exercise design, development, conduct, evaluation and improvement to ensure Homeland Security and terrorist response capabilities are adequately tested and exercised. Any jurisdiction that receives certain Homeland Security grant funding may be required to develop an HSEEP-compliant training and exercising plan. Additional information can be found at the Homeland Security Exercise and Evaluation Program website. The City's OES participates in and utilizes the HSEEP materials for scheduled exercises and training.

SECTION 4: REFERENCES AND AUTHORITIES

REFERENCES

- Judicial System, Article VI, Section 1, 4, 5, and 10 of the Constitution of California.
- Local Government, Article XI of the Constitution of California.
- Preservation of Local Government, Article 15 of the California Emergency Services Act (Chapter 7 of Division 1 of Title 2 of the Government Code).
- Temporary City Seat, Section 23600, Article 1 of Chapter 4 of Division 1 of Title 3 of the Government Code.
- The City of Palmdale Municipal Code, Chapter 2.28 (Revised August 2024).

AUTHORITIES

The following laws and regulations provide emergency authorities for conducting and/or supporting emergency operations:

LOCAL

- Emergency Management – Municipal Code 2.28.
- Adoption of the Standardized Emergency Management System (SEMS)- Resolution 95-035 adopted February 28, 1995.
- Adoption of the National Incident Management System (NIMS) – Resolution 06-081 adopted September 26, 2006.
- Los Angeles County Multi-Jurisdictional (HMP) was adopted in August 2017 by the County Board of Supervisors. It was adopted on August 15, 2017, by the City of Palmdale.

STATE

- California Emergency Services Act (Title 2, CCR, Chapter 7 of Division 1).
- Standardized Emergency Management System (SEMS) Regulations Title 2, CCR, Chapter 1 of Division 2 and CGC §8507 et. seq.
- California Governor's Executive Order S-2-05.
- Hazardous Materials Area Plan Regulations, Title 19, CCR, Chapter 4, Division 2, Article 3, §2720-2728 and California Health and Safety Code, Division 20, Chapter 6.97, Section 25503.5.
- California Department of Water Resources Flood Control Code §128.
- California Disaster and Civil Defense Master Mutual Aid Agreement.
- "Good Samaritan" Liability (see Part Three, Supporting Documents).
- California Emergency Plan.
- California Natural Disaster Assistance Act (Chapter 7.5, Division 1, Title 2 of the Government Code).
- California Health and Safety Code, (Division 20, Chapter 6.5, Sections 25115 and 25117), (Chapter 6.95, Sections 2550 et seq.), (Chapter 7, Sections 25600 through 25610, dealing with hazardous materials).
- Orders and Regulations which may be Selectively Promulgated by the Governor during a "State of Emergency."
- Orders and Regulations which may be Selectively Promulgated by the Governor to take effect upon the Existence of a "State of War Emergency."
- Good Samaritan Liability California Health and Safety Code, Chapter 9, Section 1799.102.
- Los Angeles County Multi-Jurisdictional Hazard Mitigation Plan (HMP) adopted September 13, 2011, by the County Board of Supervisors.

FEDERAL

- Homeland Security Presidential Directive (HSPD) – 5-2004.
- National Response Framework – January 2008.
- Disaster Mitigation Act 2000 (Public Law 106-390).
- Federal Civil Defense Act of 1950 (Public Law 920, as amended).
- Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Public Law 93-288, as amended).
- Army Corps of Engineers Flood Fighting (Public Law 84-99).

GENERAL INFORMATION: SHELTERING

SHELTERING TYPES

- Mass Care Shelters – Serves the general population.
- Medical Shelter – Provide a heightened level of medical care for people who are medically fragile. House people who require medical care that would usually be provided by medical professionals in a nursing home or hospital.
- Guiding Principle – The primary goal of sheltering and mass care is to help people stay safe, healthy and independent.

APPENDICES



APPENDIX A:
LEGAL AUTHORITIES

This section includes a reference to federal, state and local laws. The following provides emergency authorities for conducting and/or supporting emergency operations:

FEDERAL

- **Homeland Security Presidential Directive (HSPD) – 5**, National Incident Management System, National Response Plan.
- **Homeland Security Presidential Directive (HSPD) – 8**, aimed at strengthening the security and resilience of the United States through systematic preparation for the threats that pose the greatest risk to the security of the nation, including acts of terrorism, cyber-attacks, pandemics and catastrophic natural disasters.
- **Disaster Services Act of 2000 (DMA2K)**, the 2000 act amends Chapter 68 of Title 42 of the United States Code. Its provisions are titled DISASTER RELIEF - THE PUBLIC HEALTH AND WELFARE. The chapter sets forth declarations and definitions relating to disaster relief and is used as a central document for the activities of the Federal Emergency Management Agency.
- **32 CFR 185 - Department of Defense (DOD)**, national defense, military resources in support of civil authorities.
- **44 CFR – Part 206** - Federal Emergency Management Agency (FEMA) federal disaster assistance programs, emergency and major disaster declarations, disaster field offices, state and federal coordinating officers.
- **Federal Civil Defense Act of 1950 (Public Law 920)**, as amended.
- **Public Law 84-99 (U.S. Army Corps of Engineers-Flood Fighting).**
- **Robert T. Stafford Disaster Relief and Emergency Assistance Act**, P.L. 93-288 as amended.

STATE

- **Air Pollution, Health and Safety Code §42320**.
- **California Disaster and Civil Defense Master Mutual Aid Agreement Earthquake Education Act**, Public Resources Code §2805.
- **Earthquake Hazards Reduction Act**, Government Code §8871.
- **Employees Safety Act**, Labor Code §2801.
- **Emergency Services Act**, Government Code §8550.
- **Seismic Safety Act**, Health and Safety Code §16000.
- **FIRESCOPE Act**, Health and Safety Code §13070.
- **Flood Control Law**, Water Code §8000.
- **Flood Control Law of 1946**, Water Code §12800.
- **Hazardous Substance Highway Spill Containment and Abatement Act**, Vehicle Code §2450.
- **Hazardous Materials Release Response Plans and Inventory,** Health and Safety Code §25500.
- **Katz Act,** Education Code §§35295 – 35297, requires that schools plan for earthquakes and other emergencies.
- **Natural Disaster Assistance Act**, Government Code §8680.
- **Oil Refinery and Chemical Plant Safety Preparedness Act**, Government Code §51020.
- **Seismic Hazards Mapping Act**, Public Resources Act Code §2690.
- **Seismic Safety Commission Act**, Business and Professions Code §1014 CCR, Title 19, Public Safety, Division 2, Chapter 1, Standardized Emergency Management System, Code §2400.
- **CCR, Title 19**, Public Safety, Division 2, Chapter, Emergencies and Major Disaster, Code §2501.
- **CCR Title 19**, Public Safety, Division 2, Subchapter 2, Hazardous Substances Emergency Response Training, Code §2510.
- **CCR, Title 19**, Public Safety, Division 2, Chapter 6 Natural Disaster Assistance Act, Code §2900.

LOCAL

- **The City of Palmdale Municipal Code Chapter 2.28** - Civil Defense and Disaster.
- **Adoption of the Standardized Emergency Management System (SEMS)** - Resolution 95-035 adopted February 28, 1995.
- **Adoption of the National Incident Management System (NIMS)** – Resolution 06-081 adopted September 26, 2006.

EMERGENCY PLANS, STATE AGENCY PLANS

- **State of California Emergency Plan** – 2017.
- **Catastrophic Incident Base Plan** – 2008.
- **Southern California Catastrophic Earthquake Response Plan** – 2010.
- **State Continuity Program Guidance** – 2009.
- **Threat and Hazard Identification & Risk Assessment (THIRA)** – 2014.

STATE MUTUAL AID PLANS

- **California Coroners' Mutual Aid Plan.**
- **Emergency Manager Mutual Aid Plan.**
- **Fire and Rescue Mutual Aid Plan.**
- **Law Enforcement Mutual Aid Plan.**
- **Law Enforcement Mutual Aid Plan (SAR) Annex.**

APPENDIX B: EMERGENCY PROCLAMATIONS

DEFINITION OF LOCAL EMERGENCY:

"The duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a county, city and county, or city, caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake or other conditions, other than conditions resulting from a labor controversy, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat…" Section 8558(c), Chapter 7 of Division 1 of Title 2 of the Government Code.

ISSUED BY:

- Governing body of city; or
- An official designated by an adopted local ordinance (e.g., emergency services director).

PURPOSE:

- Authorizes the undertaking of extraordinary police powers;
- Provides limited immunity for emergency actions of public employees and governing bodies;
- Authorizes the issuance of orders and regulations to protect life and property (e.g., curfews);
- Activates pre-established local emergency provisions, such as special purchasing and contracting; and
- Is a prerequisite for requesting a Governor's Proclamation of a State of Emergency and/or a Presidential Declaration of an Emergency or Major Disaster.

DEADLINES:

- Issuance: Within 10 days of the occurrence of a disaster assistance will be requested through the California Disaster Assistance Act (CDAA).
- Ratification: If issued by an official designated by ordinance, it must be ratified by the governing body within seven (7) days.
- Renewal: Reviewed at regularly scheduled board/ council meetings until terminated.
- Reviewed every 14 days for governing bodies that meet weekly until terminated.
- No review to exceed 21 days from the last review.
- Termination: When conditions warranting proclamation have ended.

NOTIFICATION PROCESS:

- Local governments should notify the Operational Area (OA) and provide a copy of the local emergency proclamation as soon as possible;
- OA shall notify their state OES region and provide a copy of the proclamation as soon as possible;
- The OES region will notify the OES director and deputy directors and shall be the primary contact between the OES director, OA and the local jurisdiction for updates on any requests for assistance; and
- The OES director will respond in writing to the local government concerning the status of any requests for assistance included within the local proclamation or accompanying letter.

Note: *A local emergency proclamation and/or governor's proclamation is not a prerequisite for Mutual Aid assistance, Red Cross assistance, the federal Fire Management Assistance Grant Program, or disaster loan programs designated by the Small Business Administration or the U.S. Department of Agriculture.*

LEVELS OF DISASTER ASSISTANCE

DIRECTOR'S CONCURRENCE

- **Purpose:** The CDAA authorizes the OES director, at his discretion, to provide financial assistance to repair and restore damaged public facilities and infrastructure.
- **Deadline:** State OES must receive a request from the local government within 10 days of the incident.
- **Supporting Information Required:** Local Emergency Proclamation, Initial Damage Estimate (IDE) prepared in the Response Information Management System (RIMS) and a request from the City Mayor, Administrative Officer, or County Board of Supervisors.

GOVERNOR'S PROCLAMATION

- **Purpose:** Provides governor with powers authorized by the Emergency Services Act; authorizes OES director to provide financial relief for emergency actions and restoration of public facilities and infrastructure; prerequisite when requesting federal declaration of a major disaster or emergency.
- **Deadline:** State OES must receive a request from the local government within 10 days of the incident.
- **Supporting Information Required:** Local Emergency Proclamation, IDE prepared in RIMS and a request from the City Mayor, Administrative Officer, or County Board of Supervisors.

PRESIDENTIAL DECLARATION OF AN EMERGENCY

- **Purpose:** Supports response activities of the federal, state and local government; authorizes federal agencies to provide "essential" assistance, including debris removal, temporary housing and the distribution of medicine, food and other consumable supplies.
- **Deadline:** The governor must request on behalf of local government within 5 days after the need for federal emergency assistance is apparent.
- **Supporting Information Required:** All the supporting information required above and a governor's proclamation, certification by the governor that the effective response is beyond the capability of the state, confirmation that the governor has executed the state's emergency plan, information describing the state and local efforts, identification of the specific type and extent of federal emergency assistance needed.

PRESIDENTIAL DECLARATION OF A MAJOR DISASTER

- **Purpose:** Supports response and recovery activities of the federal, state and local government and disaster relief organizations; authorizes implementation of some or all federal recovery programs, including public assistance, individual assistance and hazard mitigation.
- **Deadline:** The governor must request a federal declaration of a major disaster within 30 days of the incident.
- **Supporting Information Required:** All the supporting information required above and a governor's proclamation, certification by the governor that the effective response is beyond the capability of the state, confirmation that the governor has executed the state's emergency plan, and identification of the specific type and extent of federal aid required.

SAMPLE PROCLAMATION

WHEREAS Ordinance No._____ of the City/County of _____ empowers the Emergency Services Director* to proclaim the existence or threatened existence of a local emergency when said City/County is affected or likely to be affected by a public calamity and the City Council/County Board of Supervisors is not in session, and; _____
WHEREAS the Emergency Services Director* of the City/County of does hereby find That conditions of extreme peril to the safety of persons and property have arisen within said City/County caused by (fire, flood, storm, mudslides, rain, wind, earthquake, drought, or other causes); which began on the day of _____, 20. and; _____

These conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of said City/County.

That the City Council/County Board of Supervisors of the City/County is not in session and cannot immediately be called into session.

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency now exists throughout said City/County, and;

IT IS FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency, the powers, functions, and duties of the emergency organization of this City/County shall be those prescribed by state law, ordinances, and resolutions of this City/County, and; That this emergency proclamation shall expire in 7 days after issuance unless confirmed and ratified by the governing body of the City/County of _____.

Dated: _____ By: _____
Emergency Services Director*
Print Name _____
Address _____

APPENDIX C: EMERGENCY OPERATIONS CENTER (EOC)

PURPOSE OF THE EOC

When a major emergency or disaster strikes, centralized emergency management is necessary. The EOC provides this needed centralized management. When activated, representatives from City departments and outside agencies, as applicable, will report to the EOC to coordinate with City policy-making decisions. While simultaneously coordinating department and outside agency activities. The City may also act as a liaison to different levels of government, which would include non-profit and non-governmental entities.

The EOC provides a centralized focus of authority and information that allows for face-to-face coordination among personnel who must set priorities for the use of resources and evaluate the need to request Mutual Aid.

The role of the EOC is to support both the Field Operations and Department Operations Centers (DOC). The Incident Commander in the field is responsible for reporting their incident status and necessary resource requests to manage the incident to the EOC or DOCs respectfully. If requests go through the department's DOC, then the DOC will communicate all incident status and resource requests to the EOC. All pertinent information is then used by the Policy Group and Planning Section to create the Initial Incident Action Plan and subsequent Action Plans for each operational period. The flow of information is shown in the chart below:

THE FOLLOWING FUNCTIONS ARE PERFORMED IN THE CITY'S EOC:

FUNCTIONS

RESPONSIBILITY

Receive and disseminate notifications of warnings to all City departments and impacted areas. If activated, the City will contact the staff duty officer of the county OEM regarding the activation status.

Emergency Services Director/EOC Manager/PIO

- Coordinate emergency operations between:
- Agencies, jurisdictions, City departments, different levels of government
- Utility companies, school districts, non-profit organizations and outside agencies
- The media
- All EOC sections
- EOC liaison
- PIO team
- Develop policies and determine if a local proclamation is needed.

Emergency Services Director/Policy Group

- Disseminate public information
- Provide legal advice.

EOC Management Section

- Prioritize emergency response and the allocation of resources.

Operations Section/ Logistics Section

- Collect intelligence and disseminate information to EOC, Departmental Operating Centers (DOC) and county EOC. The county EOC will contact state and federal agencies on behalf of the City.

Planning Section

- Coordinate the logistical support of resources and personnel and ensure the integrity of communications and information services.
- Ensure that there are policies regarding bidding regarding contract work during an emergency.
- Work with Finance to track all contracts to ensure reimbursement.

Logistics Section

- Track costs of response personnel, equipment, and damage to City property
- Coordinate the financial recovery of the City.

WHEN TO ACTIVATE THE EOC

The EOC is activated when field response agencies and/or DOCs need support during any significant incident. At the discretion of the emergency services director or designee, the EOC may be partially or fully staffed to meet the demands of the incident.

When the City's EOC is activated, the EOC manager will contact the County Office of Emergency Management and EOC director and inform them of the level of activation, including the time and place they will be convening for the initial action planning meeting and briefing.

LEVELS OF ACTIVATION

The City of Palmdale has three (3) levels of activation:

1. **Level One – Full Staff**. The level of activation would be complete and full activation, with all organizational elements at full staffing according to the Standardized Emergency Management System.
2. **Level Two – Functional Position Staffing**. Additional personnel for specific functions needed to conduct operations as designated by the Incident Commander and the emergency services director or designee. One or more of the DOCs may be activated depending on the nature of the incident. At the discretion of the emergency services director, the EOC will be set up to support the DOC(s).
3. **Level Three – Minimum Staffing**. Key personnel needed to conduct operations as designated by the Incident Commander and the emergency services director or designee. This level is usually used during a warning phase or a buildup phase. At the discretion of the emergency services director, the EOC may not be physically staffed and/or set at this level. However, the EOC may be staged and ready for activation.

Note: *All DOCs may be activated, as needed, at a Level One Activation.*

ACTIVATION/RECALL PROCEDURES

In the event of any significant incident, the sheriff or fire battalion chief will contact the emergency services director and emergency services administrator or designee. The emergency services director, in collaboration with the emergency services administrator, will determine the level of EOC activation. For incident-specific events, any employee, through their department's chain of command, may request that the emergency services director or designee activate the EOC.

Upon the decision to activate, the emergency services director will contact the Mayor and City Council (Policy Group) with the status of the incident.

APPENDIX D: MEDIA ACCESS REGULATIONS

The following are extracts from Government Codes and Regulations relating to the granting of access to the media in closed or restricted areas during incidents and disasters.

CALIFORNIA PENAL CODE

Section 409.5 Power of peace officers to close areas during emergencies; Entering or remaining within the area as misdemeanor; Exception as to newspaper representatives, etc.

(a) Whenever a menace to the public health or safety is created by a calamity including a flood, storm, fire, earthquake, explosion, accident, or other disaster, officers of the Department of the California Highway Patrol, police departments, marshal's office or sheriff's office, any officer or employee of the Department of Forestry and Fire Protection designated a peace officer by subdivision (g) of Section 830.2, any officer or employee of the Department of Parks and Recreation designated a peace officer by subdivision (f) of Section 830.2, any officer or employee of the Department of Fish and Game designated a peace officer under subdivision (e) of Section 830.2, and any publicly employed full-time lifeguard or publicly employed full-time marine safety officer while acting in a supervisory position in the performance of his or her official duties, may close the area where the menace exists for the duration thereof by means of ropes, markers, or guards to any and all persons not authorized by the lifeguard or officer to enter or remain within the enclosed area. If the calamity creates an immediate menace to public health, the local health officer may close the area where the menace exists pursuant to the conditions set forth in this section.

(b) Officers of the Department of the California Highway Patrol, police departments, marshal's office or sheriff's office, officers of the Department of Fish and Game designated as peace officers by subdivision (e) of Section 830.2, or officers of the Department of Forestry and Fire Protection designated as peace officers by subdivision (g) of Section 830.2 may close the immediate area surrounding any emergency field command post or any other command post activated for the purpose of abating any calamity enumerated in this section or any riot or other civil disturbance to any and all unauthorized persons pursuant to the conditions set forth in this section whether or not the field command post or other command post is located near to the actual calamity or riot or other civil disturbance.

(c) Any unauthorized person who willfully and knowingly enters an area closed pursuant to subdivision (a) or (b) and who willfully remains within the area after receiving notice to evacuate or leave shall be guilty of a misdemeanor.

(d) Nothing in this section shall prevent a duly authorized representative of any news service, newspaper, radio or television station, or network from entering the areas closed pursuant to this section.

APPENDIX E:
NATIONAL WEATHER SERVICE ISSUANCE PROCESS

WARNINGS

The National Weather Service (NWS) is responsible for issuing forecasts, watches and warnings for a variety of weather and water hazards. A "warning" is issued when hazardous weather poses an immediate threat to life or property. However, the process of issuing a warning varies depending on the type of hazard. This is because hazards occur on vastly different time and distance scales. For example, tornadoes typically last a matter of minutes and impact relatively small areas, while Nor'easters can produce blizzard conditions over hundreds of square miles and last for days.

When weather hazards are small and develop quickly, forecasters must rely heavily on observational data from Doppler radar, satellites and other ground-based equipment and sensors to inform them during the warning process. This would include hazards such as severe thunderstorms and flash flooding, where forecasters continuously monitor thunderstorms in real-time and determine where the largest impacts will occur. Forecaster experience and knowledge of the local area also play a large role in the warning process. For example, an understanding of the local creeks, streams, and reservoir operations would be crucial when determining whether to issue a flash flooding warning.

Tsunamis and solar events are two (2) types of hazards that also require a quick response based on monitoring various observational datasets, such as seismometers to detect earthquakes and potential tsunamis or X-ray telescopes mounted on satellites that can detect solar activity ahead of geomagnetic storms. Once the threat is detected and the forecaster determines a warning is needed, computer software is used to help quickly craft the warning and disseminate the message through several communication channels.

A slightly different approach is taken in the warning process for hazards that are larger in scale and slower evolving, such as hurricanes or low-pressure systems that produce winter storms. In these cases, the process hinges on forecasters' use and interpretation of numerical weather models. There are a multitude of numerical weather prediction models running continuously around the world. Forecasters use this computer-generated output in combination with conceptual models and statistical output to come up with the most likely solution.

Once forecasters have high enough confidence there will be significant impacts, a warning is issued as far advanced as possible for areas that are expected to see hazardous weather. It's important to note that a combination of observational datasets and numerical models are used in the warning process for all hazards. It is the forecasters' role to sift through the mountain of data, determine what's important, and issue the warning.

SPECIFIC TYPES OF ISSUANCES FOR FLOODING

WHAT IS THE DIFFERENCE BETWEEN A FLOOD WATCH AND A FLOOD WARNING ISSUED BY THE NWS?

Flash Flood Warning: Take Action! A Flash Flood Warning is issued when a flash flood is imminent or occurring. If you are in a flood-prone area, move immediately to high ground. A flash flood is a sudden, violent flood that can take from minutes to hours to develop. It is even possible to experience a flash flood in areas not immediately receiving rain.
Flash Flood Warnings are changing to an Impact-Based format to improve public response. Read the factsheet.

- **Flood Warning: Take Action!** A Flood Warning is issued when a hazardous weather event is imminent or already happening.
- **Flood Watch: Be Prepared.** A Flood Watch is issued when conditions are favorable for a specific hazardous weather event to occur (flooding). It does not mean flooding will occur, but it is possible.
- **Flood Advisory: Be Aware.** A Flood Advisory is issued when a specific weather event that is forecast to occur may become a nuisance (flooding is not expected to be bad enough to issue a warning). However, it may cause significant inconvenience, and if caution is not exercised, it could lead to situations that may threaten life and/or property.

OTHER TYPES OF ISSUANCES

- **A Dense Fog Advisory** is issued by your local NWS office when widespread dense fog develops. When this happens, visibilities frequently drop to one-quarter of a mile or less. These conditions make travel difficult. Take extra caution when on the road or avoid driving if possible.
- **A Freezing Fog Advisory** is issued by your local NWS office when fog develops and surface temperatures are at or below freezing. The tiny liquid droplets in the fog can freeze instantly on any surface, including vehicles and road surfaces. Freezing fog makes driving, boating, flying and other forms of transportation particularly hazardous. Visibilities are typically at or below one (1) mile.

The following numbers are your link to the NWS, including severe weather emergencies. Please use the numbers for their intended purpose.

NATIONAL WEATHER SERVICE
520 N. ELEVAR ST., OXNARD, CA 93030
ALL TELEPHONE NUMBERS ARE 805-988-XXXX

NUMBER	LINE	USE
6610	PUBLIC NUMBER	BUSINESS HOURS/UNRESTRICTED
6611	RECORDED WEATHER	24 HOURS/UNRESTRICTED
6623	ADMIN-WARNING COORDINATION	BUSINESS HOURS/INFORMATIONAL ONLY

The NWS may also contact your jurisdiction for more information on potentially hazardous weather situations. You are encouraged to report any unusual (funnel cloud, etc.) or other potentially hazardous weather situation to the NWS as quicly as possible. These numbers should be made available to your sheriff and fire dispatchers.

APPENDIX F: HOMELAND SECURITY PRESIDENTIAL DIRECTIVE/ HSPD-5

PURPOSE

To enhance the ability of the United States to manage domestic incidents by establishing a single, comprehensive national incident management system.

DEFINITIONS

In this directive:

- The term "**Secretary**" means the Secretary of Homeland Security.
- The term "**Federal departments and agencies**" means those executive departments enumerated in 5 U.S.C. 101, together with the Department of Homeland Security; independent establishments as defined by 5 U.S.C. 104(1); government corporations as defined by 5 U.S.C. 103(1) and the United States Postal Service.
- The terms "**State**," "**local**," and "**United States**," when it is used in a geographical sense, have the same meanings as used in the Homeland Security Act of 2002, Public Law 107-296.

POLICY

1. To prevent, prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies, the United States Government shall establish a single, comprehensive approach to domestic incident management. The objective of the United States Government is to ensure that all levels of government across the Nation have the capability to work efficiently and effectively together, using a national approach to domestic incident management. In these efforts, with regard to domestic incidents, the United States Government treats crisis management and consequence management as a single, integrated function rather than as two separate functions.
2. The Secretary of Homeland Security is the principal federal official responsible for domestic incident management. Pursuant to the Homeland Security Act of 2002, the Secretary is responsible for coordinating Federal operations within the United States to prepare for, respond to, and recover from terrorist attacks, major disasters, and other emergencies. The Secretary shall coordinate the Federal Government's resources utilized in response to or recovery from terrorist attacks, major disasters, or other emergencies if and when any one of the following four conditions applies: (1) a Federal department or agency acting under its own authority has requested the assistance of the Secretary; (2) the resources of State and local authorities are overwhelmed and Federal assistance has been requested by the appropriate State and local authorities; (3) more than one Federal department or agency has become substantially involved in responding to the incident; or (4) the Secretary has been directed to assume responsibility for managing the domestic incident by the President.
3. Nothing in this directive alters or impedes the ability to carry out the authorities of Federal departments and agencies to perform their responsibilities under law. All Federal departments and agencies shall cooperate with the Secretary in the Secretary's domestic incident management role.

4. The Federal Government recognizes the roles and responsibilities of State and local authorities in domestic incident management. Initial responsibility for managing domestic incidents generally falls on State and local authorities. The Federal Government will assist State and local authorities when their resources are overwhelmed or when Federal interests are involved. The Secretary will coordinate with State and local governments to ensure adequate planning, equipment, training, and exercise activities. The Secretary will also provide assistance to State and local governments to develop all-hazards plans and capabilities, including those of greatest importance to the security of the United States, and will ensure that State, local, and Federal plans are compatible.
5. The Federal Government recognizes the role that the private and non-governmental sectors play in preventing, preparing for, responding to, and recovering from terrorist attacks, major disasters, and other emergencies. The Secretary will coordinate with the private and non-governmental sectors to ensure adequate planning, equipment, training, and exercise activities and to promote partnerships to address incident management capabilities.
6. The Attorney General has lead responsibility for criminal investigations of terrorist acts or terrorist threats by individuals or groups inside the United States or directed at United States citizens or institutions abroad, where such acts are within the Federal criminal jurisdiction of the United States, as well as for related intelligence collection activities within the United States, subject to the National Security Act of 1947 and other applicable law, Executive Order 12333, and Attorney General- approved procedures pursuant to that Executive Order. Generally acting through the Federal Bureau of Investigation, the Attorney General, in cooperation with other Federal departments and agencies engaged in activities to protect our national security, shall also coordinate the activities of the other members of the law enforcement community to detect, prevent, preempt, and disrupt terrorist attacks against the United States. Following a terrorist threat or an actual incident that falls within the criminal jurisdiction of the United States, the full capabilities of the United States shall be dedicated, consistent with United States law and with activities of other Federal departments and agencies to protect our national security, to assisting the Attorney General to identify the perpetrators and bring them to justice. The Attorney General and the Secretary shall establish appropriate relationships and mechanisms for cooperation and coordination between their two departments.
7. Nothing in this directive impairs or otherwise affects the authority of the Secretary of Defense over the Department of Defense, including the chain of command for military forces from the President as Commander in Chief to the Secretary of Defense, to the commander of military forces, or military command and control procedures. The Secretary of Defense shall provide military support to civil authorities for domestic incidents as directed by the President or when consistent with military readiness and appropriate under the circumstances and the law. The Secretary of Defense shall retain command of military forces providing civil support. The Secretary of Defense and the Secretary shall establish appropriate relationships and mechanisms for cooperation and coordination between their two departments.
8. The Secretary of State has the responsibility, consistent with other United States Government activities, to protect our national security, to coordinate international activities related to the prevention, preparation, response, and recovery from a domestic incident and for the protection of United States citizens and United States interests overseas. The Secretary of State and the Secretary shall establish appropriate relationships and mechanisms for cooperation and coordination between their two departments.
9. The Assistant to the President for Homeland Security and the Assistant to the President for National Security Affairs shall be responsible for interagency policy coordination on domestic and international incident management, respectively, as directed by the President. The Assistant to the President for Homeland Security and the Assistant to the President for National Security Affairs shall work together to ensure that the United States' domestic and international incident management efforts are seamlessly united.
10. The Secretary shall ensure that, as appropriate, information related to domestic incidents is gathered and provided to the public, the private sector, State and local authorities, Federal departments, and agencies, and, generally, through the Assistant to the President for Homeland Security, to the President. The Secretary shall provide standardized, quantitative reports to the Assistant to the President for Homeland Security on the readiness and preparedness of the Nation — at all levels of government — to prevent, prepare for, respond to, and recover from domestic incidents.
11. Nothing in this directive shall be construed to grant to any Assistant to the President any authority to issue orders to Federal departments and agencies, their officers, or their employees.

APPENDIX G:
PUBLIC ASSISTANCE THROUGH CAL OES

Public agencies include state agencies and departments, cities, counties, city and county, school districts, community college districts, special districts and certain private non-profit agencies.

Listed below are a few types of assistance and authority. This is not an exhaustive list. For further information, visit the California Governor's Office of Emergency Services website at http://www.caloes.ca.gov/cal-oes-divisions/recovery.

PROGRAM NAME AND AUTHORITY

- Type of Assistance.
- State Public Assistance.
- Director's Concurrence with Local Emergency.
- Funding to restore damaged public infrastructure (e.g., roads, buildings, utilities).
- State Public Assistance.
- Governor's Proclamation of a State of Emergency.
- Reimbursement of local emergency response costs, debris removal and funding to restore damaged public infrastructure.

FLAG

- Stafford Act.
- Reimbursement for fire suppression costs.
- Federal and State Public Assistance Presidential Declaration of an Emergency.
- Reimbursement of local emergency response and debris removal costs.
- Federal and State Public Assistance Presidential Declaration of a Major Disaster.
- Funding to restore public infrastructure and reimbursement of emergency response and debris removal costs.

OTHER RESOURCES FOR RECOVERY INFORMATION ARE:

- Cal OES Public Assistance.
- Federal Public Assistance.
- California Disaster Recovery Framework.



APPENDIX H:
EMERGENCY CONTACTS

CITY OF PALMDALE

Maintenance	661-267-5338
Building and Safety	661-267-5353
Animal Care Center	661-575-2888
Illegal Dumping	661-267-5300

LA COUNTY

Animal Control	562-940-6898
AV District Attorney	661-974-7700
AV Juvenile Office	661-945-6435
Building & Safety	661-524-2390
Business License	661-723-4492
Children's Services	661-223-4200
Code Enforcement	661-267-5234
Courthouse	661-483-5536
Day Care Licensing	661-789-6944
Fire Prevention	661-947-2111
City of Lancaster – Fire Prevention	661-949-6319
Health Department	888-700-9995
Housing Rights	800-477-5977
Information Line	213-974-1234
Illegal Dumping	661-947-7433
City of Lancaster – Illegal Dumping	888-8-DUMPING
Regional Planning	213-974-6411
Registrar Recorder	800-201-8999
Section 8	661-575-1511
Section 8 Fraud	877-881-7233
Public Works	661-947-7173
Sheriff's Department	661-272-2400
Tax Assessor	888-807-2111
Vector Control	661-942-2917

OUTSIDE UTILITIES

AT&T	800-288-2020
HdL Business License	661-247-8384
LA County Waterworks	877-637-3661
Palmdale Water	661-947-4111
SoCal Edison	800-655-4555
SoCal Edison Lights	800-611-1911
SoCal Gas	877-238-0092
Spectrum Cable	866-874-2389
WM - Landfill	866-909-4458
WM – Service Billing	661-947-7197

VARIOUS CONTACTS

24-Hour Signal Technician	661-810-3911
America's Job Center of California	661-265-7421
City of Lancaster – City Hall	661-723-6000
City of Lancaster – Code Enforcement	661-723-6121
Department of Consumer Affairs	800-952-5210
Housing & Community Development (oversees Mobile Home Parks)	800-952-8356
Metrolink	800-371-5465
Palmdale Chamber	661-273-3232
Palmdale Regional Medical Center	661-382-5000
Palmdale School District	661-947-7191
Small Business Administration	800-827-5722
Transportation Center	661-267-5977
Valley Oasis Shelter	661-945-6736

APPENDIX I: ACRONYMS AND ABBREVIATIONS

A&E	Architecture and Engineering
AC	Area Command
ADA	Americans with Disabilities Act
APCD	Air Pollution Control District
ARC	American Red Cross
ARES	Amateur Radio Emergency Services
ASCS	U.S. Agricultural Stabilization and Conservation
BLM	Bureau of Land Management
BOR	Bureau of Reclamation
CAA	Clean Air Act
CALDAP	California Disaster Assistance Program
CALTRANS	California Department of Transportation
CALWAS	California Warning System
CAN	Community Alert Network
CAO	Chief Administrative Office(r)
CAT	Crisis Action Team
CAV	Community Assistance Visit
CCA	Comprehensive Cooperative Agreement
CCC	California Conservation Corps
CCP	Casualty Collection Points
CD	Civil Defense
CDBG	Community Development Block Grant
CDC	Centers for Disease Control, U.S. Public Health Service
CDF	California Department of Forestry
CEM	Comprehensive Emergency Management
CEO	Chief Executive Officer
CEP	Comprehensive Emergency Planning
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response Compensation and Liability Act CESA California Emergency Services Association
CESFRS	California Emergency Service Fire Radio System
CESRS	California Emergency Services Radio System
CFR	Code of Federal Regulations
CHP	California Highway Patrol
CLEMARS	California Law Enforcement Mutual Aid Radio System
CLERS	California Law Enforcement Radio System
CLETS	California Law Enforcement Telecommunications System
COE	Corps of Engineers (US Army)
COG	Continuity of Government
CPG	Civil Preparedness Guide
CPI	Consumer Price Index
CWA	Clean Water Act
DA	Damage Assessment
DAC	Disaster Application Center
DAE	Disaster Assistance Employee
DAP	Disaster Assistance Programs
DCS	Disaster Communications Service
DFCO	Deputy Federal Coordinating Officer
DFO	Disaster Field Office
DHA	Disaster Housing Assistance
DHHS	Department of Health and Human Services
DHS	Department of Homeland Security
DLS	Disaster Legal Services
DOB	Duplication of Benefits
DOC	Department Operations Center
DOD	Department of Defense
DOE	Department of Energy
DOJ	Department of Justice
DOL	Department of Labor
DOT	Department of Transportation
DP	Disaster Preparedness
DSA	Division of the State Architect (California)
DSR	Damage Survey Report
DUA	Disaster Unemployment Assistance
DWI	Disaster Welfare Inquiry
DWR	California Department of Water Resources
EAS	Emergency Alert System
ED	United States Department of Education
EDD	Employment Development Department
EEO	Equal Employment Opportunity
EIR	Environmental Impact Review
EMA	Emergency Management Assistance
EMI	Emergency Management Institute
EMMA	Emergency Managers Mutual Aid
EMP	Electromagnetic Pulse
EMSA	Emergency Medical Services Authority
EMS	Emergency Medical Services
EMT	Emergency Medical Technician
EOC	Emergency Operations Center
EOP	Emergency Operating Procedures
EOP	Emergency Operations Plan
EPA	Environmental Protection Agency
EPI	Emergency Public Information
ER	Emergency Relief Program
ESA	California Emergency Services Act
ESA	Endangered Species Act
ESC	Emergency Services Chief
FA	Fire Administration
FAA	Federal Aviation Administration
FAS	Federal Aid System Road
FAST	Federal Agency Support Team
FAX	Facsimile
FBI	Federal Bureau of Investigation
FCC	Federal Communications Commission
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency

FFY	Federal Fiscal Year
FHWA	Federal Highway Administration
FIA	Federal Insurance Administration
FIPS	Federal Information Processing Standards
FIRESCOPE	Firefighting Resources of California (Organized for Potential Emergencies)
FMHA	Farmers Home Administration
FPM	Flood Plain Management
FRERP	Federal Radiological Emergency Response Plan
FTB	Franchise Tax Board (State of California)
GAR	Governor's Authorized Representative
GIS	Geographic Information System
GSA	General Services Administration
HAZMAT	Hazardous Materials
HEW	U.S. Department of Health, Education and Welfare
HM	Hazard Mitigation
HMGP	Hazard Mitigation Grant Program
HMO	Hazard Mitigation Officer
HMT	Hazard Mitigation Team
HUD	Housing and Urban Development Program
IA	Individual Assistance
IA/O	Individual Assistance/Officer
IC	Incident Commander
ICC	Interstate Commerce Commission
ICP	Incident Command Post
ICS	Incident Command System
IFG	Individual and Family Grant Program
IG	Inspector General
IRMS	Information Resources Management Service
IRS	U.S. Internal Revenue Service
JDIC	Justice Data Interface Controller
JIC	Joint Information Center
JIS	Joint Information System
JPA	Joint Powers Agreement
JPIC	Joint Public Information Center
LGAC	Local Government Advisory Committee
MACS	Multiagency Coordination System
MARAC	Mutual Aid Regional Advisory Committee
MC	Mobilization Center
MCR	Military Communications Representative
MHFP	Multi-Hazard Functional Plan
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding
MRA	Mortgage and Rental Assistance Program
MRE	Meals Ready to Eat
MSA	Multi-Purpose Staging Area
MTA	Metropolitan Transit Authority
NAWAS	National Warning System
NCCEM	National Coordinating Council on Emergency Management
NCS	National Communications System
NCSP	National Communications Support System
NCSRM	National Communications System Regional Manager
NDAA	California Natural Disaster Assistance Act
NDEA	National Defense Education Act
NDMS	National Disaster Medical System
NECC	National Emergency Coordination Center
NEIS	National Earthquake Information Service
NEST	Nuclear Emergency Search Team
NETC	National Emergency Training Center
NFA	National Fire Academy
NFDA	National Funeral Directors Association
NFIP	National Flood Insurance Program
NHC	National Hurricane Center
NHPA	National Historic Preservation Act
NIFCC	National Interagency Fire Coordination Center, U.S. Forest Service
NIMS	National Incident Management System
NOAA	National Oceanic and Atmospheric Administration
NOI	Notice of Interest
NRC	Nuclear Regulatory Commission
NRP	National Response Plan
NRT	National Response Team
NWS	National Weather Service
OA	Operational Area
OASIS	Operational Area Satellite Information System
OES	Office of Emergency Services
OFA	Other Federal Agencies
OMB	Office of Management and Budget (Federal)
OPA	Oil Pollution Act
OPM	Office of Personnel Management
OSA	California Office of the State Architect
OSHA	Occupational Safety and Health Administration
PA	Public Affairs
PA	Public Assistance
PAO	Public Affairs Officer
PA/O	Public Assistance Officer
PDA	Preliminary Damage Assessment
PDH	Packaged Disaster Hospital
PDS	Professional Development Series
PFT	Permanent Full-Time Employee
PIO	Public Information Officer
PL	Public Law - U.S. Public Law 93-288, Federal Disaster Relief Act of 1974
PNP	Private Non-profit Organization
PSI	Pounds per Square Inch
PSR	Personal Service Radio
PUC	California Public Utilities Commission
RACES	Radio Amateur Civil Emergency Services
RADEF	Radiological Defense
RCP	Regional Oil and Hazardous Substances Pollution Contingency
RD	Regional Director (FEMA)

REACT	Radio Emergency Associated Communication Team
REC	Regional Emergency Chief
REOC	Regional Emergency Operations Center RM Radiological Monitor
RO	Radiological Officer
RRT	Regional Response Team
SA	Salvation Army
SAP	State Assistance Program
SAR	Search and Rescue
SARA	Superfund Amendment and Reauthorization Act
SAST	California State Agency Support Team
SBA	Small Business Administration
SCAQMD	South Coast Air Quality Management District
SCESA	Southern California Emergency Services Association
SCO	State Coordinating Officer
SEMO	State Emergency Management Office
SEMS	Standardized Emergency Management System SF Standard Form
SHMO	State Hazard Mitigation Officer
SHPO	State Historic Preservation Officer
SITREP	Situation Report
SLPS	State and Local Programs and Support Directorate
SOC	State Operations Center
SOP	Standard Operating Procedure
STO	State Training Officer
TH	Temporary Housing
TSCA	Toxic Substances Control Act
USACE	United States Army Corps of Engineers
USAR	United States Army Reserve
USDA	U.S. Department of Agriculture
USFA	United States Fire Administration
USGS	United States Geological Survey
VA	Veterans Administration
VSAT	Very Small Aperture Terminal

APPENDIX J: GLOSSARY OF TERMS

"Action Plan" means the plan prepared in the EOC containing the emergency response objectives of that SEMS level reflecting overall priorities and supporting activities for a designated period.

"Disaster" means a sudden and extraordinary misfortune, a calamity that threatens or affects extraordinary loss of life or property.

"Emergency" means a condition of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, hazardous material incident, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestations or disease, the governor's warning of an earthquake or volcanic prediction, or an earthquake or other conditions, other than conditions resulting from a labor controversy.

"Emergency Operations Center" means a location from which centralized emergency management can be performed.

"Emergency Response Agency" means any organization responding to an emergency, whether in the field, at the scene of an incident, or to an EOC, in response to an emergency, or providing Mutual Aid support to such an organization.

"Emergency Response Personnel" means personnel involved with an agency's response to an emergency.

"Incident" means an occurrence or event, either human-caused or by natural phenomena, that requires action by Emergency Response Personnel to prevent or minimize loss of life or damage to property and/or natural resources.

"Incident Action Plan" means the plan developed at the field response level, which contains objectives reflecting the overall incident strategy, specific tactical actions and supporting information for the next operational period. The plan may be oral or written.

"Incident Commander" means the individual responsible for the command of all functions at the field response level.

"Incident Command System (ICS)" means a nationally used standardized on-scene emergency management concept specifically designed to allow its user(s) to adopt an integrated organizational structure equal to the complexity and demands of single or multiple incidents without being hindered by jurisdictional boundaries. ICS is the field-level component of SEMS. It is the combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure, with responsibility for the management of resources to effectively accomplish stated objectives pertinent to an incident.

"Local Government" means local agencies as defined in Government Code §8680.2 and special districts as defined in California Code of Regulations, Title19, Division 2, Chapter 5, NDAA, §2900(y).

"Master Mutual Aid Agreement" means the California Disaster and Civil Defense Master Mutual Aid Agreement made and entered into by and among the State of California, its various departments and agencies, and the various political subdivisions of the State. The agreement provides for the support of one jurisdiction by another.

"Multiagency or Interagency Coordination" means the participation of agencies and disciplines involved at any level of the SEMS organization, working together in a coordinated effort to facilitate decisions for overall emergency response activities, including the sharing of critical resources and the prioritization of incidents.

"Mutual Aid" means voluntary aid and assistance in the event that a disaster should occur by the interchange of services and facilities, including, but not limited to, fire, police, medical and health, communication, and transportation services and facilities, to cope with the problems of rescue, relief, evacuation, rehabilitation and reconstruction which would arise in the event of a disaster. Mutual Aid is designed to ensure that adequate resources, facilities, and other support are provided to jurisdictions whenever resources prove to be inadequate.

"Mutual Aid Region" means a subdivision of the state emergency services organization established to facilitate the coordination of Mutual Aid and other emergency operations within an area of the state consisting of two or more county Operational Areas.

"Operational Area" means an intermediate level of the state emergency services organization, consisting of a county and all political subdivisions within the county area. The Operational Area is a special-purpose organization created to prepare for and coordinate the response to emergencies within a county area. Each county is designated as an Operational Area. An Operational Area is used by the county and the political subdivisions of the Operational Area for the coordination of emergency activities and to serve as a communication and coordination link between the state's emergency operating centers and the operating centers of the political subdivisions of the Operational Area. The Operational Area augments, but does not replace any member jurisdiction.

"Planning 'P'" - The Planning "P" is a graphical representation of the sequence and relationship of the meetings, work periods, and briefings that comprise the Operational Period Planning Cycle.

"Political Subdivision" means any city, city and county, county, district, or other local governmental agency or public agency authorized by law.

"Standardized Emergency Management System (SEMS)" means a consistent set of rules and procedures governing the overall operational control or coordination of emergency operations specified in regulations (CCR Title 19, Division 2, §2400 et sec). It identifies the direction of field forces and the coordination of joint efforts of government and private agencies at each level of the statewide emergency organization. ICS is the field-level component of SEMS.

"State of Emergency" means the duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the governor's warning of an earthquake or volcanic prediction, or an earthquake or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency," which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city requires the combined forces of a Mutual Aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission.

EMERGENCY OPERATIONS PLAN 2025



City Council Staff Report

DATE: **OCTOBER 7, 2025**

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

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE DESIGN SERVICES AGREEMENT WITH DUKE ENGINEERING FOR PN 524, MAINTENANCE YARD FLEET BUILDING AND UTILITY UPGRADE, FOR A TOTAL NOT TO EXCEED AMOUNT OF $248,946.25 FOR A TERM OF 120 CALENDAR DAYS FROM THE DATE OF THE NOTICE TO PROCEED**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Design Services Agreement No. A-9288 with Duke Engineering for PN 524, Maintenance Yard Fleet Building and Utility Upgrade, for a total not to exceed amount of $248,946.25, which includes a contract amount of $216,475 plus a 15% contingency of $32,471.25, for a term of 120 calendar days from the date of the Notice to Proceed; and,

2. Authorize the Interim City Manager or his designee to execute Agreement No. A-9288 with Duke Engineering, including minimal and/or non-substantial changes.

BACKGROUND

The City's fleet maintenance operations currently take place in a 34-year-old facility that no longer meets the needs of a growing and evolving fleet, particularly with the transition to electric vehicles (EVs). Aging infrastructure, regulatory changes, and the phase-out of high-emission vehicles have led to increased delays in servicing and repairs.

The proposed fleet facility, part of the Maintenance Center Master Plan, will address these challenges by providing:

- EV charging infrastructure, including dedicated EV bays;
- High-capacity charging stations;
- Advanced diagnostic tools for EV maintenance; and,

- Improved space efficiency and training capacity.

This state-of-the-art facility will support the City's transition to a zero-emission vehicle (ZEV) fleet and ensure the continued reliability and performance of City vehicles.

DISCUSSION

On May 2, 2025, the City released a design Request for Qualifications (RFQ) and fee proposal to solicit services from engineers and architects for the design of the Fleet Maintenance Building. The RFQ was advertised for four weeks, with a bid closing date of June 5, 2025. Four qualification packages were received, and three were deemed responsive. After reviewing qualifications, conducting the selection process, and communicating with each firm, Duke Engineering, a local firm, was determined to be the most qualified. The firm demonstrated strong experience and technical capability and submitted a proposal that fell within the approved budget.

Vendor	Location
1. Duke Engineering	Lancaster, CA
2. RY+AO	Solana Beach, CA
3. SVA	Santa Ana, CA
4. FEI Associates Consulting Engineers	Chino, CA

FISCAL IMPACT

$248,946.25; This project is funded using Sewer Maintenance funds. Sufficient funds are budgeted for the design portion of the project and are available in FY 2025-26.

STRATEGIC PLAN

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, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Agrmt No. A-9288 with Duke Engineering
Project Map

AGREEMENT NO. A-9288
CONTRACT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE CITY OF PALMDALE AND DUKE ENGINEERING

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 Duke Engineering (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 524 Maintenance Yard Fleet Building and Utility Upgrade.

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:

SCOPE OF SERVICES:
Scope of Professional Design Services includes but not necessarily be limited to the following:

1. Provide Conceptual Design.
2. Provide Plans, Specification and Cost Estimate (PS&E) for bidding purposes.
3. Survey the area to be affected by planned improvements
4. Research for available As-built utilities
5. Provide a site layout showing the location of the building and service utilities.

The consultant shall coordinate, apply for permit applications, and obtain all necessary permits and approvals from Palmdale Building Safety, LA County Health Department, LA County Public Works—Industrial Waste, and LA County Fire Department, . Industrial Waste permitting connection to existing or new clarifier/grease interceptor.

Deliverables: Include 30%, 60%, 90%, and 100% construction drawings and specifications, bid schedules, and Engineer's Cost Estimates.

Bid Services: The consultant shall provide bidding assistance. Bidding services include construction cost estimates and response to Q&A during bidding.

2-2 Project Tasks
This Consultant Contract shall provide architectural and engineering design services, which include the professional services necessary to prepare environmental documentation, planning applications, and complete construction documents for the project, and can be categorized into the following tasks, as outlined below:

Architectural Design Services

Task 1 – Project Management
The consultant shall be responsible for project management activities throughout the life of the contract and the scope of activities includes but is not limited to, coordinating and being responsible for scheduling meetings, conducting bi-weekly progress meetings with City staff to review project status, preparing and managing the project schedule, preparing and distributing minutes, field reviews, tracking action items for the City, and consultant sub-contractors, and coordinating and preparing all submissions for City plan review to the Engineering Division . A detailed schedule for all phases of the project and the Consultant's tasks/services, including time for reviews and approvals, should be provided to the Project Manager. The detailed schedule shall be updated monthly as needed or as directed by the Project Manager.

Virtual Project Management (VPM)
The consultant will be required to utilize the City's project management system, Virtual Project Management (VPM), for all project communication and document submittal. VPM is a cloud-based software that allows project access to all project stakeholders to communicate and record all preliminary engineering, design, and construction activities. Any plans, bi-weekly progress meeting agendas and notes, project documents, submittals, PS&E package, Request for Information (RFIs), invoicing, labor compliance, or any communications shall be documented in VPM. The use of VPM is mandatory. There is no cost to the consultant to utilize the software, and the City will provide any required training.

Permitting

The consultant shall take the lead in coordinating with the City Building and Safety, LA County Health Department, LA County Public Works-Industria Waste, and LA County Fire Department California Public Utilities and Engineering Branch and preparing the necessary applications for all the permits required before the project bid advertisement.

Task 2 - Utility Research & Investigation

Task 2a - The consultant shall research all existing utility infrastructure, including franchise utilities. They shall identify all utilities that may be impacted by the improvement project, including research on prior rights, to clearly identify parties responsible for the relocation of applicable utilities. The consultant shall provide the City with verification of utility company review of design plans and/or verification of utility research. The consultant shall maintain a log and lead utility coordination with the City and third-party utility companies.

Task 2b – Topographic Survey: The consultant shall provide a topographical survey. Cross-section elevations are to be taken no more than 50 FT apart. The topographic survey shall also note any deficiencies and other unusual conditions in locations that should be addressed as part of the improvement project. The survey shall also locate all drainage infrastructure locations, tree locations, other utilities, non-ADA-compliant curb ramps, driveway approaches, etc. The consultant shall review and research as-built drawings.

Task 3 – Preparation of CASP Report
The consultant shall provide detailed information about the inspected facility, identifying any non-compliant accessibility features, citing relevant codes, providing photographic evidence, and outlining recommended corrections with a reasonable timeline for compliance, all in accordance with the Construction-Related Accessibility Standards Compliance Act (CRASCA) standards; the report should clearly state whether the identified issues require “readily achievable barrier removal" and should be presented in a format that is easy to understand for the property owner.

Task 4 – Conceptual Design
The consultant shall develop a concept based on the design requirements and hold an initial meeting with the City staff, facility team, and other stakeholders to review the project objectives. The consultant shall develop initial input regarding the architectural programming, and design concerns will be discussed. Based on feedback, a conceptual master plan will be developed to ensure the design requirements are met.

Task 5 – Preliminary Design (30% and 60% PS & E)

• The consultant shall prepare plans based on preliminary findings and comments received from City Staff and meet all, but not limited to, the design requirements shown in Exhibit A
• The consultant shall prepare Special and Technical Provisions, which shall be incorporated into the city’s standard. The Special and Technical provisions shall be in accordance with the latest editions of the Standard Specifications for Public Works Construction (Greenbook) and Caltrans Standard Plans and Specifications.

• The consultant shall prepare a Preliminary Engineer's Estimate at each submittal milestone for the City’s review. The estimate will incorporate unit prices for the various items of work and clearly define them. The estimated construction budget is $4,000,000, funded with Sewer funds. The consultant shall prioritize, recommend the most critical improvements, and provide alternatives to meet the Project budget.

Task 6 – Final Design (90% and 100% PS & E)

For 90% of the PS&E, the consultant shall incorporate all City comments and concerns from the Preliminary Design phase and meet with City staff to review the final design. Two (2) sets of hard copies of the PS&E, as well as electronic files, shall be provided at this meeting.

•For 100% PS&E, Once the consultant has addressed all final review comments, the following deliverables shall be provided to the City:
1. Final drawings;
a. 1 set of mylars stamped and signed by the Engineer of Record
b. Electronic files in AutoCAD format
c. Copies of all plans in PDF format
d. Copy of surveyor’s digital control points
2. Project specifications on the City’s standard boilerplate;
a. 1 hard copy set stamped and signed by the Engineer of Record
b. Electronic files in Word and PDF format
3. Engineer’s estimate;
a. 1 hard copy set
b. Electronic files in Excel and PDF format
4. Copy of utility research documents (as-built plans and request letters);

Task 7 - Civil Design Services
Task 7.1 - Survey
The consultant will perform field surveying and mapping. Ground survey to include any features not identified in aerial survey and features needed for design conforms. The scope includes supplemental ground survey to obtain necessary details and topographic information to perform the design.

Task 7.2 – Site & Grading Plan
The consultant shall provide a topographical survey to determine existing elevations and slopes. Soil testing to assess soil stability and drainage capacity. The consultant shall Development of a grading plan with contour lines indicating desired elevations. The consultant shall provide calculation of cut and fill volumes to balance earthwork. Site Plan shall include circulation plan for vehicles.

Task 7.3 – Utility Coordination
Consultant will prepare and send an official first notice regarding the proposed project

to the utility providers within the City. Consultant shall use DigAlert to establish a listing of providers and contacts for notification. The notice will include a description of the project and a request for record information related to utilities within the vicinity of the project. The notification will also include a request for procedural information related to coordination for construction (i.e. notification requirements, responsible party for utility adjustments—both cost and physical work, etc.). Research regarding utilities will also include a review of utilities from the site survey and field visits.

Task 8 - Environmental Documentation:
Consultant will provide environmental support for the project consistent with the state CEQA Guidelines. Includes studies/reports required for CEQA Clearance.

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:

KEY PERSONNEL:Ryan Duke Principal Engineer; Shawna Vargo Project 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 twenty (120) 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 two hundred and sixteen thousand four hundred and seventy-five dollars ($216475), as follows:

FEE SCHEDULE:
TASK 1 : PROJECT MANAGEMENT $12,500.00

TASK 2: UTILITY RESEARCH $29,725.00
TASK 3: PREPARATION OF CASP REPORT $ 8,000.00
TASK 4: CONCEPTUAL BUILDING DESIGN $15,000.00
TASK 5: PRELIMINARY BUILDING DESIGN (30% & 60%) $53,500.00
TASK 6: FINAL BUILDING DESIGN (90% AND 100%) $25,000.00
TASK 7: CIVIL DESING SERVICES $38,700.00
TASK 8: ENVIRONMENTAL DOCUMENTATION $16,550.00
TASK 9: BID SPECIFICATION $10,000.00
TASK 10: CONSTRUCTION ADMIN ADVERTISE $ 7.500.00

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*

- $2,000,000 limit on a per occurrence basis

11.1.3 Commercial General Liability

- $2,000,000.00 limit on per occurrence basis
- $4,000,000.00 general aggregate limit

11.1.4 Commercial Automobile Liability

- $2,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

1.1.5 Cyber Liability*

- $1,000,000.00 limit on per occurrence basis

1.1.6 Pollution/Enviornmental Liability*

- $1,000,000.00 limit on per occurrence basis

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), enviornmental/pollution and/or cyber 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:

SIGNATURE AREA

Salvador Mendez
Interim City Manager

SIGNATURE AREA

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

Duke Engineering:

SIGNATURE AREA

Ryan Duke
Principal Engineer

ADDRESS FOR NOTICE:
Duke Engineering
759 West Lancaster Blvd. Lancaster CA 93534

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Severino
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

PN 524 Fleet Building and Utility Upgrade
Project Map



City Council Staff Report

DATE: **OCTOBER 7, 2025**

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

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE PROJECT AUTHORIZATIONS A AND B UNDER MASTER SERVICES AGREEMENT WITH DXP ENTERPRISES, INC., FOR PUMP MAINTENANCE AND REPAIR SERVICES FOR A COMBINED TOTAL NOT TO EXCEED AMOUNT OF $1,251,800, EACH FOR A TERM OF THREE YEARS WITH AN OPTION TO EXTEND FOR TWO ADDITIONAL ONE-YEAR TERMS**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Project Authorizations A and B under Master Services Agreement No. A-9503 with DXP Enterprises, Inc. (DXPE), for pump maintenance and repair services for a combined total not to exceed amount of $1,251,800 for a term of three years with an option to extend for two additional one-year terms;

2. Authorize the Interim City Manager or his designee to execute Project Authorizations A and B under Master Services Agreement No. A-9503 with DXPE including minimal and/or non-substantial changes; and,

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

BACKGROUND

The City utilizes service agreements with specialized contractors to support departmental operations, including pump maintenance at City parks and facility grounds, General Benefit and Assessment District landscape areas, transit sites, street rights-of-way, and aquatic facilities.

These services encompass annual preventative maintenance, inspections, testing, and as-needed repairs and replacements for citywide irrigation booster pumps, storm water

pumps, and aquatic facility pumps. Preventive maintenance minimizes the risk of pump failures, thereby mitigating costly repairs and potential disruptions to operations and community programs.

By contracting these services, the City can effectively manage the demands of approximately 100 pumps, address deferred maintenance needs, and improve overall operational efficiency. This support is essential to maintaining safe and attractive facilities, public spaces, and infrastructure for the community.

DISCUSSION

On May 6, 2025, the City issued Request for Proposal (RFP) No. 25-005-3500 for pump maintenance services. The solicitation was distributed through PlanetBids to 22 prospective bidders, and three complete proposals were received by the June 10, 2025, deadline.

Vendor	Location
Brax Company, Inc.	Bakersfield, CA
DXP Enterprises, Inc.	Anaheim, CA
Power Bros. Machine Inc.	Montebello, CA

Proposals were evaluated on qualifications, relevant experience, technical approach, and cost. While all bidders met expectations, DXPE had the lowest responsible proposal. DXPE has nearly 40 years of experience in pump maintenance, including work with municipalities and government agencies. They also received strong client references highlighting their excellent customer service and effective cost control.

Project Authorization A covers annual preventative maintenance, inspections, testing, and as-needed repairs and replacements for citywide irrigation booster pumps, and storm water pumps, including pump maintenance at City parks and facility grounds, General Benefit and Assessment District landscape areas, transit sites, and streets.

Project Authorization B covers annual preventative maintenance, inspections, testing, and as-needed repairs and replacements for Parks and Recreation aquatic facility pumps.

FISCAL IMPACT

$1,251,800; Sufficient funds for pump maintenance and repair services are budgeted in Landscape Maintenance, Park Maintenance, Transit Services, Street Maintenance, Aquatics Maintenance, and DryTown Water Park. The authorization agreement amounts are comprised as follows:

Project Authorizations	Department/Division	Amount
A-9503-A	Maintenance Division (MTC)	$651,800
A-9503-B	Parks & Recreation Department (P&R)	$600,000

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, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Agrmt No. A-9503 Master Services Agreement with DXP Enterprises, Inc.
Agrmt No. A-9503-A Project Authorization with DXP Enterprises, Inc. (MTC)
Agrmt No. A-9503-B Project Authorization with DXP Enterprises, Inc. (P&R)

AGREEMENT NO. A-9503
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND DXP ENTERPRISES, 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 DXP ENTERPRISES, INC., a 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 Public Works 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:

This agreement will serve as the master agreement for multiple Project Authorization Agreements (PAAs) with Exhibit "C" Scope of Work providing requirements, locations, and related schedules.

The CONTRACTOR shall provide pump maintenance and repair services (as needed) for CITY drainage basin/stormwater pumps, irrigation booster pumps, and aquatic/swimming pool pumps within Landscape Maintenance Districts (LMDs), General Benefit landscapes, Parks, Transportation Center, Park and Rides, City facilities, pools, DryTown Water Park, and Street Maintenance areas as more specifically set forth in Exhibit "C" Scope of Work attached hereto and made part herein by reference.

The CONTRACTOR shall provide all labor, parts, materials, and equipment for the inspection, testing, disassembly, maintenance, repair, replacement, and/or reassembly of all pumps. For the location and pump type, please see Appendix A – Pump Location by Type.

The CONTRACTOR shall be responsible for the full scope of services appropriate to work of this nature, including but not exclusive to the items enumerated herein. The CONTRACTOR shall ensure that all technicians performing work under this Agreement possess an in-depth working knowledge of all relevant methods and equipment required to operate and service the pump systems.

The CONTRACTOR shall provide pump maintenance and replacement services with preferred priority status according to the technical specifications and demonstrate the ability to deliver these requirements as a qualified service provider. The CONTRACTOR shall provide services on-site (in-house) to expedite any repairs and machining operations that may be required.

All work shall conform to manufacturer specifications and may include but is not limited to:
• In-house or on-site pump repairs, rebuilds, and upgrades.
• Preventative maintenance programs.
• Pickup and delivery for pumps & equipment being serviced.
• Repair of pumps, motors, valves and mechanical seals.
• Pump machining.
• Media blasting (surface preparation)
• Application of protective coatings for pumps and impellers, using Engard and 3M Fusecote.
• Impeller dynamic balancing.
• Remanufacturing of impellers.
• Pump mechanical seal conversions or installation.
• Pump laser shaft alignment.
• Pump installation services.
• Pump control panel service and replacement.
• Pump system telemetry and instrumentation.
• Upgrading of pump systems to PLC and VFD controllers.
• Certified confined space entry capabilities. Confined Space Entry Permits may be required for various projects. The contractor and technician(s) shall abide by all California and OSHA requirements. Contractor shall provide proof of Confined Space Entry certification.

Bonds
Unless otherwise expressly provided in the bid documents, if any individual project performed under this agreement exceeds $25,000, CONTRACTOR shall provide CITY with a performance and payment bond each in the full amount of the individual project. Such bonds are required by the CITY before work is to be performed on the specified project. If bonds are required, CONTRACTOR shall submit all bonds electronically through Surety2000.

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.

2.7 At all times during the term Contract, CONTRACTOR shall possess and maintain all required Federal, State, and local licenses and permits. CONTRACTOR shall possess a valid and current C-61 Limited Specialty / D-21 Machinery and Pumps Contractor's License with the Contractor's State License Board (CSLB) and City of Palmdale Business License to perform the required work.

CONTRACTOR's CSLB license number is 1081822. CONTRACTOR's DIR registration number is 1000832271. CONTRACTOR's Business License number is [pending]. CONTRACTOR hereby certifies that it holds the required license(s).

2.8 This Contract calls for work to be performed constituting public works. All labor is to be paid at prevailing wage rates. CONTRACTOR to determine proper wage classification. CONTRACTOR and all subcontractors must be registered with the State of California Department of Industrial Relations (DIR) as a public works contractor for the duration of the agreement and is responsible for any and all registration and/or renewal fees. CITY may request certified payroll records for any work performed under the term of the agreement. CONTRACTOR acknowledges and understands it must comply with the prevailing wage requirements as set for in Exhibit A.

2.9 CONTRACTOR shall comply with the requirements of Section 1776 of the Labor Code, of the State of California. Failure of the CONTRACTOR to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll

records may result in withholding from progress payments amounts for unpaid wages and penalties as authorized by the Labor Code. CONTRACTOR shall submit certified payroll records (CPRs) to the Labor Commissioner using DIR's electronic certified payroll reporting system if project exceeds $25,000 for new construction, alteration, installation, demolition, or repair or $15,000 for maintenance. If project is applicable, CITY shall verify CONTRACTOR's eCPRs are submitted before processing invoices for payment.

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:

Service Manager, Mark Fox (Mark.Fox@dxpe.com)
Shop Manager, Shane Quinn (Shane.Quinn@dxpe.com)
Sales Engineer, Tony Nunez (Tony.Nunez@dxpe.com)
Individual Project Coordinators
Field Service Technicians
Mechanics

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 Zero dollars ($0.00) 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:

As set forth in Exhibit "D" Fee Schedule attached hereto and made part herein by reference. Fee schedule shall be applied to each Project Authorization Agreement based on the scope of work.

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

- $2,000,000.00 limit on a per occurrence basis
- $4,000,000.00 general aggregate limit

10.1.3 Commercial Automobile Liability

- $2,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

10.1.4 Pollution/Enviornmental Liability*

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

10.1.5 Professional (E&O) Liability*

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

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.

10.8.3* When professional and/or pollution/enviornmental 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 Contract expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the termf of this Contract, and will cover CONTRACTOR, or its officers, employees or agents during the time this Contract was in effect.

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:

SIGNATURE AREA

Salvador Mendez
Interim City Manager

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
39110 3rd Street East, Suite C
Palmdale, CA 93550

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Halfman
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

DXP ENTERPRISES, INC.:

SIGNATURE AREA

Marc Sanchez
Vice President

ADDRESS FOR NOTICE:
DXP ENTERPRISES, INC.
1340 N Jefferson St.
Anaheim, CA 92807

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

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

AGREEMENT NO. A-9503-A
AUTHORIZATION AGREEMENT
WITH DXP ENTERPRISES, INC.
PURSUANT TO ONGOING CONTRACT NO. A-9503

This AGREEMENT is made and entered into by and between the City of Palmdale, a municipal corporation (hereinafter referred to as “CITY”) and DXP ENTERPRISES, INC. (hereinafter referred to as “CONTRACTOR/CONSULTANT”) and is an Authorization Agreement entered into pursuant to Ongoing Contract No. A-9503This Contract shall become effective on the date of the last signatory.

WHEREAS, the term of Ongoing Contract No. A-9503 between the CITY and CONTRACTOR/CONSULTANT is from 10/13/2025 to 10/12/2028.

CITY and CONTRACTOR/CONSULTANT, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

The scope of work for this project consists of the following work:

The CONTRACTOR shall provide pump maintenance and repair services (as needed) for the CITY's Maintenance Division, including drainage basin/stormwater pumps and irrigation booster pumps within Landscape Maintenance Districts (LMDs), General Benefit landscapes, Parks, Transportation Center, Park and Rides, City facilities, and Street Maintenance areas as more specifically set forth in Exhibit "C" Scope of Work attached hereto and made part herein by reference.

The CONTRACTOR/CONSULTANT shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a Change Order, or amendment to this Agreement and signed by CITY.

ARTICLE 2. PROJECT STAFF

CONTRACTOR/CONSULTANT shall use only those employees, and sub consultants listed below:

Service Manager, Mark Fox (Mark.Fox@dxpe.com)
Shop Manager, Shane Quinn (Shane.Quinn@dxpe.com)
Sales Engineer, Tony Nunez (Tony.Nunez@dxpe.com)
Individual Project Coordinators
Field Service Technicians
Mechanics

ARTICLE 3. CONTRACT PRICE

CITY shall pay CONTRACTOR/CONSULTANT for completion of the Work in accordance with the Contract Documents a fee not to exceed Six Hundred Fifty-One Thousand Eight Hundred Dollars ($651,800.00) determined and payable as set forth in Ongoing Contract No. A-9503 at the following Fee Schedule:

Exhibit "D" Fee Schedule attached hereto and made part herein by reference.

No payment made hereunder by CITY to CONTRACTOR/CONSULTANT, shall be construed as an acceptance by CITY of any work or materials, nor as evidence of satisfactory performance by CONTRACTOR/CONSULTANT of its obligations under this Contract.

ARTICLE 4. CONTRACT TIME

CONTRACTOR/CONSULTANT agrees to complete all work within One Thousand Ninety-Five (1095) Calendar days of the date this Agreement is executed by CITY and in accordance with the following Project Schedule:

The term of this Contract is Three (3) years, commencing on October 13, 2025 to October 12, 2028, with CITY reserving the option to extend the agreement for Two (2) additional terms of one (1) year each.

This Agreement is the Notice to Proceed directing CONTRACTOR/CONSULTANT to commence work on October 13, 2025.

ARTICLE 5. GENERAL

This Authorization Agreement is entered into pursuant to Ongoing Contract No. A-9503 and the terms and conditions contained therein are incorporated herein by reference as if set forth in full.

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
Interim City Manager

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
39110 3rd Street East, Suite C
Palmdale, CA 93550

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Halfman
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

DXP ENTERPRISES, INC.

SIGNATURE AREA

Marc Sanchez
Vice President

ADDRESS FOR NOTICE:
DXP ENTERPRISES, INC.
1340 N. Jefferson St.
Anaheim, CA 92807

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

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

AGREEMENT NO. A-9503-B
AUTHORIZATION AGREEMENT
WITH DXP ENTERPRISES, INC.
PURSUANT TO ONGOING CONTRACT NO. A-9503

This AGREEMENT is made and entered into by and between the City of Palmdale, a municipal corporation (hereinafter referred to as “CITY”) and DXP ENTERPRISES, INC. (hereinafter referred to as “CONTRACTOR/CONSULTANT”) and is an Authorization Agreement entered into pursuant to Ongoing Contract No. A-9503This Contract shall become effective on the date of the last signatory.

WHEREAS, the term of Ongoing Contract No. A-9503 between the CITY and CONTRACTOR/CONSULTANT is from 10/13/2025 to 10/12/2028.

CITY and CONTRACTOR/CONSULTANT, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1. DESCRIPTION OF WORK

The scope of work for this project consists of the following work:

The CONTRACTOR shall provide pump maintenance and repair services (as needed) for the CITY's Parks and Recreation Department, including aquatic/swimming pool pumps at pool facilities and DryTown Water Park as more specifically set forth in Exhibit "C" Scope of Work attached hereto and made part herein by reference.

The CONTRACTOR/CONSULTANT shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a Change Order, or amendment to this Agreement and signed by CITY.

ARTICLE 2. PROJECT STAFF

CONTRACTOR/CONSULTANT shall use only those employees, and sub consultants listed below:

Service Manager, Mark Fox (Mark.Fox@dxpe.com)
Shop Manager, Shane Quinn (Shane.Quinn@dxpe.com)
Sales Engineer, Tony Nunez (Tony.Nunez@dxpe.com)
Individual Project Coordinators
Field Service Technicians
Mechanics

ARTICLE 3. CONTRACT PRICE

CITY shall pay CONTRACTOR/CONSULTANT for completion of the Work in accordance with the Contract Documents a fee not to exceed Six Hundred Thousand Dollars ($600,000.00) determined and payable as set forth in Ongoing Contract No. A-9503 at the following Fee Schedule:

Exhibit "D" Fee Schedule attached hereto and made part herein by reference.

No payment made hereunder by CITY to CONTRACTOR/CONSULTANT, shall be construed as an acceptance by CITY of any work or materials, nor as evidence of satisfactory performance by CONTRACTOR/CONSULTANT of its obligations under this Contract.

ARTICLE 4. CONTRACT TIME

CONTRACTOR/CONSULTANT agrees to complete all work within One Thousand Ninety-Five (1095) Calendar days of the date this Agreement is executed by CITY and in accordance with the following Project Schedule:

The term of this Contract is Three (3) years, commencing on October 13, 2025 to October 12, 2028, with CITY reserving the option to extend the agreement for Two (2) additional terms of one (1) year each.

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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
Interim City Manager

SIGNATURE AREA

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

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Halfman
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

DXP ENTERPRISES, INC.

SIGNATURE AREA

Marc Sanchez
Vice President

ADDRESS FOR NOTICE:
DXP ENTERPRISES, INC.
1340 N. Jefferson St.
Anaheim, CA 92807

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

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

City Council Staff Report

DATE: **OCTOBER 7, 2025**

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

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **2**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-071, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE EXECUTION OF A GRANT DEED FOR CITY-OWNED LAND TO THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40 FOR PARCEL 'A' OF RECORDED LOT LINE ADJUSTMENT NO. 703**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2025-071, a Resolution of the City Council of the City of Palmdale authorizing the execution of a grand deed for City-owned land to the Los Angeles County Waterworks District No. 40 for Parcel 'A' of recorded Lot Line Adjustment No. 703;

2. Authorize the Mayor Pro Tem to execute Resolution No. CC 2025-071, a Resolution of the City Council of the City of Palmdale authorizing the execution of a grant deed for City-owned land to Los Angeles County Waterworks District No. 40 for Parcel 'A' of recorded Lot Line Adjustment No. 703; and,

3. Authorize the Mayor Pro Tem to execute a grant deed for City-owned land to the Los Angeles County Waterworks District No. 40 for Parcel 'A' of recorded Lot Line Adjustment No. 703.

BACKGROUND

On September 12, 2024, the Planning Commission approved Condition Use Permit (CUP) 03-05 Major Modification (MOD) No. 1, for the expansion of Marie Kerr Park to construct a new park-and-ride facility located at the northwest corner of Rancho Vista Boulevard and 25th Street West. Under this entitlement, the site plan reserved a portion of the park-and-ride area, adjacent to 25th Street West, to construct a future pump station. Los Angeles County Waterworks has identified the critical infrastructure

component as essential to addressing future water supply issues to support future growth and development within the area.

DISCUSSION

On August 8, 2025, the City recorded Lot Line Adjustment number 703 to establish a 0.76-acre parcel of real property, owned by the City of Palmdale, designated for the future site of the pump station. This property is referenced as Parcel 'A' of said lot line adjustment. This future facility is in conformance with the City's General Plan Land and complies with CUP 03-05.

FISCAL IMPACT

$0; The transfer of property is consistent with the Ritter Ranch purchase and sale agreement.

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, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Reso. No. CC 2025-071
Recorded Lot Line Adjustment No. 703
Grant Deed
Exh A Legal Description

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-071

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE EXECUTION OF A GRANT DEED FOR CITY-OWNED LAND TO THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40 FOR PARCEL 'A' OF RECORDED LOT LINE ADJUSTMENT NO. 703

WHEREAS, the City owns the real property, in fee title, identified as Parcel 'A' of the recorded lot line adjustment number 703 on August 8, 2025, per instrument number 20250587075; and,

WHEREAS, the City-owned parcel has been identified by Los Angeles County Waterworks District No. 40, consisting of 0.76 acres located approximately 293' north of the intersection of Rancho Vista Blvd. and 25th Street West; and,

WHEREAS*,* Los Angeles County Waterworks District No. 40 has requested that Parcel 'A' of lot line adjustment number 703 be conveyed by the City for construction of the future pump station; and,

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

SECTION 1. The City Council hereby finds and determines that Parcel 'A' of lot line adjustment number 703 shall be granted to Los Angeles County Waterworks District No. 40 and authorizes the Mayor Pro Tem to execute the grant deed to Los Angeles County Waterworks District No. 40 for processing and recordation in substantially the form presented.

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

PASSED, APPROVED and **ADOPTED** this _____ day of _____, _____.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Severino
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 _____ day of _____, 20___ by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

This page is part of your document - DO NOT DISCARD

20250587075

Recorded/Filed in Official Records
Recorder's Office, Los Angeles County,
California

08/28/25 AT 08:00AM

Pages:
0013

FEES:	0.00
TAXES:	0.00
OTHER:	0.00
PAID:	0.00

LEADSHEET

202508280200078

00025773135

015494211

SEQ:
01

SECURE - 8:00AM

THIS FORM IS NOT TO BE DUPLICATED

E441968

RITTER LLA

FOR REFERENCE ONLY: 20250587075

RECORDING REQUEST BY

CITY OF PALMDALE

WHEN RECORDED MAIL TO

NAME CITY OF PALMDALE
OFFICE OF THE CITY CLERK

MAILING ADDRESS 38300 SIERRA HIGHWAY, SUITE C

CITY, STATE PALMDALE, CA
ZIP CODE 93550

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

LOT LINE ADJUSTMENT

RECORDING REQUESTED BY:

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 is for Recorder's Use

CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT NO. 703

I, Hamed Hashemian, City Engineer of the City of Palmdale, hereby state that the parcels as shown in Exhibit "A" and "B" are exempt from the Parcel Map requirements of the Subdivision Map Act, that they comply with all provisions of the Subdivision Map Act and Local Ordinance, and that this Certificate is being recorded in conformance with Section 16.150.020 (C) of the City of Palmdale Municipal Code.

This Certificate does not constitute the actual transfer of title of any portion of the parcels. This Certificate is to be recorded concurrent with the deed or deeds of conveyance necessary to transfer the title of the portion or portions of the parcels proposed by this Lot Line Adjustment.

CITY OF PALMDALE

H. Hashemian

HAMED HASHEMIAN
CITY ENGINEER

8/14/2025
Date

Attached: CERTIFICATE OF APPROVAL
Attached: REQUEST FOR LOT LINE ADJUSTMENT

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On August 14, 2025 (Date) before me, Rocio Ordaz- Notary Public, (Here Insert Name and Title of the Officer)

personally appeared Hamed Hashemian, Brenda A. Magana (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ROCIO ORDAZ
Notary Public - California
Los Angeles County
Commission # 2431674
My Comm. Expires Dec 20, 2026

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rocio Ordaz

Place Notary Seal and/or Stamp Above

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

EXHIBIT A

LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. 703

OWNER(S)	EXISTING APN	PROPOSED LOT NUMBER
THE CITY OF PALMDALE A MUNICIPAL CORPORATION	3001-026-924	LOT 1
THE CITY OF PALMDALE A MUNICIPAL CORPORATION	3001-026-923	LOT 2

LEGAL DESCRIPTION BEFORE ADJUSTMENT

LOT 1

PARCEL 22, IN THE CITY OF PALMDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY, FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM FORTY PERCENT (40%) OF ALL OIL, GAS, AND MINERALS, AND ALL OIL, GAS, AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET, BUT WITHOUT ANY SURFACE RIGHTS OF RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, A CORPORATION, RECORDED AUGUST 23, 1956 IN BOOK 52101 PAGE(S) 112, OF OFFICIAL RECORDS, AS INSTRUMENT NO. 265, OF OFFICIAL RECORDS.

LOT 2

PARCEL 21, IN THE CITY OF PALMDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY, FILED IN BOOK 78 PAGE(S) 17 TO 19 INCLUSIVE OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM FORTY PERCENT (40%) OF ALL OIL, GAS, AND MINERALS, AND ALL OIL, GAS, AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET, BUT WITHOUT ANY SURFACE RIGHTS OF RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, A CORPORATION, RECORDED AUGUST 23, 1956 IN BOOK 52101 PAGE(S) 112, OF OFFICIAL RECORDS, AS INSTRUMENT NO. 265, OF OFFICIAL RECORDS.

PREPARED BY: JOB # 201211.16

Cannon

16842 VON KARMAN AVENUE SUITE 150
IRVINE, CALIFORNIA 92606 (949) 753-8111
Civil Engineering • Planning • Surveying

EXHIBIT A

LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. 703

LEGAL DESCRIPTIONS AFTER ADJUSTMENT

PARCEL A

THAT PORTION OF PARCEL 22, IN THE CITY OF PALMDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY, FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 21 OF SAID RECORD OF SURVEY, FROM WHICH SAID POINT THE CENTERLINE INTERSECTION OF RANCHO VISTA BOULEVARD AND 25th STREET WEST (PRIVATE AND FUTURE STREET AND PUBLIC STREET SECTION OF RANCHO VISTA BOULEVARD) BEARS SOUTH 00°53'37" EAST, 50.01 FEET;

THENCE ALONG SAID CENTERLINE NORTH 00°53'37" WEST, 595.02 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 89°06'23" WEST, 82.00 FEET TO THE WEST LINE OF 25th STREET WEST (PRIVATE & FUTURE STREET) TO THE POINT OF BEGINNING FOR PARCEL A;

THENCE SOUTHERLY ALONG SAID LINE, SOUTH 00°53'37" EAST, 250.71 FEET;

THENCE NORTH 89°47'40" WEST, 135.05 FEET, SAID LINE BEING PARALLEL AND 292.67 FEET NORTH OF THE SOUTH LINE OF SAID PARCEL 21;

THENCE NORTH 00°12'20" EAST 250.67 FEET;

THENCE SOUTH 89°47'40" EAST, 130.24 FEET, SAID LINE BEING PARALLEL AND 543.34 FEET NORTH OF SAID SOUTH LINE, BACK TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM FORTY PERCENT (40%) OF ALL OIL, GAS, AND MINERALS, AND ALL OIL, GAS, AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET, BUT WITHOUT ANY SURFACE RIGHTS OF RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, A CORPORATION, RECORDED AUGUST 23, 1956 IN BOOK 52101 PAGE(S) 112, OF OFFICIAL RECORDS, AS INSTRUMENT NO. 265, OF OFFICIAL RECORDS.

CONTAINING 0.76 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

8/14/25

BURL V. STEUDE
L.S. 9103

DATE

LICENSED LAND SURVEYOR
BURL V. STEUDE
No. 9103
STATE OF CALIFORNIA

PREPARED BY: JOB # 201211.16

Cannon

16842 VON KARMAN AVENUE SUITE 150
IRVINE, CALIFORNIA 92606 (949) 753-8111
Civil Engineering • Planning • Surveying

EXHIBIT A

LEGAL DESCRIPTION
LOT LINE ADJUSTMENT NO. 703

LEGAL DESCRIPTION AFTER ADJUSTMENT

PARCEL B

PARCEL 21 AND A PORTION OF PARCEL 22, IN THE CITY OF PALMDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON RECORD OF SURVEY, FILED IN BOOK 78 PAGES 17 TO 19 INCLUSIVE OF RECORD OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.
EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 21 OF SAID RECORD OF SURVEY, FROM WHICH SAID POINT THE CENTERLINE INTERSECTION OF RANCHO VISTA BOULEVARD AND 25th STREET WEST (PRIVATE AND FUTURE STREET AND PUBLIC STREET SECTION OF RANCHO VISTA BOULEVARD) BEARS SOUTH 00°53'37" EAST, 50.01 FEET;

THENCE ALONG SAID CENTERLINE NORTH 00°53'37" WEST, 595.02 FEET;

THENCE LEAVING SAID CENTERLINE, SOUTH 89°06'23" WEST, 82.00 FEET TO THE WEST LINE OF 25th STREET WEST (PRIVATE & FUTURE STREET) TO POINT OF BEGINNING FOR PARCEL A;

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EXCEPTING THEREFROM FORTY PERCENT (40%) OF ALL OIL, GAS, AND MINERALS, AND ALL OIL, GAS, AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET, BUT WITHOUT ANY SURFACE RIGHTS OF RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, A CORPORATION, RECORDED AUGUST 23, 1956 IN BOOK 52101 PAGE(S) 112, OF OFFICIAL RECORDS, AS INSTRUMENT NO. 265, OF OFFICIAL RECORDS.

CONTAINING 3.99 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

8/14/25

BURL V. STEUDE
L.S. 9103

DATE

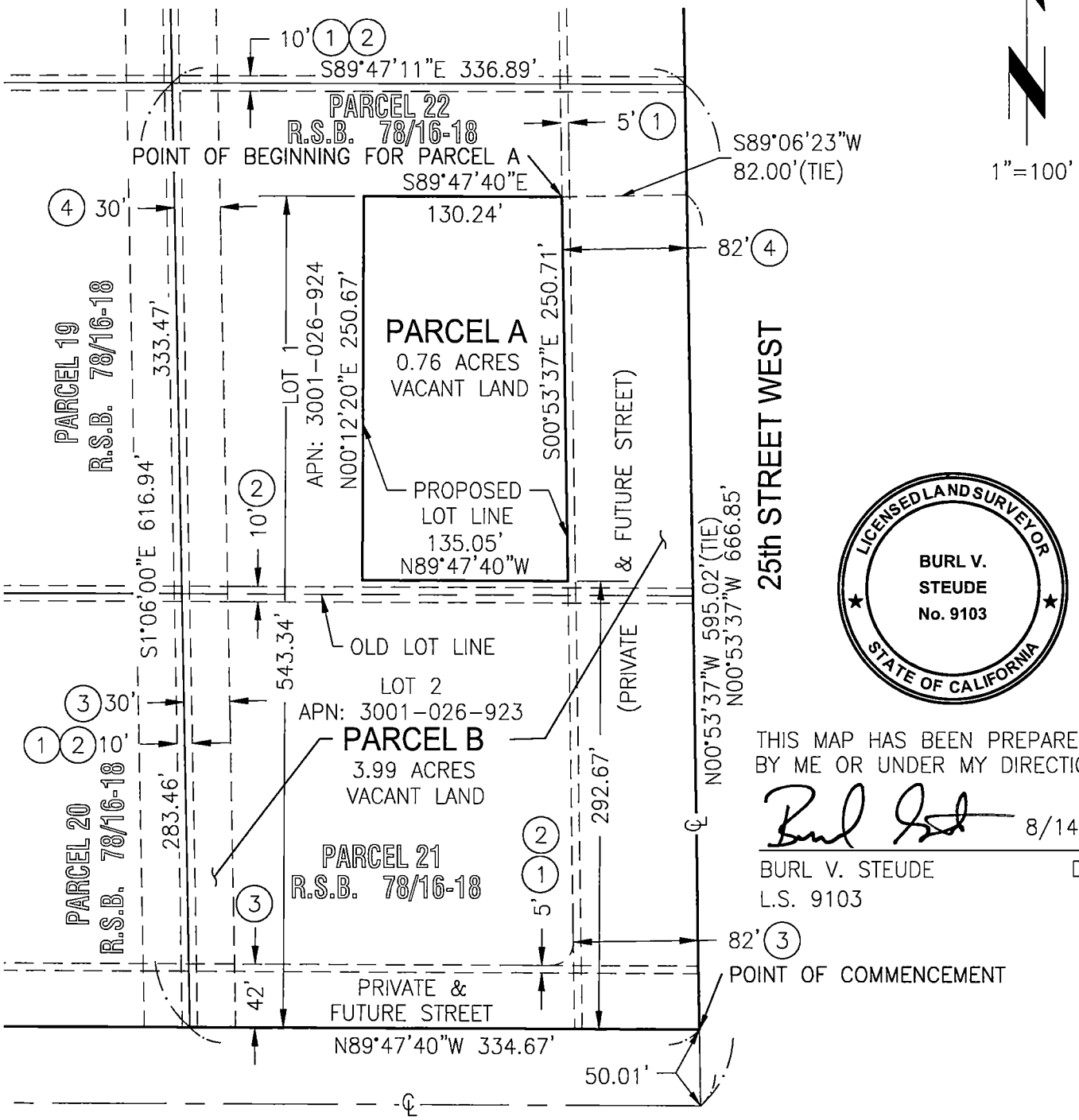
LICENSED LAND SURVEYOR
BURL V. STEUDE
No. 9103
STATE OF CALIFORNIA

PREPARED BY: JOB # 201211.16

Cannon
16842 VON KARMAN AVENUE SUITE 150
IRVINE, CALIFORNIA 92606 (949) 753-8111
Civil Engineering • Planning • Surveying

EXHIBIT B

LOT LINE ADJUSTMENT NO. 703



LICENSED LAND SURVEYOR
BURL V. STEUDE
No. 9103
STATE OF CALIFORNIA

THIS MAP HAS BEEN PREPARED BY ME OR UNDER MY DIRECTION

8/14/25

BURL V. STEUDE — DATE

L.S. 9103

SEE SHEET 2 FOR EASEMENT DESCRIPTIONS

PREPARED BY: JOB # 201211.16

Cannon

16842 VON KARMAN AVENUE SUITE 150
IRVINE, CALIFORNIA 92606 (949) 753-8111
Civil Engineering • Planning • Surveying

EXHIBIT B

LOT LINE ADJUSTMENT NO. 703

OWNER(S)	EXISTING APN	PROPOSED PARCEL LETTER
THE CITY OF PALMDALE A MUNICIPAL CORPORATION	3001-026-924	LOT 1
THE CITY OF PALMDALE A MUNICIPAL CORPORATION	3001-026-923	LOT 2

EASEMENTS:

1 PUBLIC UTILITIES AND INCIDENTAL PURPOSES EASEMENT RECORDED JANUARY 19, 1961 IN BOOK D-1097 PAGE 901, O.R.

2 UTILITY INSTALLATION EASEMENT PER COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED IN BOOK M-1142 PAGE 873, O.R. AND MODIFIED SEPTEMBER 13, 2000 BY INSTRUMENT NO. 2000-1433806, O.R.

3 PRIVATE STREET EASEMENT RECORDED MARCH 14, 1963 AS INSTRUMENT NO. 610, O.R.

4 PRIVATE STREETS, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, PUBLIC UTILITIES, DRAINAGE AND SEWER EASEMENT RECORDED DECEMBER 6, 1962 AS INSTRUMENT NO. 4680, O.R.

LEGEND:

——————— PROPOSED LOT LINE

——————— EXISTING LOT LINE TO REMAIN

— — — — — EXISTING LOT LINE TO BE REMOVED

– – – – – – – – EASEMENT

PREPARED BY: JOB # 201211.16

Cannon

16842 VON KARMAN AVENUE SUITE 150
IRVINE, CALIFORNIA 92606 (949) 753-8111
Civil Engineering • Planning • Surveying

RECORDING REQUESTED BY:

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 is for Recorder's Use

CERTIFICATE OF APPROVAL FOR LOT LINE ADJUSTMENT NO. 703

WHEREAS, Section 66412 (D) of the Subdivision Map Act makes provisions for the local agency to approve Lot Line Adjustments where the land taken from one parcel is added to an adjacent parcel, and where a greater number of parcels than originally existed is thereby not created; and

WHEREAS, the Planning Manager has reviewed Lot Line Adjustment No. **703** and has made a finding that the real property described in Exhibit "A" and "B" complies with the provisions of the applicable City of Palmdale Ordinances and regulations; and

WHEREAS, the Planning Manager has made the following findings:

1. That the Lot Line Adjustment is eligible for processing under Section 66412 (D) of the Subdivision Map Act;

2. The resulting parcels as shown in Exhibits "A" and "B" meet the requirements of the Zoning Code; and

NOW, therefore, be it resolved that the proposed Lot Line Adjustment No. 703, as shown in Exhibits "A" and "B", is hereby approved, and that the parcels can be considered building sites upon the recordation of this document and the recordation of the necessary deeds of conveyance making the adjustment in conformance with this approval.

CITY OF PALMDALE

9/14/25
DATED

BRENDA MAGANA
PLANNING MANAGER

Attached: CERTIFICATE OF APPROVAL
Attached: REQUEST FOR LOT LINE ADJUSTMENT

RECORDING REQUESTED BY:

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 is for Recorder's Use

REQUEST FOR LOT LINE ADJUSTMENT
LOT LINE ADJUSTMENT NO. 703

We the undersigned hereby request that this division of land qualifies for exemption from the Parcel Map Regulations, in accordance with Section 66412(d) of the Subdivision Map Act.

We understand that a Lot Line Adjustment may be granted between Parcels if:

1. This division is in accordance with Title 16 of the Subdivision Ordinance of the Municipal Code.
2. The Lot Line Adjustment does not create any new lots.
3. Does not include any lots or parcels created illegally.
4. Does not impair any existing access or create a need for access to any adjacent lots or parcels.
5. Does not impair any existing easements or create a need for any easements to any adjacent lots or parcels.
6. Does not impair reasonable land planning or create undesirable lot configurations due to existing environmental conditions or current zoning development standards.
7. Does not require substantial alteration of any existing improvements or create a need for any improvements.

Also, the Director of Planning may impose conditions to conform to local zoning and building ordinances of the City of Palmdale to be satisfied prior to the recording of the Lot Line Adjustment.

It is still the mutual desire of the undersigned, consistent with Title 16, to adjust the boundaries between our properties, as indicated by the attached, for the following reasons: Resizing of lot lines to accommodate project improvements.

EXISTING ZONING: PUBLIC FACILITY-PARK PROPOSED ZONING: PUBLIC FACILITY-PARK

ASSESSOR PARCEL NUMBERS:

PARCEL A: 3001-026-924 PARCEL C: _____

PARCEL B: 3001-026-923 PARCEL D: _____

OWNER INFORMATION:

PARCEL A:	PARCEL B:	PARCEL C:	PARCEL D:
_____	_____	_____	_____
Owner's Signature	Owner's Signature	Owner's Signature	Owner's Signature
Nardy Lopez (Deputy City Manager)	Nardy Lopez (Deputy City Manager)	_____	_____
Owner's Name	Owner's Name	Owner's Name	Owner's Name
38300 Sierra Hwy, Palmdale CA 93350	38300 Sierra Hwy, Palmdale CA 93350	_____	_____
Address	Address	Address	Address

NOTE: **ALL SIGNATURES MUST BE NOTARIZED**

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On August 18, 2025 (Date) before me, Alana Jones Robinson, Notary Public (Here Insert Name and Title of the Officer),

personally appeared Nardy Lopez (Name(s) of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ALANA JONES ROBINSON
Notary Public - California
Los Angeles County
Commission # 2440166
My Comm. Expires Mar 2, 2027

Place Notary Seal and/or Stamp Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Alana J

Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer – Title(s): _____	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: _____	Signer is Representing: _____

©2019 National Notary Association

ILLEGIBLE NOTARY SEAL DECLARATION
GOVERNMENT CODE SECTION 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THE NOTARY SEAL ON THE DOCUMENT TO WHICH THIS STATEMENT IS ATTACHED READS AS FOLLOWS:

NAME OF NOTARY ROCIO ORDAZ

NAME OF COUNTY LOS ANGELES

DATE COMMISSION EXPIRES 12-20-2026

COMMISSION NUMBER 2431674

VENDOR NUMBER NNA1

SIGNED

PLACE OF EXECUTION RIVERSIDE, CA

DATE 8/27/25

RECORDING REQUESTED BY:
LOS ANGELES COUNTY WATERWORKS
DISTRICT NO. 40, ANTELOPE VALLEY

MAIL TAX STATEMENTS AND
WHEN RECORDED MAIL TO:
Los Angeles County Public Works,
Waterworks Division
P.O. Box 1460
Alhambra, CA 91802-1460

SPACE ABOVE THIS LINE IS 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.
THIS UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX IS $ZERO

GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S): DOCUMENTARY TRANSFER TAX IS $_____

_____ Computed on full value of property conveyed, or

_____ Computed on full value less liens and encumbrances remaining at time of sale.

_____ Unincorporated area _____ **City of Palmdale**

For valuable consideration, receipt of which is hereby acknowledged,

THE CITY OF PALMDALE, a Charter City

hereby GRANT(S) to Los Angeles County Waterworks District No. 40

the real property situated in the City of Palmdale, County of Los Angeles, State of California, more particularly described as follows:

See Exhibit "A" attached hereto for complete legal description.

It is understood that each undersigned grantor grants only that portion of the above-described land in which said grantor has interest.

CITY OF PALMDALE, a Charter City

_____

Laura Bettencourt, Mayor Pro Tem Date

NOTE: All signatures must be notarized. Attach acknowledgement form(s).
MAIL TAX STATEMENTS AS DIRECTED ABOVE

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) SS.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally

appeared _____,

who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

WATERWORKS DISTRICT NO. 40
SPECIFICATION NO. 34-348.1
DISTRIBUTION MAP NO. 0-19W, 0-23W
APN 3001-026-922

LEGAL DESCRIPTION

PARCEL A, AS SHOWN ON LOT LINE ADJUSTMENT NUMBER 703 FILED FOR RECORD ON AUGUST _____, 2025 AS INSTRUMENT NUMBER _____-_____, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, STATE OF CALIFORNIA, ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 21 OF SAID RECORD OF SURVEY, FROM WHICH SAID POINT THE CENTERLINE INTERSECTION OF RANCHO VISTA BOULEVARD AND 25th STREET WEST (PRIVATE AND FUTURE STREET AND PUBLIC STREET SECTION OF RANCHO VISTA BOULEVARD) BEARS SOUTH 00°53'37" EAST, 50.01 FEET;

THENCE ALONG SAID CENTERLINE NORTH 00°53'37" WEST, 595.02 FEET;

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THENCE SOUTH 89°47'40" EAST, 130.24 FEET, SAID LINE BEING PARALLEL AND 543.34 FEET NORTH OF SAID SOUTH LINE, BACK TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM FORTY PERCENT (40%) OF ALL OIL, GAS, AND MINERALS, AND ALL OIL, GAS, AND MINERAL RIGHTS THEREUNDER BELOW 500 FEET, BUT WITHOUT ANY SURFACE RIGHTS OF RIGHTS OF ENTRY, AS RESERVED IN DEED FROM H.C. LAND CORPORATION, A CORPORATION, RECORDED AUGUST 23, 1956 IN BOOK 52101 PAGE(S) 112, OF OFFICIAL RECORDS, AS INSTRUMENT NO. 265, OF OFFICIAL RECORDS.

CONTAINING 0.76 ACRES, MORE OR LESS.

AS SHOWN ON EXHIBIT B ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

END DESCRIPTION

PREPARED BY:

BURL V. STEUDE, LS 9103
August 28, 2025

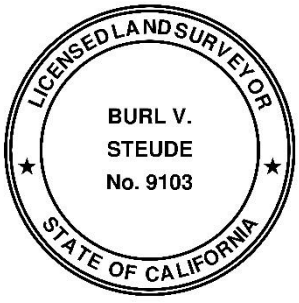
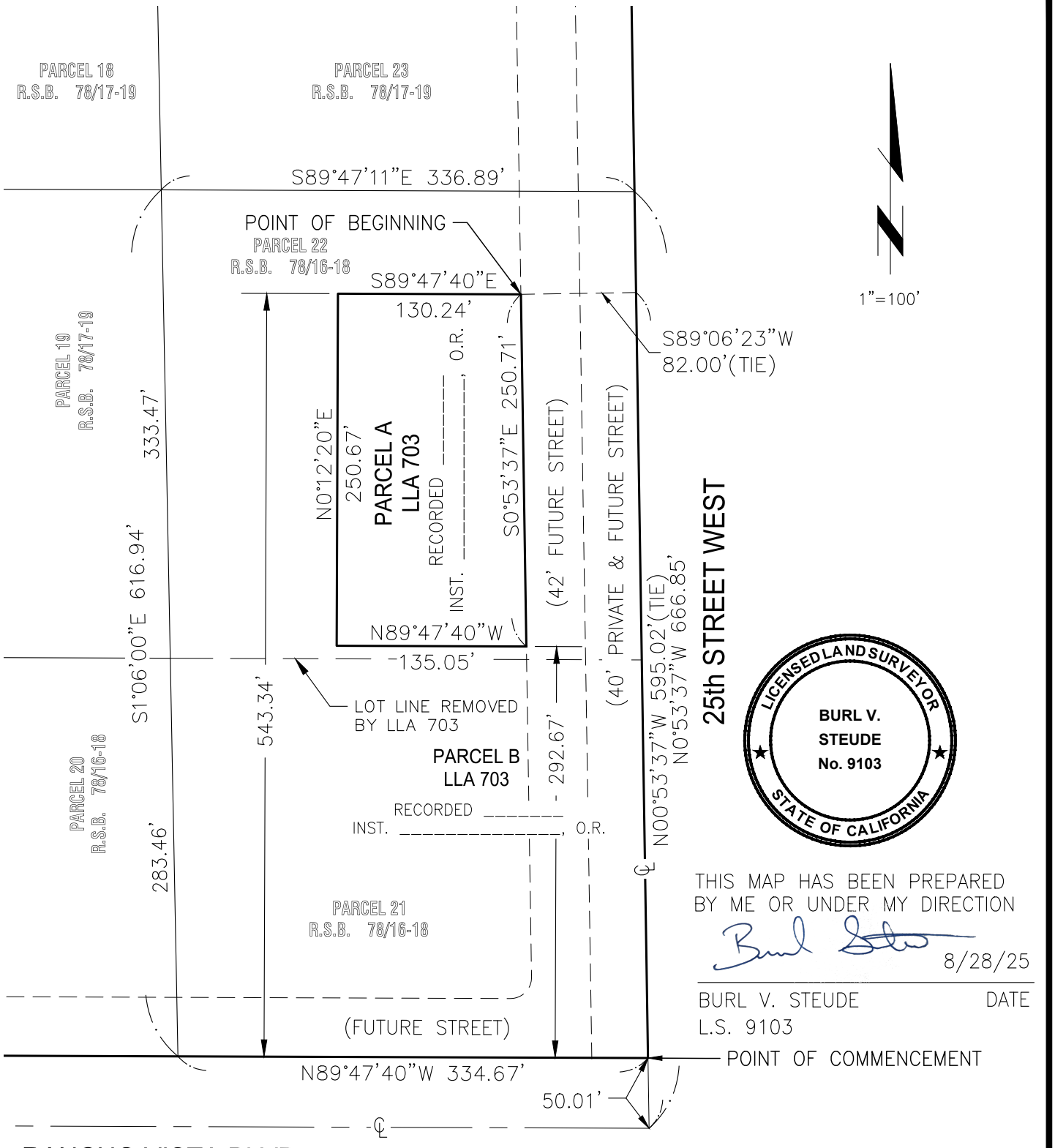


EXHIBIT A

EXHIBIT B



LICENSED LAND SURVEYOR
BURL V. STEUDE
No. 9103
STATE OF CALIFORNIA

THIS MAP HAS BEEN PREPARED
BY ME OR UNDER MY DIRECTION

8/28/25

BURL V. STEUDE — DATE
L.S. 9103

WATERWORKS DISTRICT NO. 40
SPECIFICATION NO. 34-348.1
DISTRIBUTION MAP NO. O-19W, O-23W
A.P.N. 3001-026-922

PREPARED BY: JOB # 201211.16

Cannon
16842 VON KARMAN AVENUE SUITE 150
IRVINE, CALIFORNIA 92606 (949) 753-8111
Civil Engineering • Planning • Surveying

City Council Staff Report

DATE: **OCTOBER 7, 2025**

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

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **5**

SUBJECT: **APPROVE CONSTRUCTION AGREEMENT WITH ALL AMERICAN BUILDING SERVICES FOR PN 839, MCADAM PARK PAVILION REHABILITATION PROJECT FOR A TOTAL NOT TO EXCEED AMOUNT OF $234,564 FOR A TERM OF 30 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Construction Agreement No. A-9446 with All American Building Services for PN 839, McAdam Park Pavilion Rehabilitation Project (Project), for a total not to exceed amount of $234,564, which includes a contract amount of $213,240, plus a 10% contingency amount of $21,324 for a term of 30 working days from the date of the Notice to Proceed;

2. Authorize the Interim City Manager or his designee to execute Agreement No. A-9446 with All American Building Services, including minimal and/or non-substantial changes; and,

3. Authorize the Interim City Manager or his designee to approve change orders for additional or changed scopes of work up to the 10% contingency amount approved by the Council.

BACKGROUND

The McAdam Park Pavilion Rehabilitation Project proposes repairing four pavilions and the Old Palmdale Schoolhouse (Schoolhouse). The Project will include replacing damaged wood, installing a new roof, and repainting all structures. These repairs are necessary due to the buildings' age; the pavilions are over 30 years old, and the Schoolhouse, originally built in 1888 and located at Avenue R-8 and 27th Street East,

one mile south of McAdam Park, was dedicated to the citizens of Palmdale in 1980. It was later moved to McAdam Park in July 1987.

DISCUSSION

The Project was publicly advertised for construction bids via the PlanetBids electronic platform on July 15, 2025, with fourteen (14) vendors registered as prime contractors. On August 5, 2025, three (3) bids for this project were received and are listed below:

Bidder	Location	Amount
1. All American Building Services	Santa Clarita, CA	$213,240.00
2. Final Touch Construction	Fontana, CA	$232,431.00
3. Aza Construction	Lawndale, CA	$239,462.70

References have been checked, and staff recommend that the City Council approve Project No. 839 to the apparent low bidder, All American Building Services, in the amount of $234,564 with an allowed 10% contingency. All American Building Services is currently working on the Marie Kerr Park Pool Deck Expansion Project.

FISCAL IMPACT

$234,564; The Project is funded using Measure AV funds.

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:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Agrmt No. A-9446 with All American Building Services

AGREEMENT NO. A- 9446
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND ALL AMERICAN BUILDING SERVICES

THIS CONTRACT (“Contract”) is made and entered into by and between City of Palmdale, a public entity ("City"), and ALL AMERICAN BUILDING SERVICES, a Contractor ("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:

This project is refurbishing McAdam Park pavilions and old schoolhouse. The scope of work for the four structure pavilions will be to furnish, add straps to the roof beam, replace roofing beams, replace roofing materials, replace sheathing, replace fascia boards. Remove, repair or replace any damage or dry rotted wood around the exterior and interior of the pavilions. Prep for painting. Painting all four structure pavilions. The scope of work for the old schoolhouse will be removing and replacing the cedar roof shingles, remove, furnish, repair or replace any damage or dry rotted wood around the exterior, this includes patio wood, wood around the windows, doors and wood paneling. Repairing the damage security door. Repair any holes or damaged holes. Add crawl space screens or covers. Prep for painting. Painting the exterior of the schoolhouse. Adding the signs around the schoolhouse. The duration of the project to complete all site improvements and installation shall 30 working days.

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 Hundred and Thirteen Thousand Two Hundred Forty Dollars ($213240) 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 30 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 **or Specialty Contractor License consisting of Class A licensee** to perform the required work (“Work”). Contractor’s DIR registration number is 100079048. 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
- $2,000,000.00 limit on a per occurrence basis
- $4,000,000.00 general aggregate limit

11.1.2 Commercial Automobile Liability
- $2,000,000.00 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

11.2 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 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
Interim City Manager

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

ALL AMERICAN BUILDING SERVICES

SIGNATURE AREA

Anthony Innabi Date
President

ADDRESS FOR NOTICE:
ALL AMERICAN BUILDING SERVICES

Santa Clarita, CA 91380

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)

City Council Staff Report

DATE: **OCTOBER 7, 2025**

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

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **2**

SUBJECT: **APPROVE FIRST AMENDMENT TO AGREEMENT WITH ALL AMERICAN BUILDING SERVICES FOR PN 862, MARIE KERR PARK SWIM DECK EXPANSION PROJECT, INCREASING THE AGREEMENT BY $5,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF $436,695 WITH AN EXTENSION OF 15 WORKING DAYS FOR A TOTAL OF 65 WORKING DAYS**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve First Amendment to Agreement No. A-8679 with All American Building Services for PN 862, Marie Kerr Park Swim Deck Expansion Project (Project), increasing the Agreement by $5,000 for a total not to exceed amount of $436,695 with an extension of 15 working days for a total of 65 working days; and,

2. Authorize the Interim City Manager or his designee to execute First Amendment to Agreement No. A-8679 with All American Building Services, including minimal and/or non-substantial changes.

BACKGROUND

On May 6, 2025, the City Council approved Construction Agreement No. A-8679 with All American Building Services for $392,450, plus a contingency amount of $39,250, for a total of 50 working days. The scope of work included expanding the existing pool deck to increase capacity and expand operations. The Project moved existing fencing and installed new fencing, including a new extended patio deck to improve ingress/egress routes. The added deck space allows for expanded swim team operations, additional space for family members to watch, a handicapped-accessible walk path, and an entry connecting to the adjacent recreation center. The Project also included modification of the drainage infrastructure, new landscaping, and irrigation.

DISCUSSION

The project is 65% complete, with demolition, grading, and underground protection finished. During the demolition phase, several underground conduits were exposed that were not previously known. Per City standards, the conduits require exterior sleeve protection when under a concrete slab. The underground conduit protection resulted in Change Order One for $29,623, which was within the approved 10% contingency amount and executed administratively.

Additionally, it was found that a small section of grass adjacent to the pool deck would no longer receive irrigation due to the project scope. Staff requested that the grass be removed, and the area filled in with concrete to avoid unsightly turf conditions. The total additional cost for this scope is $11,348, which will exceed the contingency amount, requiring an additional $5,000 in funding to complete.

FISCAL IMPACT

$5,000; This project is funded using Los Angeles County Regional Park and Open Space District (RPOSD) Measure A grant funds. Funds are budgeted and available in FY 2025-26.

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:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Agrmt No. A-8679 First Amendment with All American Building Services
Agrmt No. A-8679 Change Order One with All American Building Services
Agrmt No. A-8679 with All American Building Services

CITY OF PALMDALE
PUBLIC WORKS - CIP DIVISION

CHANGE IN WORK REQUEST

CIP-201 (01/2025)

SHEET	1	OF	1

PROJECT ID NO.	862	**AGREEMENT NO.**	A-8679	**REQUEST NO.**	2
PROJECT NAME	Marie Kerr Swim Deck Expansion Project				
PROJECT DESCRIPTION	Expansion of the existing pool deck				
CONTRACTOR	All American Building Services				
FUNDING SOURCE	P0105211-724525-2108	**DELEGATED LIMIT**		$422,073.00	

COST		TIME	
ESTIMATED CHANGE ORDER AMOUNT	$11,347.29	**ORIGINAL CONTRACT DURATION *(A)***	57
AMOUNT PREVIOUSLY REQUESTED	$29,623.00	**WORKING DAYS PREVIOUSLY GRANTED *(B)***	7
ORIGINAL CONTRACT AMOUNT	$392,450.00	**WORKING DAYS USED TO DATE *(C)***	19
REVISED CONTRACT TOTAL AMOUNT	$422,073.00	**TOTAL WORKING DAYS REMAINING *(A+B) -C***	45
PERCENT TOTAL CHANGE TO ORIGINAL CONTRACT AMOUNT	%10.44		

DETAILED EXPLANATION OF WORK REQUESTED (INCLUDE JUSTIFICATION FOR GRANTING ADDITIONAL WORKING DAYS)

After excavation there is an area of grass turf that will no longer be receiving irrigation. The area will be filled with concrete to avoid unsightly turf conditions.

SD[1] / CITY	ITEM NO.	ITEM DESCRIPTION	BASIS OF PAY[2]	QUANTITIES [NEGATIVE QUANTITIES IN PARENTHESIS]	UNIT PRICE	TOTAL [NEGATIVE AMOUNTS IN PARENTHESIS]	ADDITIONAL WORKING DAYS
1	1	Concrete Work	NEG	1	1	$11,347.29	7
					TOTAL	$11,347.29	7

1. Specify the Supervisorial District and any Cities for S-Items
2. **CON**tract, **NEG**otiated, **T**ime **&** **M**aterial, OR **STIP**ulated

CHANGE IN WORK CODE													
AC		**EOE**		**EOP**		**ARC**		**UFC**					

	SIGNATURE	PRINT NAME & TITLE	DATE
SUBMITTED BY		Cody Hicks, Project Manager	
APPROVAL RECOMMENDED BY		Jon Wu, Deputy Director of PW	
FUNDING MANAGER/ SPONSOR		Joyce Workman, Senior Analyst	
AGENCY AUTHORIZED REPRESENTATIVE		Leonardo Torres, Director of PW	

CITY OF PALMDALE
PUBLIC WORKS - CIP DIVISION

CHANGE ORDER

CIF-204 (01/2025)

SHEET		OF	

PROJECT ID NO.	862	**PROJECT NO.**	A-8679	**CHANGE ORDER NO.**	2
PROJECT NAME	Marie Kerr Swim Deck Expansion Project				
PROJECT DESCRIPTION	Expansion of the existing pool deck				
CONTRACTOR	All American Building Services				

DESCRIPTION OF CHANGE

After excavation there is an area of grass turf that will no longer be receiving irrigation. The area will be filled with concrete to avoid unsightly turf conditions.

ITEM NO.	ITEM DESCRIPTION	BASIS OF PAY*	QUANTITIES [NEGATIVE QUANTITIES IN PARENTHESIS]	UNIT PRICE	TOTAL [NEGATIVE AMOUNTS IN PARENTHESIS]	ADDITIONAL WORKING DAYS
1	Concrete Work	NEG	1	$11,347.29	$11,347.29	7
*CONtract, NEGotiated, Time & Material, OR STIPulated				TOTAL	$11,347.29	7

THE AFOREMENTIONED CHANGE AND WORK AFFECTED THEREBY ARE SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS. THE RIGHTS OF THE OWNER ARE NOT PREJUDICED. THIS CHANGE ORDER REFLECTS AN ACCORD AND SATISFACTION WITH RESPECT TO ALL OF CONTRACTOR'S CLAIMS AGAINST THE OWNER WHICH ARISE OUT OF, OR ARE RELATED TO, THE AFOREMENTIONED CHANGES INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR EXTRA WORK, TIME, DELAY, IMPACT AND EXTENDED HOME AND FIELD OFFICE OVERHEAD, AND ANY CLAIM FOR DEDUCTION OF WORK, INCLUDING LOST PROFITS, AND ALL OTHER CLAIMS OF CONTRACTOR ARE HEREBY SATISFIED AND ARE WAIVED AND RELEASED BY THE CONTRACTOR. ALL OTHER TERMS AND CONDITIONS SHALL REMAIN IN FULL FORCE AND EFFECT.

	SIGNATURE	PRINT NAME & TITLE	DATE
SUBMITTED BY		Cody Hicks, Project Manager	
APPROVAL RECOMMENDED BY		Anthony Innabi, President	
AGENCY AUTHORIZED REPRESENTATIVE		Lee Torres, Director of Public Works	

CITY OF PALMDALE
PUBLIC WORKS - CIP DIVISION

CHANGE IN WORK REQUEST

CIP-201 (01/2025)

SHEET	1	OF	1

PROJECT ID NO.	PN 862	**AGREEMENT NO.**	A-8679	**REQUEST NO.**	1
PROJECT NAME	Marie Kerr Park Swim Deck Expansion				
PROJECT DESCRIPTION	Extension of the existing pool deck.				
CONTRACTOR	All American Building Services				
FUNDING SOURCE	P0105211-724525-2108	**DELEGATED LIMIT**		$392,450.00	

COST		TIME	
ESTIMATED CHANGE ORDER AMOUNT	$29,623.00	**ORIGINAL CONTRACT DURATION *(A)***	90
AMOUNT PREVIOUSLY REQUESTED	N/A	**WORKING DAYS PREVIOUSLY GRANTED *(B)***	0
ORIGINAL CONTRACT AMOUNT	$392,450.00	**WORKING DAYS USED TO DATE *(C)***	
REVISED CONTRACT TOTAL AMOUNT	$422,073.00	**TOTAL WORKING DAYS REMAINING *(A+B) -C***	
PERCENT TOTAL CHANGE TO ORIGINAL CONTRACT AMOUNT	%7.5		

DETAILED EXPLANATION OF WORK REQUESTED (INCLUDE JUSTIFICATION FOR GRANTING ADDITIONAL WORKING DAYS)

After demo and grading was completed, irrigation and irrigation control conduits were found under the existing concrete slab. Per Landscaping, all pipes under the concrete slab will be sleeved for protection. Excavation, sleeves, reconnection, and backfill for 23'-6" (6") and 125' (3") existing pipes.
Installation of 30' electrical conduit with irrigation wire, double sleeve, and in-ground electrical box, including turf restoration.

SD[1] / CITY	ITEM NO.	ITEM DESCRIPTION	BASIS OF PAY[2]	QUANTITIES [NEGATIVE QUANTITIES IN PARENTHESIS]	UNIT PRICE	TOTAL [NEGATIVE AMOUNTS IN PARENTHESIS]	ADDITIONAL WORKING DAYS
1	1	Demo and reconstruct pipes	NEG	1	$12,600	$12,600.00	4
1	2	Trenching and compaction	NEG	1	$4,500.00	$4,500.00	2
1	3	Electrical reconnection	NEG	1	$7,700.00	$7,700.00	1
1	4	Profit, overhead and bonding	NEG	1	$4,822.41	$4,822.41	0
					TOTAL	$29,622.41	7

1. Specify the Supervisorial District and any Cities for S-Items
2. **CON**tract, **NEG**otiated, Time **&** Material, OR **STIP**ulated

CHANGE IN WORK CODE													
AC		**EOE**		**EOP**		**ARC**		**UFC**					

	SIGNATURE	PRINT NAME & TITLE	DATE
SUBMITTED BY		Cody Hicks, Project Manager	8/5/25
APPROVAL RECOMMENDED BY		Jon Wu, Deputy Director of PW	8/5/25
FUNDING MANAGER/ SPONSOR		Joyce Workman, Senior Analyst	
AGENCY AUTHORIZED REPRESENTATIVE		Lee Torres, Director of PW	8/5/25

All American Building Service

Construction Company
PO BOX 802586 Santa Clarita
P: +1 (323) 422 - 6013

Project: 862_Marie Kerr Park Swim Deck Expansion

8/5/2025	COR No: #01_Rev-02

CHANGE ORDER REQUIEST

To:
City of Palmdale | Public Works Department

From:
All American Building Services

Scope of Work

This Change Order includes:

1.-Excavation, sleeves, reconnection, and backfill for 23'-6" (6") and 125' (3") existing pipes.
2.-Installation of 30' electrical conduit with irrigation wire, double sleeve, and in-ground electrical box, including turf restoration.

Item #	Item Descpription		
1	**General Contractor:** All American Building Services		
1.- Plumbing – Cutting, removal, and reconnection of 23'-6" of 6" pipe and 125' of 3"		$	12,600.00
2.- Trenching & compaction		$	4,500.00
3.- Electrical Work – Installation of 30' conduit with irrigation wire and in-ground		$	7,700.00
	Subtotal	**$**	**24,800.00**
	Profit + Overhead (17.68%)	$	4,384.64
	Subtotal 1	**$**	**29,184.64**
	Insurance & Bonding (1.5%)	$	437.77
	Total	**$**	**29,622.41**

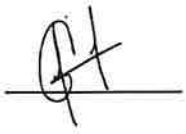
Twenty-nine thousand six hundred twenty-two 41/100 dollars.

****THIS CHANGE ORDER WILL INCREASE THE COMPLETION TIME BY (TBD) DAYS*****

OUR PROPOSAL IS VALID FOR FIFTEEN (15) DAYS ONLY. SHOULD WE NOT RECEIVE YOUR WRITTEN DIRECTIVE WITHIN THIS PERIOD, OUR PROPOSAL SHOULD BE CONSIDERED WITHDRAWN, AND WORK WILL PROCEED PER OUR ORIGINAL DOCUMENTS.

THIS CHANGE ORDER IS LIMITED TO THE ABOVE DESCRIPTION OF WORK ONLY. ALL WORK IS BASED ON STRAIGHT TIME ONLY.

Submited by Contractor: All American Building Services

Name: Cesar Angulo **Signature:**  **Date:** 08/05/2025

Approved by Owner:

Name: _____ **Signature:** _____ **Date:** _____

Change Order File

This change order is limited to the work described above. All work is based on straight time, without consideration to the time impact, allowance for acceleration, crew adjustment or overtime. Our price does not include delay. It also does not include impact on the unchanged work, interruption of the schedule. Extended overhead, ripple effect, disruption, inefficiency or cumulative impact on all other work under this contract. The proposal is solely for the direct cost of performing the work in the change order.

All American Building Service, Inc.
PO BOX 802586
Santa Clarita, CA 91380
P: +1 (323) 422 - 6013

CHANGE ORDER REQUEST - Marie Kerr Park Swim Deck Expansion

Submitted By:

All American Building Services

PO BOX 802586, Santa Clarita, CA

Phone: (323) 422-6013

To:

City of Palmdale | Public Works Department

Project: 862_Marie Kerr Park Swim Deck Expansion

COR No: #01_Rev02

Date: 8/5/2025

Revised Cost Summary ($29,622.41):

Base Cost (Labor/Material/Equipment):	$24,800.00
Profit & Overhead (~16.34%):	$ 4,384.64
Insurance & Bonding (1.5%):	$ 437.77
Total Revised Cost:	$29,622.41

Enhanced Scope of Work with Supplies and Equipment:

1. **Plumbing: $12,600.00**
   a) Labor $6,300.00
   b) Materials $3,780.00
   c) Equipment $2,520.00

- Cutting, removal, and reconnection of approximately 23.5 linear feet of existing 6" PVC pipe and 125 linear feet of 3" PVC pipe.
- Existing pipes are to be sleeved using PVC pipes of double the original diameter to protect and encase the active lines.
- Pipe joints will be mechanically secured using Smith-Blair Style 441 OMNI Couplings, capable of joining plain-end pipes of varying O.D.s, per AWWA C219 standards, providing long-term durability and leak resistance.
- Materials: PVC pipe (Schedule 40 or SDR-rated double diameter), Smith-Blair 441 couplings, gaskets, primer/cement, and marking tape.
- Equipment: Pipe cutter, trench shovel, trench jack, mechanical lift, coupler torque wrench.

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PO BOX 802586
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2. **Trenching & Backfill: $4,500.00**
   a) Labor $2,700.00
   b) Materials $ 225.00
   c) Equipment $1,575.00

- Excavation and trenching required for sleeving operations and conduit runs, with mechanical compaction and backfill.
- Equipment: Mini-excavator, vibratory plate compactor, trench shields, and utility locating tools.

3. **Electrical: $7,700.00**
   a) Labor $3,850.00
   b) Materials $2,310.00
   c) Equipment $1,540.00

- Installation of ~30' of 1" PVC conduit containing low-voltage irrigation control wiring and in-ground electrical junction box.
- Includes a double-sleeve for added protection and turf restoration post-installation.
- Materials: Conduit, irrigation wire, splice kits, access box; PVC cement.
- Equipment: Trench saw, conduit bender, hand auger.

AGREEMENT NO. A- 8679
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND ALL AMERICAN BUILDING SERVICES

THIS CONTRACT (“Contract”) is made and entered into by and between City of Palmdale, a public entity ("City"), and ALL AMERICAN BUILDING SERVICES, a CORPORATION ("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:

Expansion of the concrete pool deck, including modification to the drainage infrastructure, the addition of landscaping features, pool deck resurfacing, a new ADA path of travel for access, and the modification and expansion of the permitter fencing and entry gates.

2 Standard Specifications

Standard Specifications for City projects are those contained in the 2021 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 hundred ninety two thousand four hundred fifty Dollars ($392450) 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 50 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 Contract price. The bond forms required to be executed are attached hereto and incorporated by reference herein. 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 C53 Contractor's License to perform the required work ("Work"). Contractor's DIR registration number is 1000790148. Contractor hereby certifies that it holds the required license(s).

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 Liability 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
- $2,000,000.00 limit on a per occurrence basis
- $4,000,000.00 general aggregate limit

11.1.2 Commercial Automobile Liability
- $2,000,000.00 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

11.2 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 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.

25 Successors and Assigns

The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

26 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.

27 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.

28 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

Salvador Mendez
Signed: 6/11/2025

Sal Mendez Date
City Manager Pro Tem

Lee Torres
Signed: 6/9/2025

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

APPROVE AS TO FORM:

Alexandra Halfman
Signed: 6/10/2025

Alexandra Halfman
Acting City Attorney

ATTEST:

Roxanne Faber
Signed: 6/11/2025

Roxanne Faber
City Clerk

ALL AMERICAN BUILDING SERVICES

Anthony innabi
Signed: 6/9/2025

Anthony Innabi Date
President

ADDRESS FOR NOTICE:
ALL AMERICAN BUILDING SERVICES
PO Box 802586
Santa Clarita, CA 91380

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

Record of Signing

For
Name
Title



Signed on 2025-06-09 19:18:43 GMT

Secured by Concord™
DocumentID: 0309VCDLI4krCKMSpliDY8
SigningID: 0309VCDLf22bvwwGTAOeng
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Email: ltorres@cityofpalmdaleca.gov

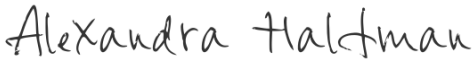
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IP Address: 209.215.84.171
Email: anthony@allamericanrebuild.com

For
Name
Title



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Email: amhalfman@harperburns.com

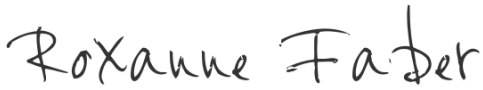
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IP Address: 206.171.111.149
Email: smendez@cityofpalmdaleca.gov

For
Name
Title



Signed on 2025-06-11 17:39:32 GMT

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Signing date: 6/11/2025
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

concord
Where agreements happen.

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

City Council Staff Report

DATE: **OCTOBER 7, 2025**

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

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **2**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-070, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE SETTING ASIDE PORTIONS OF CITY-OWNED LAND (APNs 3001-026-918, -923, -924, -925), FOR RIGHT-OF-WAY AND BIKEWAY EASEMENTS ALONG 25TH STREET WEST AND AVENUE O-12 FOR PUBLIC ROAD AND HIGHWAY PURPOSES**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2025-070, a Resolution of the City Council of the City of Palmdale setting aside portions of City-owned land (APNs 3001-026-918, -923, -924, -925), for right-of-way and bikeway easements along 25th Street West and Avenue O-12 for public road and highway purposes; and,

2. Authorize the Mayor Pro Tem to execute Resolution No. CC 2025-070, accepting the set-aside easement for portions of City-owned land (APNs 3001-026-918, -923, -924, -925), for right-of-way and bikeway improvements along 25th Street West and Avenue O-12 for public road and highway purposes.

BACKGROUND

On September 12, 2024, the Planning Commission approved Condition Use Permit (CUP) 03-05 Major Modification (MOD) No. 1, for the expansion of Marie Kerr Park to construct a new park-and-ride facility located at the northwest corner of Rancho Vista Boulevard and 25th Street West. The park-and-ride facility will expand to the 58-acre park site by 15 acres. Along with the entertainment amenities this project will bring to the community, the project is entitled to provide public roadway improvements along the project frontages of 25th Street West and Avenue O-12. The City owns the undeveloped parcels in fee and are identified as Assessor Parcel Nos. 3001-026-918, -923, -924, and -925.

DISCUSSION

As part of the Marie Kerr Park-and-Ride project, the roadway west side of 25th Street West and the south side of Avenue O-12 will be improved to support the project. As described in Exhibits A and B, easements for future roadway improvements will be set aside for future public use. Resolution No. CC 2025-070 will authorize the public use of portions of APNs 3001-026-918, -923, -924, and -925 for road and highway purposes.

FISCAL IMPACT

$0; There is no fiscal impact to the City as this easement is reserving land for future roadway improvements.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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:	Leonardo Torres, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Reso. No. CC 2025-070
Exh A Legal Description
Exh B Plat Map

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE SETTING ASIDE PORTIONS OF CITY-OWNED LAND (APNs 3001-026-918, -923, -924, -925), FOR RIGHT-OF-WAY AND BIKEWAY EASEMENTS ALONG 25TH STREET WEST AND AVENUE O-12 FOR PUBLIC ROAD AND HIGHWAY PURPOSES

WHEREAS, the City owns the real property identified as APNs 3001-026-918, -923, -924, and -925 in fee title, and

WHEREAS, a portion of this real property is required for public road and highway purposes as described in Exhibit 'A' and as shown on the attached Exhibit 'B'; and

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

SECTION 1. The City Council hereby finds and determines that portions of City-owned parcel (APNs 3001-026-918, -923, -924, -925), as described in Exhibit 'A' and as shown on Exhibit 'B', are necessary for public road and highway purposes and hereby sets aside the same for public road and highway purposes as authorized by the Streets and Highway Code of the State of California.

SECTION 2. The City Council hereby directs the City Clerk to submit a certified copy of this Resolution to the Los Angeles County Recorder for recordation.

SECTION 3. The City Clerk shall certify to the adoption of this resolution

PASSED, APPROVED and **ADOPTED** this _____ day of _____, _____.

_____
Laura Bettencourt, Mayor Pro Tem

APPROVED AS TO FORM:

_____
Alexandra Severino
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 _____ day of _____, 20___ by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A
ROADWAY EASEMENT

LEGAL DESCRIPTION

BEING A PORTION OF PARCELS 21, 22, 23 AND 24, AS SHOWN ON RECORD OF SURVEY, FILED FOR RECORD IN BOOK 78, AT PAGES 17 THROUGH 19, RECORD OF SURVEYS, IN THE OFFICE OF THE LOS ANGELES COUNTY RECORDER, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EASTERLY 52 FEET OF SAID PARCELS 21 THROUGH 24 INCLUSIVE.

ADDING THERETO THE NORTHERLY 30 FEET OF SAID PARCEL 24 SHOWN AS AVENUE O-12 (PRIVATE & FUTURE STREET) ON SAID RECORD OF SURVEY.

CONTAINING 1.73 ACRES, MORE OR LESS

AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

THIS DESCRIPTION WAS PREPARED BY ME OR UNDER BY DIRECT SUPERVISION.

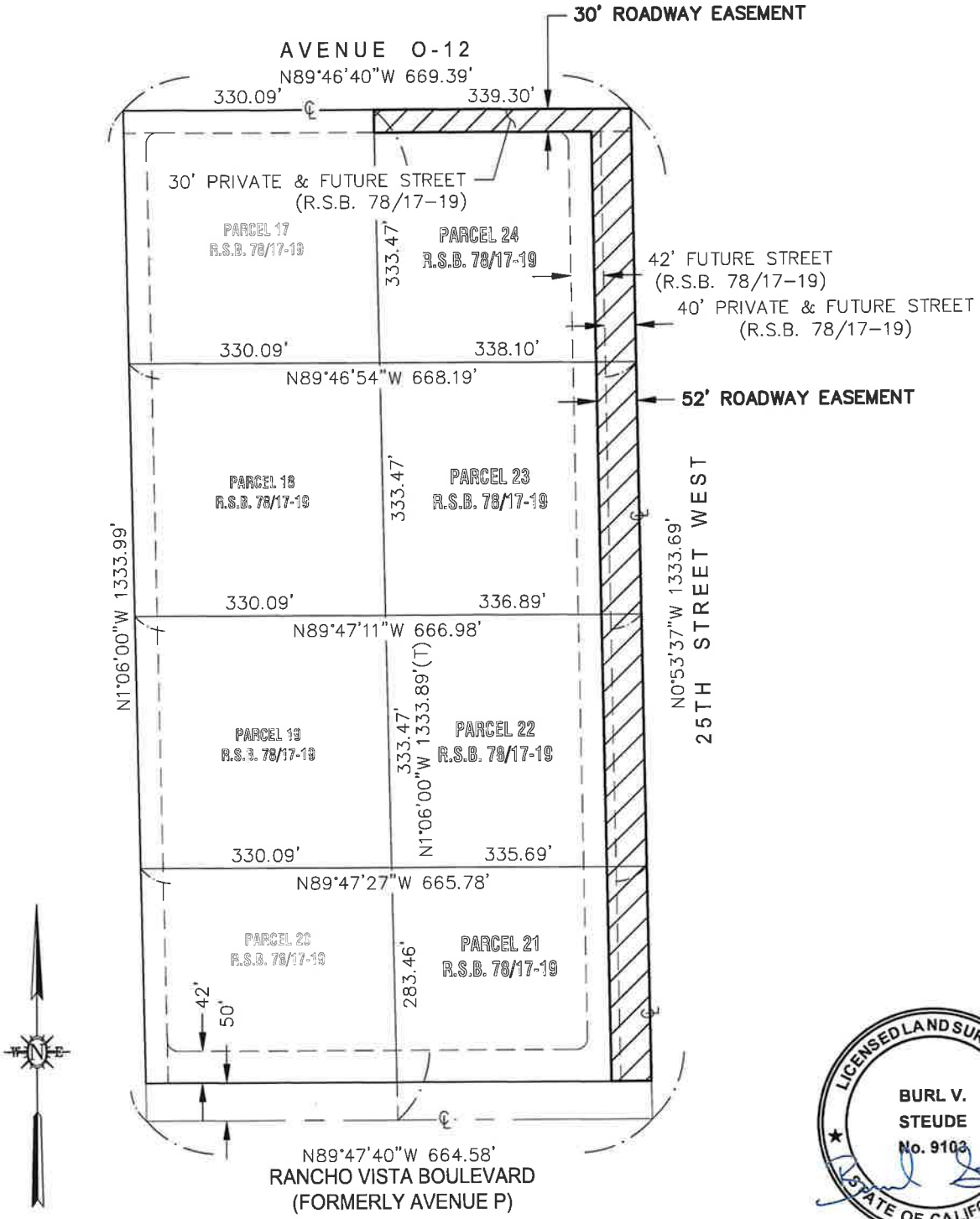
END DESCRIPTION

PREPARED BY:

BURL V. STEUDE, LS 9103
August 20, 2025



EXHIBIT B
ROADWAY EASEMENT



0 200 400

1 INCH = 200 FEET

PREPARED BY: JOB # 201211.16

Cannon
16842 VON KARMAN AVENUE SUITE 150
IRVINE, CALIFORNIA 92606 (949) 753-8111
Civil Engineering • Planning • Surveying

Parcel Map Check Report

Client:
Grantor: City of Palmdale

Prepared by:
RBP
Cannon Corporation
1050 Southwood Drive

Date: 8/20/2025 8:57:58 AM

Parcel Name: Road Easement - EG : 1
Description:
Process segment order counterclockwise: False
Enable mapcheck across chord: False
North:-885.6279' East:960.7822'

Segment# 1: Line
Course: N89° 47' 40"W Length: 52.01'
North: -885.4413' East: 908.7726'

Segment# 2: Line
Course: N0° 53' 37"W Length: 1,253.69'
North: 368.0962' East: 889.2202'

Segment# 3: Line
Course: N89° 46' 40"W Length: 287.18'
North: 369.2100' East: 602.0424'

Segment# 4: Line
Course: N1° 06' 00"W Length: 30.01'
North: 399.2145' East: 601.4663'

Segment# 5: Line
Course: S89° 46' 40"E Length: 339.30'
North: 397.8985' East: 940.7637'

Segment# 6: Line
Course: S0° 53' 37"E Length: 1,283.68'
North: -885.6254' East: 960.7838'

Perimeter: 3,245.87' Area: 75,368.87Sq.Ft.
Error Closure: 0.0030 Course: N31° 07' 05"E
Error North : 0.00256 East: 0.00155

Precision 1: 1,081,956.67

City Council Staff Report

DATE: **OCTOBER 7, 2025**

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

FROM: **PARKS AND RECREATION DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE THE NOMINATION TO NAME THE FUTSAL COURTS AT SAM YELLEN PARK IN ACCORDANCE WITH THE CITY'S ASSET NAMING AND RENAMING POLICY**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve the nomination to name the futsal courts located at Sam Yellen Park in accordance with the City's Asset Naming and Renaming Policy.

BACKGROUND

In accordance with the City's Asset Naming and Renaming Policy, City assets may be named after outstanding individuals who have made significant contributions to the community.

Per the procedures section of the policy, naming requires a vote of the City Council. Per Section 2(iii) of the policy, if a City asset is to be named after an elected official who is not deceased, the approval of the request requires a unanimous vote of the City Council. Approval of this request would result in a fiscal impact related to the purchase of on-site signage.

DISCUSSION

The City recently completed construction of Phase II of Sam Yellen Park. A nomination has been submitted by Councilmember Eric Ohlsen to name the futsal court in recognition of Assemblymember Juan Carrillo, who has served the community in various capacities, including as a member of the Palmdale City Council prior to his election to the California State Assembly.

FISCAL IMPACT

$10,000; On-site signage funds are budgeted and available in FY 2025-26.

STRATEGIC PLAN

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

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

ATTACHMENTS

City Asset Naming and Renaming Policy

EXHIBIT A

City of Palmdale

City Asset Naming and Renaming Policy

A. PURPOSE

1. To establish uniform guidelines for naming and renaming City assets to best serve the City's interests and to ensure a worthy and enduring legacy. This policy outlines the criteria, conditions, and procedures that govern the naming and renaming process to maintain their integrity and recognize outstanding community giving while acknowledging public investments.

B. POLICY

1. The City will adopt a name for City assets based on one or more of the following criteria:
   i. Location. As a general policy, a name should assist the public in identifying its location. The City shall first consider the name of the nearby neighborhood, landmark, geographical identification, natural or topographical features, and adjacent schools and streets; or
   ii. Historical Significance. Names that have recognizable historical significance associated with Palmdale. Examples include the history of a major event, place, or person that plays a vital role in preserving and honoring a community's history; or
   iii. Outstanding Individuals. This category is designed to honor those who have served the City in an exceptional and distinguished manner, and as such, an asset of commensurate value may be selected. Recognition is acceptable should their contribution be deemed of major significance to benefit the City. Naming or renaming a City asset for an individual is encouraged for those persons whose significance and good reputation have been accepted in the community or City; and/or state or national history; or
   iv. Major Donations. Financial contributions to the City may warrant acknowledging the funding source through naming or renaming. Such donations will require a donation agreement to address the use of the funds, length of naming recognition, and continued maintenance and operations costs.

C. GUIDING PRINCIPLES

1. General Provisions
   i. The City will also consider the following when considering nominations for naming or renaming of a City asset:
      a. Nominations that portray depictions, words, or phrases that the City reasonably deems to be harmful, controversial, or otherwise do not support the guiding principles stated in this policy will not be considered.

b. Generally, an asset shall not be named after a public official or private individual unless that person is deceased. The naming of a City asset in honor of a deceased person shall generally not occur until after a minimum waiting period of one year.
c. Generally, the naming of ancillary features or rooms may have names that differ from that of the entire property. These names shall be subject to the same criteria within this policy but may be more generously applied commensurate with the value of the named feature.
d. If multiple donors share in the contribution, the City shall favor a functional title for the asset with plaques honoring those who contributed.
e. If a civic group provides the contribution, only those whose mission statement is compatible with City goals and objectives shall be considered.
f. No City asset shall be named after an elected official while that official remains in public office, and naming an asset after an elected official while in office will only be considered under extraordinary circumstances.
g. Names shall not be subject to change unless the name has been in effect for 10 years or more and, after review the proposed new name is found to be more appropriate than the existing name based on the criteria in this policy.
h. At any time, names shall be subject to change should the name become disreputable or does not otherwise support the guiding principles outlined in this policy.

2. Corporate contributions shall be recognized within the framework of the City's Advertising & Sponsorship Policy.
3. All related signage shall comply with the applicable sections of the Palmdale Municipal Code.
4. The City Council may authorize the feature of a park or open space to be developed or established through a fundraising effort that may include naming. This policy does not intend to prohibit fundraising activities that involve naming as part of the fundraising effort. Examples may include naming a brick, seats, and plants.

D. PROCEDURES

1. Naming or Renaming Nomination Process
   i. Public input is accepted by submitting a City-provided application for naming or renaming a City asset. The City Manager or their designee will review nominations to evaluate alignment with the City's naming policy. Reviewed nominations will be provided to the City Council in a written report to include project feasibility and cost estimates. Public nominations that are determined to be in alignment with this policy will require the

Councilmember to endorse the nomination; the City Council may then hear endorsed nominations and consider approval.

ii. Nominations initiated by individual Councilmembers shall be submitted to the City Council directly. Councilmembers may only initiate nominations for assets.

iii. Nominations under the criteria of historical significance shall include an evaluation by a historian and/or a public Library director to validate facts.

2. Naming or Renaming Approval Process
   i. Naming of City assets requires a majority vote of approval by the City Council.
   ii. Renaming of City assets requires a unanimous vote of approval by the City Council.
   iii. Generally, a facility shall not be named after an elected official or private individual unless that person is deceased. A decision to name a facility after an elected official who is not deceased shall require a unanimous vote of approval by the City Council.
3. The City, in its sole discretion, may:
   i. Name rooms and property amenities to establish operational order or to coincide with a property theme. Street naming shall comply with current requirements and application procedures.
   ii. Provide a good faith, discretionary administration of this policy for the benefit of the public in general. This policy is not intended to provide an enforceable right, expectation, or property interest to any third party providing donations to the City.

E. DEFINITION OF TERMS

"Amenities" shall mean an individual exterior or interior feature within a larger park or facility, including, but not limited to, meeting rooms, landscaped grounds, flower gardens, sculptures, picnic shelters, play lots, ball fields, and other similar items.

"City Asset" shall include parks, facilities, streets, and amenities.

"Donation" shall mean a monetary (cash) contribution, endowment, personal property, real property, financial securities, equipment, in-kind goods or services, or any other asset that the City has accepted and for which the donor has not received goods or services in return.

"Donor" shall mean a person or other legal entity that proposes or provides a donation to the City.

"Elected Official" shall mean any person who acquires local, regional, or national office through an election.

"Funding" shall mean a financial or in-kind donation that may result in the naming or renaming of a City asset.

"Historian" shall mean a scholar who studies and writes published historical narratives based on research and validation.

“Naming” shall mean the selection and approval by the City Council for the initial naming of a City asset.

“Renaming” shall mean the selection and approval by the City Council for a new name of an existing City asset.

“Sign Ordinance” shall mean the City’s sign regulations contained in the Palmdale Municipal Code.

City Council Staff Report

DATE: **OCTOBER 7, 2025**

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

FROM: **CITY MANAGER DEPARTMENT**
CITY CLERK DIVISION

DISTRICT: **ALL**

SUBJECT: **CITY COUNCIL NOMINATION AND APPOINTMENT OF TWO (2) HOUSING AUTHORITY TENANT MEMBER COMMISSIONERS TO SERVE A TWO-YEAR TERM TO EXPIRE SEPTEMBER 30, 2027**

RECOMMENDATION

Staff recommend that the City Council:

1. Nominate and appoint two (2) Housing Authority Tenant Member Commissioners to serve a two-year term to expire September 30, 2027.

BACKGROUND

The terms for the Housing Authority Tenant Member Commissioners have expired. The City Council shall appoint two members to the Housing Authority. Appointments are made in accordance with §2.08.030 of the Palmdale Municipal Code.

Qualifications: At least one (1) Tenant Member Commissioner must be age 62 or older in accordance with the California Health & Safety Code § 34240, and both must be a tenant in good standing at one of the following Housing Authority properties:

- Boulders at the Ranch 1
- Boulders at the Ranch 2
- Boulders at the Lake
- La Quinta Apartments
- Summerwood
- Park Vista
- The Impressions

Housing Authority meetings are scheduled as needed and are usually held concurrently with City Council meetings.

DISCUSSION

To fill the open Tenant Member Commissioner positions on the Housing Authority, the City posted a notice on its website and promoted the opportunity through a press release and social media.

The application period was open from August 3 to September 4, 2025.

Three eligible applicants submitted applications. The table below provides a list of applicants. District information is included for reference only.

DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5
Councilmember Bishop	Councilmember Loa	Mayor Pro Tem Bettencourt	Councilmember Ohlsen	Councilmember Alarcon
None	*Dianne Betts	None	None	*Christina Fraga-Saenz
				Vard Griffith
*Currently serving members of the Housing Authority				

FISCAL IMPACT

$1,500; Housing Authority Tenant Member Commissioners receive $100 per meeting. Funds are budgeted in Account No. 10118001. Housing Authority meetings are as needed.

STRATEGIC PLAN

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

D. Strengthen regional, state, and national partnerships to enhance our legislative presence.

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.

Prepared by:	Rochelle Scott, City Clerk
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Apps Redacted

From: noreply@civicplus.com
To: City Clerk
Subject: [EXTERNAL] Online Form Submittal: Housing Authority/Volunteer Application
Date: Saturday, August 30, 2025 7:07:27 PM

CAUTION: This email originated from outside of the organization.

Housing Authority/Volunteer Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at 661/267-5151.

District 2

(Section Break)

Housing Authority Information:

Name:	Dianne Betts
Address:	[redacted]
City:	Palmdale
Zip Code:	93551
Home Phone:	[redacted]
Business Phone:	*Field not completed.*
Occupation:	Retired/Accountant
Why are you interested in this position?	Serving as a Tenant Commissioner on the Palmdale Housing Authority for the past two years has been both an honor and a learning experience. Working alongside the City Council members, the Mayor and Mayor Pro Tem, and one additional Tenant Commissioner, I have gained a deep appreciation for how important tenant input is in shaping housing policy. I am seeking reappointment because I recognize that many

	public housing initiatives, especially those involving new developments or large-scale improvements, take years to come to fruition. Maintaining continuity on the commission is essential to ensuring that long-term projects stay aligned with their original goals and continue to reflect the needs of residents. I want to remain a part of that process, contributing institutional knowledge and a consistent voice that helps move these important efforts forward.
Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position.	I hold an Associate of Arts degree in Accounting and a Bachelor of Science degree in Business, which have provided me with a strong foundation in financial principles and business operations. Professionally, I bring a wealth of accounting and government contracting experience, including: • Working closely with the Defense Contract Audit Agency (DCAA) • Managing orders through the Defense Logistics Agency (DLA) WAWF, SAMS, and COINS websites. • Monitoring multiple delivery orders to ensure accurate billing and project tracking. • Collaborating directly with the Contracting Officer's Representative (COR) to resolve discrepancies and secure timely approvals. • Maintaining financial systems AP, AR, and purchase requisitions (PR). • Preparing detailed financial reports. • Communicating with customers, employees, vendors, and other stakeholders to answer questions and clarify requirements and contract information. In addition to my accounting expertise, I supported the successful acquisition of a GSA Schedule Contract and negotiated agreements with the Defense Contract Management Agency (DCMA), demonstrating my understanding of government operations and compliance. I have also managed multi-stakeholder projects, acting as the key liaison between internal teams and clients, skills that enhance my ability to represent tenants effectively and collaborate with Housing Authority staff and commissioners.
Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position and duties.	Yes. I currently serve as a Tenant Commissioner on the Palmdale Housing Authority, which consists of the Vice Chair, 4 Commissioners, and one additional Tenant Commissioner. In this role, I represent tenant perspectives in decision-making processes, attend public meetings, review policies and proposals, and collaborate with other commissioners and Housing Authority staff to promote fairness, transparency, and effective governance. I view my position not just as a seat at the table, but as a responsibility to ensure that the concerns and needs of residents are understood and respected.

What do you hope to accomplish as a Housing Authority Member?	If reappointed, I hope to continue building trust between tenants and the Housing Authority by increasing engagement, improving communication channels, and advocating for timely and equitable responses to resident concerns. I also want to support policies that expand access to affordable housing and ensure that existing programs are effectively maintained. Many housing projects are multi-year efforts involving complex planning, funding, and community input. I want to help provide the continuity needed to see these projects through successfully. By remaining actively involved, I can help preserve institutional knowledge, ensure follow-through, and support long-term solutions that benefit all stakeholders—residents, city leadership, and the broader Palmdale community.
Do you, your family member or other connection have a business at the property where you are a tenant, or a business that receives a profit from the property where you are a tenant? Do you have a relationship (family member or other connection) with a vendor who receives a profit from the property where you are a tenant? If so, please explain.	No. I do not have, nor does any family member or personal connection have, a business or financial interest in the property where I reside, nor do I have any relationship with a vendor who profits from the property.
Are you a tenant in good standing at your residence? If not, please explain.	Yes. I am a tenant in good standing at my residence.
List your education, highest year completed, and degrees, if any?	Bachelor of Science in Business and Accounting; Associate of Arts in Accounting
In your opinion, what is the goal of the Housing Authority and what benefit does it provide to the City of Palmdale?	The Housing Authority’s goal is to provide stable, affordable, and safe housing to residents, especially those most in need. It helps create a foundation from which families and individuals can achieve stability, dignity, and upward mobility. For the City of Palmdale, the Housing Authority is an essential component of community development, ensuring that housing needs are addressed in a way that supports economic growth, reduces

	homelessness, and fosters an inclusive and resilient city. As a Tenant Commissioner, I see firsthand the critical impact this work has on our community, and I am proud to be part of it.
If you wish, you may attach a copy of your resume to this application.	[redacted]
Signed:	Dianne S. Betts
	(Section Break)
Volunteer Information:	
REASONABLE ACCOMMODATIONS: Based on your understanding of the Volunteer Program, will you require any special accommodations to apply and/or participate as a volunteer?	No
Please list all other languages you know.	
Language:	English
Language Skills:	Speak, Read, Write
Language:	*Field not completed.*
Language Skills:	*Field not completed.*
Specialized training/skills:	See Resume
Computer Skills	Word, Access, PowerPoint, Excel
Is any or all of your volunteer time to be credited toward a project, certification or degree program for a school, community organization or religious program?	No
Previous Volunteer/	Current Housing Authority Tenant Commissioner

Work Experience as it relates to your volunteer interests:	
In Case of Emergency:	
Who should we notify?	
Name:	[redacted]
Relationship to Applicant:	[redacted]
Home Phone:	[redacted]
Work Phone:	*Field not completed.*
Physician's Name:	[redacted]
Phone:	*Field not completed.*
Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)	[redacted]

City of Palmdale

Volunteer Agreement for Commissions and Boards

I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that which is appropriate in determining my suitability for particular types of volunteer work, and such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from the City's Volunteer Program. Further, I understand that as a volunteer, I am offering my services of my own free will without any expectation of compensation, benefits, or insurance of any kind (unless otherwise noted).

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Volunteer Agreement set forth on:	8/30/2025 6:30 PM
Volunteer Signature:	Dianne S. Betts

Email not displaying correctly? View it in your browser.

Housing Authority/Volunteer Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at (661) 267-5151.

Housing Authority Information:

Please Print or Type

Name: Dianne S. Betts

Occupation: Accountant/Retired

Address: [redacted]

City: Palmdale Zip Code: 93551 Phone: [redacted]

Statement of Interest and Qualifications
Housing Authority Tenant Commissioner – City of Palmdale

Why are you interested in this position?

Serving as a Tenant Commissioner on the Palmdale Housing Authority for the past two years has been both an honor and a learning experience. Working alongside the City Council members, the Mayor and Mayor Pro Tem, and one additional Tenant Commissioner, I have gained a deep appreciation for how important tenant input is in shaping housing policy.

I am seeking reappointment because I recognize that many public housing initiatives, especially those involving new developments or large-scale improvements, take years to come to fruition. Maintaining continuity on the commission is essential to ensuring that long-term projects stay aligned with their original goals and continue to reflect the needs of residents. I want to remain a part of that process, contributing institutional knowledge and a consistent voice that helps move these important efforts forward.

Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position.

I hold an Associate of Arts degree in Accounting and a Bachelor of Science degree in Business, which have provided me with a strong foundation in financial principles and business operations.

Professionally, I bring a wealth of accounting and government contracting experience, including:

- Working closely with the Defense Contract Audit Agency (DCAA)
- Managing orders through the Defense Logistics Agency (DLA) WAWF, SAMS, and COINS websites.
- Monitoring multiple delivery orders to ensure accurate billing and project tracking.
- Collaborating directly with the Contracting Officer's Representative (COR) to resolve discrepancies and secure timely approvals.
- Maintaining financial systems AP, AR, and purchase requisitions (PR).
- Preparing detailed financial reports.
- Communicating with customers, employees, vendors, and other stakeholders to answer questions and clarify requirements and contract information.

In addition to my accounting expertise, I supported the successful acquisition of a GSA Schedule Contract and negotiated agreements with the Defense Contract Management Agency (DCMA), demonstrating my understanding of government operations and compliance. I have also managed multi-stakeholder projects, acting as the key liaison between internal teams and clients, skills that enhance my ability to represent tenants effectively and collaborate with Housing Authority staff and commissioners.

Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties.

Yes. I currently serve as a **Tenant Commissioner** on the **Palmdale Housing Authority**, which consists of the Vice Chair, Four Commissioners, and one additional Tenant Commissioner. In this role, I represent tenant perspectives in decision-making processes, attend public meetings, review policies and proposals, and collaborate with other commissioners and Housing Authority staff to promote fairness, transparency, and effective governance. I view my position not just as a seat at the table, but as a responsibility to ensure that the concerns and needs of residents are understood and respected.

What do you hope to accomplish as a Housing Authority Member?

If reappointed, I hope to continue building trust between tenants and the Housing Authority by increasing engagement, improving communication channels, and advocating for timely and equitable responses to resident concerns. I also want to support policies that expand access to affordable housing and ensure that existing programs are effectively maintained.

Many housing projects are multi-year efforts involving complex planning, funding, and community input. I want to help provide the continuity needed to see these projects through successfully. By remaining actively involved, I can help preserve institutional knowledge, ensure follow-through, and support long-term solutions that benefit all stakeholders—residents, city leadership, and the broader Palmdale community.

Do you, your family member, or other connection have a business at the property where you are a tenant, or a business that receives a profit from the property where you are a tenant? Do you have a relationship (family member or other connection) with a vendor who receives a profit from the property where you are a tenant? If so, please explain.

No. I do not have, nor does any family member or personal connection have, a business or financial interest in the property where I reside, nor do I have any relationship with a vendor who profits from the property.

Are you a tenant in good standing at your residence? If not, please explain.

Yes. I am a tenant in good standing at my residence.

In your opinion, what is the goal of the Housing Authority and what benefit does it provide to the City of Palmdale?

The Housing Authority's goal is to provide stable, affordable, and safe housing to residents, especially those most in need. It helps create a foundation from which families and individuals can achieve stability, dignity, and upward mobility. For the City of Palmdale, the Housing Authority is an essential component of community development, ensuring that housing needs are addressed in a way that supports economic growth, reduces homelessness, and fosters an inclusive and resilient city. As a Tenant Commissioner, I see firsthand the critical impact this work has on our community, and I am proud to be part of it.

Signed: *Dianne S. Betts*

Dianne S. Betts

From: noreply@civicplus.com
To: City Clerk
Subject: [EXTERNAL] Online Form Submittal: Housing Authority/Volunteer Application
Date: Monday, September 1, 2025 7:22:22 PM

CAUTION: This email originated from outside of the organization.

Housing Authority/Volunteer Application

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District 5

(Section Break)

Housing Authority Information:

Name:	Christina M Fraga-Saenz
Address:	[redacted]
City:	Palmdale
Zip Code:	93550
Home Phone:	[redacted]
Business Phone:	*Field not completed.*
Occupation:	Disabled
Why are you interested in this position?	As a current Housing Commissioner, I would like to continue to serve the community in this capacity. Palmdale has a considerable need for a diversity of housing, especially of the affordable category, to keep pace with the recent surge in job growth.
Considering your	Many years of experience as a Housing and Planning

previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position.	Commissioner has provided me a unique insight and practical application of housing policies that makes me well qualified for this position. I have been a board member of the Palmdale Womens' Club, providing a diverse variety of volunteer services to our community As a founding member of the Desert Dumping Task Force, we have taken direct action to improve the quality of life for many of our neighborhoods. As a current Vice President of the Palmdale-Poncitlan Sister City Association, we encourage cultural and economic exchange between our communities, participate in local activities and volunteer events,and promote improved relationships and understanding with our many residents with roots in our sister City. As a member of our local CERT Community Emergency Response Team. we have applied our specialized training in the recent devastating wildfires, and assisted in the re-population of area residents.
Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position and duties.	Planning Commission 2020 to 2023; applying the city General Plan and Zoning Ordinances. Public Arts Commission 2021 to 2023; Planning Commission representative to encourage quality public art development and determine proposals' consistency with the city's goals, objectives, and policies. Housing Commission 2019 to Present; provide input and analysis of various housing proposals.
What do you hope to accomplish as a Housing Authority Member?	I wish to continue to move our City housing programs forward in a positive manner, consistent with state law and the city council's established goals and objectives to address the need for safe, sanitary, and quality affordable housing for our residents.
Do you, your family member or other connection have a business at the property where you are a tenant, or a business that receives a profit from the property where you are a tenant? Do you have a relationship (family member or other connection) with a vendor who receives a profit from the property where you are a tenant? If so, please explain.	No
Are you a tenant in	Yes

good standing at your residence? If not, please explain.	
List your education, highest year completed, and degrees, if any?	CSUN - 2 years
In your opinion, what is the goal of the Housing Authority and what benefit does it provide to the City of Palmdale?	The housing authority includes tenant members that bring a lived experience and perspective to the board. We must balance the city's General Plan and Regional Housing Needs Assessment, and the state mandate to address the need for quality affordable housing, especially with the considerable local and regional job growth.
If you wish, you may attach a copy of your resume to this application.	*Field not completed.*
Signed:	Christina M. Fraga-Saenz

(Section Break)

Volunteer Information:

REASONABLE ACCOMMODATIONS: Based on your understanding of the Volunteer Program, will you require any special accommodations to apply and/or participate as a volunteer?	No

Please list all other languages you know.

Language:	*Field not completed.*
Language Skills:	*Field not completed.*
Language:	*Field not completed.*
Language Skills:	*Field not completed.*
Specialized training/skills:	*Field not completed.*

Computer Skills	*Field not completed.*
Is any or all of your volunteer time to be credited toward a project, certification or degree program for a school, community organization or religious program?	No
Previous Volunteer/ Work Experience as it relates to your volunteer interests:	*Field not completed.*
In Case of Emergency:	
Who should we notify?	
Name:	[redacted]
Relationship to Applicant:	[redacted]
Home Phone:	[redacted]
Work Phone:	[redacted]
Physician's Name:	[redacted]
Phone:	[redacted]
Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)	*Field not completed.*

City of Palmdale

Volunteer Agreement for Commissions and Boards

I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a

livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that which is appropriate in determining my suitability for particular types of volunteer work, and such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from the City's Volunteer Program. Further, I understand that as a volunteer, I am offering my services of my own free will without any expectation of compensation, benefits, or insurance of any kind (unless otherwise noted).

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Volunteer Agreement set forth on:	9/1/2025 5:45 PM
Volunteer Signature:	Christina M. Fraga-Saenz

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PALMDALE

a place to call home

Office of the City Clerk
38300 Sierra Highway, Suite C
Palmdale, CA 93550
(661) 267-5151

Housing Authority/Volunteer Application

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Housing Authority Information:

District 5

Please Print or Type

Name: Vard Griffith

Address: [redacted]

City: Palmdale Zip Code: 93550 Home Phone: [redacted]

Occupation: Retired Bus. Phone: _____

Why are you interested in this position? Resident of Boulders at the Lake

Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position.

SVP and Manager in Commercial Banking. 50 years

Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties.

Property and Finance Chairman Trinity Presbyterian Church No. Hollywood

What do you hope to accomplish as a Housing Authority Member?

Equitable Housing Solutions

Do you, your family member, or other connection have a business at the property where you are a tenant, or a business that receives a profit from the property where you are a tenant? Do you have a relationship (family member or other connection) with a vendor who receives a profit from the property where you are a tenant? If so, please explain.

No profit is received from the property. No relationship with any vendor.

Are you a tenant in good standing at your residence? If not, please explain.

Yes Good Standing.

In your opinion, what is the goal of the Housing Authority and what benefit does it provide to the City of Palmdale?

The goal of the Housing Authority is to provide affordable housing. Palmdale Safe, Clean, afforable housing for people with low income or low Paying jobs.

List your education, highest year completed, and degrees, if any?

CSUN Bachelor of Science Business Administration - Accounting

If you wish, you may attach a copy of your resume to this application.

Please return the completed application to the City Clerk, 38300 Sierra Highway, Suite C, Palmdale, CA 93550. For additional information, you may call (661) 267-5151.

Signed: [redacted]

VOLUNTEER INFORMATION:

REASONABLE ACCOMMODATIONS: Based on your understanding of the Volunteer Program, will you require any special accommodations to apply and/or participate as a volunteer?____Yes__✓__No
If yes, what reasonable accommodations would be necessary to assist you in this area?

_____

Foreign Languages: Some Spanish ☐ Speak ☐ Read ☐ Write

_____ ☐ Speak ☐ Read ☐ Write

Specialized training/skills: _____

Computer Skills:

☐	Word	☐	Photoshop	☐	Excel	☐	Adobe Creator
☐	Access	☐	PowerPoint	☐	Publisher	☐	Other: _____

Is any or all of your volunteer time to be credited toward a project, certification or degree program for a school, community organization or religious program?__✓__No_____Yes, please list _____

_____

Previous Volunteer/ Work Experience as it relates to your volunteer interests: Account Manager Sales
Cook Navy Auditor Bookkeeper

In Case of Emergency:

Whom should we notify? [redacted]

Relationship to Applicant

Home Phone:[redacted] Work Phone: _____

Physician's Name:[redacted] Phone: [redacted]

Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.) [redacted]

City of Palmdale
Volunteer Agreement for Commissions and Boards

I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this

background check will be limited to that which is appropriate in determining my suitability for particular types of volunteer work, and such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from the City's Volunteer Program. Further, I understand that as a volunteer, I am offering my services of my own free will without any expectation of compensation, benefits, or insurance of any kind (unless otherwise noted).

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Volunteer Agreement set forth on this 21st day of August, 20 25

Volunteer Signature [redacted]

City Council Staff Report

DATE: **OCTOBER 7, 2025**

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

FROM: **OPERATIONS DEPARTMENT**
HUMAN RESOURCES DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALMDALE AND SALVADOR MENDEZ**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9575 between the City of Palmdale and Salvador Mendez.

DISCUSSION

On September 2, 2025, the City Council unanimously approved the appointment of Salvador Mendez, Assistant City Manager, as Interim City Manager. This appointment was made to ensure continuity of executive leadership and to maintain stability within the organization during a transitional period.

The proposed Employment Agreement outlines the terms of service, including compensation, benefits, at-will status, and other standard provisions such as indemnification, performance evaluation, and separation requirements. The Interim term formally commenced on September 2, 2025, concurrent with Council's appointment. To avoid disruption and provide for operational stability, the agreement further specifies that Mr. Mendez will assume the role of City Manager effective January 19, 2026.

The continuity afforded by this agreement provides stability to City functions, supports the effective delivery of services to the community, and affirms the Council's commitment to ensuring long-term organizational leadership and stability.

FISCAL IMPACT

Sufficient funding is budgeted in the FY 2025-26 Annual Operating Budget for the totality of this Agreement.

STRATEGIC PLAN

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

C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse and creative workforce.

Prepared by:	Janelle Samson, Director of Operations
Certified as to the availability of Funds**:**	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Agrmt No. A-9575

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALMDALE AND SALVADOR MENDEZ

THIS AGREEMENT is effective this 2nd day of September 2025, by and between the City of Palmdale, a charter city, (hereinafter called "Employer"), and Salvador Mendez (hereinafter called "Employee" or “Mendez”), both of whom understand as follows:

WHEREAS, Employer desires to engage the services of Employee as the Interim City Manager of the City of Palmdale (“City”), as provided by Title 2, Chapter 2.04 of the Palmdale Municipal Code (“PMC”); and,

WHEREAS, on September 2, 2025, the City Council of the City (“Council”) took action pursuant to § 2.04.040 of the PMC and appointed Mendez as Interim City Manager and directed the City Attorney’s office to prepare an agreement setting out the terms and conditions of his employment; and,

WHEREAS, it is the desire of the City Council to provide certain benefits, establish certain conditions of employment, and set working conditions of said Employee; and,

WHEREAS, on October 7, 2025, the Council adopted Resolution No. CC 2025-072 amending the City’s Publicly Available Pay Schedule to include the addition of the Interim City Manager position, and establishing a salary range for the Interim City Manager position; and,

WHEREAS, the Employer desires to:

1. Secure the services of Employee and to provide inducements for him to enter into such employment;
2. To make possible full work productivity by assuring Employee's security;
3. To provide a reasonable procedure for terminating Employee's services at such time as he may be unable to fully discharge his duties or when Employer may otherwise desire to terminate his employment; and

WHEREAS, Employee desires to obtain employment as the Interim City Manager of said City; and.

WHEREAS, this Agreement supersedes and terminates any and all prior employment written or verbal agreements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Duties.

A. Interim City Manager. Employer hereby engages the services of Employee as Interim City Manager to perform the functions and duties specified in Title 2, Chapter 2.04 of the Palmdale Municipal Code and to perform such other legally permissible and proper duties and functions consistent with the office of the City

Manager, as the Council shall from time-to-time assign. The Interim City Manager shall be required to participate in all Closed Sessions of the City Council, with the exception of matters where a conflict exists.

B. Start Date. Employee shall commence his employment and be under the pay, benefits, and accrual provisions of this Agreement beginning on September 2, 2025.

SECTION 2. Term.

A. Council May Terminate. Except as expressly stated in this Agreement, nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Council to terminate the services of Employee at any time, with or without cause. Employee is an unclassified employee who serves at the pleasure of the City Council and is employed on an at-will basis. The Council may terminate Employee's employment with the City and this Agreement without cause upon thirty (30) calendar days' written notice to Employee. In the event that the Council determines there is good cause to terminate Employee's employment and this Agreement, the Council will provide no less than ten (10) calendar days' written notice to the Employee. Employee shall be entitled to full pay and benefits prior to the termination date as provided in the written notice.

B. Right to Resign. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from his position with the Employer. The Employee shall give forty-five (45) days' written notice to the Employer prior to the effective date of resignation, or such lesser period as may be agreed upon by Employer and Employee.

C. Initial Term. City hereby employs Employee to perform the duties and fulfill the obligations of Interim City Manager as described in this Agreement, commencing pursuant to this Agreement, and ending upon 1:59 p.m. on January 18, 2026 ("Expiration Date"). During this Initial Term, Employee shall not accept other employment nor become employed by any other employer unless Employee is terminated as provided herein. Upon expiration of the Initial Term, on January 19, 2026, Mendez shall be appointed as the City Manager.

D. Subsequent Term(s) of Employment. Effective upon Mendez's appointment to the City Manager on January 19, 2026, Mendez shall receive a salary increase of 12%. The term shall run for a period of three (3) years from the date of appointment to City Manager position. Additional terms and conditions of employment to this Agreement may be negotiated and subsequently approved by the Council in an amendment to this Agreement.

E. Renewal Following Appointment. At least one-hundred twenty (120) days prior to the expiration of the three (3) year term following the appointment of Employee to the City Manager position, per Section 2(C), the City Council shall either take appropriate action to renew this Agreement or shall provide written notice to the City Manager of its intent to allow the Agreement to expire on its term date as provided in Section 2(D). Should the Council provide such notice, this Agreement shall not be renewed and shall expire on its stated expiration date. Failure to

provide such notice shall result in the automatic renewal of this Agreement for a period of one (1) year.

SECTION 3. Effect of Suspension.

Employer may suspend the Employee with full pay and benefits at any time during the term of this Agreement. If Employee is suspended pending an investigation by Employer or any law enforcement agency, and following such investigation Employee is convicted of (or pleads guilty to or enters into a "no-contest" plea) any illegal act or other act involving moral turpitude, abuse of office or position or personal gain to him, upon such conviction (or plea) Employee shall immediately fully reimburse Employer all salary and benefits paid to Employee during said suspension.

SECTION 4. Termination and Severance Pay.

A. Severance Pay. Except as hereinafter provided, if the Council terminates this Agreement without cause:

a While Serving as Interim City Manager:

Employer will pay Employee severance pay in an amount determined by the City Council, based on Employee's length of service as Interim City Manager, not to exceed twelve (12) months' salary.

b Upon Appointment as City Manager:

Employer will pay Employee severance pay in an amount equal to twelve (12) months' salary.

Employee may elect to be paid severance pay in a lump sum payment, on normal City payroll dates. All other Employee benefits, except health, dental, and vision insurance benefits, will end at the Employee's termination date. Health, dental, and vision insurance benefits will terminate on the earlier of 12 months from the date of termination or the first date that the Employee receives health, dental, or vision insurance benefits from another source. (Collectively hereinafter "Severance Sum".) In the event that Employee is terminated for cause as determined by the Council, Employee shall receive no severance pay benefits.

B. Termination for Illegal Acts. If Employee is terminated because of a conviction (or pleads guilty to or enters a plea of "no-contest") for any illegal act or other act involving moral turpitude, abuse of office or position or personal gain to him, during his term of employment with the City, or if Employee abandons his job or duties for a period longer than fifteen (15) days, then Employer shall have no obligation to pay the Severance Sum. Notwithstanding any term in this Agreement, if Employer pays the Severance Sum and/or any other benefits under this Agreement and Employee is later convicted of (or pleads guilty to or enters a "no-contest" plea) any illegal act or other act involving moral turpitude, abuse of office or position or personal gain for acts done during the course of his

employment with Employer, then Employee shall immediately fully reimburse Employer for all such severance and benefits received.

C. Constructive Termination. If Employer at any time during the term of this Agreement reduces the salary or other financial benefits of Employee, or if Employer refuses, following written notice, to comply with any other provision benefiting Employee herein, then Employee may, at his option, be deemed to be "terminated" as of the date of such occurrence, and shall be entitled to any severance pay as provided for herein. Employee understands that reductions in overall employee programs and benefits shall not trigger any severance under this Section despite their negative impact on Employee if those reductions are generally applicable to all employees.

SECTION 5. Disability.

If Employee is deemed by his physician to be permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) months beyond any accrued sick leave and/or protected leave under state or federal law, Employer shall have the option to terminate this Agreement subject to the Severance Sum pay requirements of Section 4, Paragraph A. Employee shall be compensated for any accrued Vacation, floating holiday, Sick and Administrative Leave or other accrued benefits due to him in accordance with City policies.

SECTION 6. Compensation.

A. Base Salary. In consideration for the performance of the duties of Interim City Manager as outlined above, Employee will receive a base salary of Three Hundred and Thirty Thousand Seven Hundred Twenty-Five Dollars ($330,725) annually, effective on the date of Council appointment, September 2, 2025. Such salary shall be payable in equal installments every two weeks on the same schedule as payments are made to other regular full-time employees. (Hereinafter "Base Salary".)

SECTION 7. Performance Evaluation.

A. Annual Goals. Annually, the City Council and the Employee shall define such goals and performance objectives which they determine necessary for the proper operation of the City in the attainment of the City Council's policy objectives, and the City Council and the Employee shall further establish a relative priority among those various goals and objectives to be reduced to writing. The Employee's performance objectives shall be obtainable generally within the time limits as specified in the annual operating and capital budgets and appropriations provided.

B. Annual Review. The City Council shall annually review and evaluate the performance of the Employee. The annual review and evaluation shall be in accordance with specific criteria developed jointly by the City Council and the Employee. Such criteria may be added to or deleted as the City Council may from time to time determine in consultation with the Employee. The method of evaluation shall be at the discretion of the Council.

C. Performance Pay. City Council may set objectives for the Employee to meet throughout the course of his employment with the City. During the course of his annual evaluation, the City Council may elect to award a sum of money, a percentage increase in salary, additional banked vacation or sick leave, or some other additional benefit to the Employee. if the City Council determines that the Employee has exceeded the previously set Council objectives (such payment known as "Performance Pay"). Such sum, percentage increase, or added benefit is solely at the discretion of the City Council and must be in the best interests of the City at the time it is made. Such Performance Pay may be discussed in executive session, but must be actually awarded via a resolution or contract amendment at a regularly scheduled City Council meeting.

SECTION 8. Hours of Work.

Employee will generally be expected to keep office hours at City Hall, during normal business hours. It is recognized, however, that Employee must devote a great deal of time outside normal office hours to the business of the Employer, and to that end Employee will be allowed to take reasonable occasional compensatory time off, as he shall deem appropriate during said normal office hours. In no event shall, when averaged over a four-week period, Employee work less than 40 hours of work per week (with use of accrued vacation, sick, and administrative leave or holiday time counting towards hours worked). Time used in this occasional manner will not draw down any compensated time banks accrued pursuant to Section 10 below. However, use of accrued Vacation Leave or Administrative Leave should be submitted for approval by the Employee to the Mayor or the Mayor's designee. In this regard, Employee should follow the procedures and policies in effect at the time of the request for other full-time employees.

SECTION 9. Automobile Allowance; Technology Pay.

A. Employee's duties require that he engage in conducting City business both during and outside of normal business hours. The Employer, in consideration of and compensation for the Employee's travel for City business, both during and outside of normal business hours, shall pay Employee Five Hundred Dollars ($500.00) per month. Employee shall also be entitled to unlimited use of the City’s EV chargers at no cost to the Employee.

B. Technology, connectivity, and networks. To maximize and assure Employer and Employee remain in regular, secure, and reliable communication, Employee is annually able to purchase, lease, obtain services, and related devices and services in an amount not to exceed Two Thousand Dollars ($2,000.00) per calendar year.

SECTION 10. Employee Leave Benefits.

A. Sick Leave Accrual Rate. Employee shall accrue ninety-six (96) hours of paid "Sick Leave" at the rate of approximately 3.7040 hours per pay period, not subject to an accrual cap.

B. Vacation Accrual Rate. Employee shall accrue “Vacation Leave” at the rate of approximately 6.15 hours per pay period. Such accruals shall not be subject to an accrual cap.

C. Administrative Leave. Employee shall accrue, and have credited to his personal account, ninety-six (96) hours of "Administrative Leave" each fiscal year at the rate of approximately 3.7040 hours per pay period, not subject to an accrual cap.

D. Floating Holiday. Employee shall accrue "Floating Holiday" as all other employees, not subject to an accrual cap.

E. Severance/Benefits. If Employee is terminated or resigns pursuant to Section 4 of this Agreement, Employee shall be paid accrued floating holidays, Vacation, Sick, and Administrative Leave in one lump sum payment. Payment of the Severance Sum, if any, will be paid out pursuant to Section 4, Paragraph A.

F. Standard Employee Leave Benefits. Employee shall also receive any other leave benefits not set forth herein that regular full-time City employees receive. Any changes in leave benefits that are made available to the other regular full-time City employees during a fiscal year shall also be made available to Employee.

SECTION 11. Disability, Health and Life Insurance.

A. Disability Insurance. Employer agrees to provide a long-term disability policy for Employee as currently provided to other full-time employees. If Employee is deemed by his physician to be permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period of four (4) months beyond any accrued Sick Leave, Employer shall have the option to terminate this Agreement, subject to the severance pay requirements of Section 4. Employee shall be compensated for any accrued floating holiday, Vacation, Sick, or Administrative Leave, or other accrued benefits due to him.

B. Medical Dental and Vision Insurance. Employer agrees to put into force and to make all required premium payments for the cost of medical, dental, and vision insurance policies covering Employee, Employee's spouse, and Employee's eligible dependents. The medical, dental and vision insurance policies and options available to Employee shall be commensurate with the policies available to other full-time City employees.

C. Life Insurance. Employer agrees to make all required premium payments on a 20 year Term Life insurance policy in the face amount of Five Hundred Thousand Dollars ($500,000.00) during the term of his employment, with the beneficiary to be named by the Employee. Such insurance will be procured through the City's usual insurance broker.

D. Standard Employee Insurance. Employee shall also receive any other insurance benefits not set forth herein that regular full-time employees receive. Any changes in insurance benefits that are made available to the other regular full-time employees during a fiscal year shall also be made available to Employee.

E. Health Reimbursement Account. Employer agrees to establish a Health Reimbursement Account for the Employee upon execution of the agreement, and annually on January 1 thereafter, contribute up to One Thousand Five Hundred Dollars ($1,500.00) to reimburse Employee for health-related expenses. The account balance shall not exceed $1,500.00 in any given calendar year. Any remaining balance will be forfeited on December 31 of each year, and at the termination of this Agreement.

SECTION 12. Retirement System.

A. PERS 2% at 62. The Employee shall be enrolled in the California Public Employees' Retirement System (CalPERS) at the two percent (2%) @ age 62 formula. The Employee shall pay the full employee portion as determined by CalPERS for the applicable plan.

B. 457 Plan. Employer shall annually contribute the maximum amount allowable to the City-sponsored 457 Plan on Employee's behalf. This subsection shall be governed by the terms and conditions of such plan as they now exist, or as they may be changed in the future. Employer shall contribute a one-time refund amount of $4,000.00 for Employee contributions to City-sponsored 457 Plan upon execution of this agreement for calendar year 2025.

C. Compliance with Mission Square. Employer and Employee shall both abide by the rules of Mission Square (formerly ICMA/RC) relating to the deferred compensation programs (IRC 457), as such rules now exist or may hereafter be modified.

D. 401 (a) Plan. Employee shall be able to participate in City's (Employer) 401(a) retirement plan wherein City shall contribute annually, the maximum amount allowed by law, for the Employee contribution and for the Employers matching contribution. Employer shall advise Employee of the total amount contributed. All contributions shall be consistent with the rules and regulations of the Plan, as set forth, time to time, by the United States Department of the Treasury, Internal Revenue Service Division.

E. Standard Employee Retirement Benefits. Employee shall also receive any other retirement benefits not set forth herein that regular full-time employees receive. Any changes in retirement benefits that are made available to the other regular full-time employees during a fiscal year shall also be made available to Employee.

SECTION 13. Dues and Subscriptions.

Employer agrees to budget for and to pay the professional dues and subscriptions of Employee necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional development, growth and advancement, and for the good of the Employer.

SECTION 14. Professional Development.

A. Standard Travel Expenses. Employer agrees to budget for and to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and conferences adequate to continue the professional development of Employee and adequately pursue necessary official and other functions for Employer.

B. Education Seminars. Employer agrees to budget for and to pay the travel and subsistence expenses of Employee for continuing education, short courses, institutes and seminars necessary for his professional development and for the good of the Employer.

SECTION 15. General Expenses.

Employer recognizes that Employee will incur certain expenses of a non-personal and job-affiliated nature. Employer agrees to reimburse Employee for, or to pay such expenses. Accordingly, Employer will authorize the Director of Operations, or designee, to disburse funds for such expenses upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

SECTION 16. Election Protection.

Employer will not terminate Employee during any one hundred eighty (180) calendar day period after a City Council election commencing on the date that new Council members are officially sworn in, without the payment of an additional severance allowance. This additional period will offer new City Council members an opportunity to work with and observe the Employee prior to taking any action against Employee. If the City Council does terminate the Employee within one hundred eighty (180) days after a City Council election, the Employee shall be entitled to a severance payment in the sum of an amount equivalent to one hundred eighty (180) calendar days of Employee's Base Salary at that time, in addition to the severance pay provided under Section 4 of this Agreement, subject to the limitations of Section 53260 of the Government Code.

SECTION 17. Indemnification.

A. City Indemnifies. Employer shall defend, hold harmless, and indemnify Employee against any tort, liability claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in or arising out of the performance of Employee's duties as Interim City Manager / City Manager. Employer will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon, with the exception of punitive

damages, which shall be paid only upon a specific agreement to do so by a majority of the whole City Council and solely in its discretion.

B. Exception to Indemnity. Notwithstanding the foregoing indemnification and defense language in Section 17, Paragraph A, if any such funds are paid by Employer for the legal criminal defense of Employee and Employee is subsequently convicted of (or pleads guilty or enters into a plea of "no-contest") any illegal act or other act involving moral turpitude, abuse of office or position or personal gain to him, any funds paid by Employer for such defense shall be immediately reimbursed to Employer.

SECTION 18. Bonding.

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 19. Other Terms and Conditions of Employment.

A. Termination at City's Option. If Employer terminates this Agreement under any Section herein, Employer retains the right to offer Employee a position within the City, including reverting to the Assistant City Manager position, commensurate with Employee's then-existing pay range and experience, in lieu of the Employee's right to payment of any and all severance set forth in Section 4 of this Agreement. If Employee accepts Employer's offer to continue in such position, and Employee serves in that position for a period of no less than twelve (12) consecutive calendar months, Employee waives the right to severance as provided in Section 4. During the course of the twelve (12) months of Employee's service in said position, the City Council retains sole authority to terminate Employee. If, for any reason, Employee does not accept the position offered, Employee shall remain entitled to all severance under the conditions set forth in Section 4 of this Agreement.

B. Council May Set Conditions. Employer, in consultation with the Employee, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent or in conflict with the provisions of this Agreement, state codes, or any other laws.

C. COLAs. Cost of Living Adjustments (COLAs), fringe benefits, and working conditions applicable generally to employees of the Employer, as such adjustments, benefits, or rules now exist or hereinafter may be amended, shall also apply to the Employee, except where such adjustments, benefits, or working conditions are inconsistent with the terms contained herein.

D. Tuition Reimbursement. Employer shall also provide Employee with a tuition reimbursement of up to Ten Thousand Dollars ($10,000.00) per calendar year under this Agreement towards employee's masters or doctoral degree, which may include paying down existing student loans. In addition, Employer shall provide funds for Employee to attend one Harvard University professional development course each year of this Agreement.

E. Mutual Support. Each Party agrees that they owe the other respect, support, and cooperation in their respective service to the City of Palmdale, the residents, taxpayers of the City, and the business community of the City. At all times, each Party shall support the other, and consistent with the law, publicly support the other. Further, in the event the City terminates Mendez for any reason, or no reason, or if Mendez resigns, each Party agrees that no member of the City Council, the City Management staff, nor Mendez, shall make any written, oral or electronic statement to any member of the public, the press or any City employee concerning Mendez's separation except in the form of a mutually agreed to joint press statement. Each party may verbally repeat the substance of the joint press release or statement in response to any inquiry.

SECTION 20. Notices.

Notices pursuant to this Agreement shall be in writing and delivered personally, or deposited in the custody of the United States Postal Service, postage pre-paid, addressed as follows:

Employer:

Mayor and City Council Members
City of Palmdale
38300 Sierra Highway
Suite A.
Palmdale, California 93550

Employee:

Salvador Mendez
38300 Sierra Highway
Suite "A"
Palmdale, California
93550

With copies to:

City Attorney Department
City of Palmdale
38300 Sierra Highway
Palmdale, California 93550

Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service. Notices shall also be mailed or personally delivered to the Employee's home address then on file with the City's Personnel Office.

SECTION 20. General Provisions.

A. Full Agreement. The text herein shall constitute the entire Agreement between the Parties. The terms of this Agreement may be changed or amended only by written Agreement between the Parties.

B. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors or administrators of Employee.

C. Severability. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the Employer has caused this Agreement to be executed in duplicate on its behalf by its Mayor, and duly attested by its City Clerk, and the Employee has executed this Agreement, all as of the day of year first above written.

EMPLOYER:

_____
Laura Bettencourt, Mayor Pro Tem

EMPLOYEE:

_____
Salvador Mendez

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Alexandra Severino, 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: October 7, 2025

During the period Sept. 1 through Sept. 30, 2025, I attended the following meetings and events:

Sept. 2	City Council Meeting
Sept. 16	AVAQMD Board of Directors Meeting
Sept. 18	Townhall for District 3
Sept. 22	Lunch with Housing Commissioner Fraga-Sanz
Sept. 23	AVTA Board of Directors Meeting
Sept. 24	City Hall Tour for Sister Cities Delegation
Sept. 24	Reception Dinner for Palmdale-Poncitlán Sister Cities 51st Anniversary
Sept. 25	Erick A. Garcia “You Are Enough” Foundation/AV Suicide Prevention Center Grand Opening
Sept. 25	SAVES Open House
Sept. 29	Lunch meeting with SALVA
Sept. 30	Meeting with EAFB Civ-Mil Support Group

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: October 7, 2025

During the period Sept. 1 through Sept. 30, 2025, I attended the following meetings and events:

Sept. 2	City Council Meeting
Sept. 8	AV Sheriff Boosters Duke Bloom Memorial Golf Tournament
Sept. 13	9/11 National Day of Service Desert Clean Up
Sept. 15	Assistance League Antelope Valley Shaffer Rockey Kids Golf Tournament
Sept. 16	AVAQMD Board of Directors Meeting
Sept. 20	Foodie Fest at Palmdale Amphitheater
Sept. 20	City of Palmdale Recognition at AV Alta soccer game
Sept. 24	Reception Dinner for Palmdale-Poncitlán Sister Cities 51st Anniversary

CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Richard Loa, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: October 7, 2025

During the period Sept. 1 through Sept. 30, 2025, I attended the following meetings and events:

Sept. 2	City Council Meeting
Sept. 5	Executive Committee for Regional Homeless Alignment in DTLA
Sept. 11	AV 9/11 Remembrance Ceremony
Sept. 16	Deputy Ryan Clinkunbroomer's EOW 2nd Anniversary Event
Sept. 24	Reception Dinner for Palmdale-Poncitlán Sister Cities 51st Anniversary
Sept. 24-28	83rd Annual Antelope Valley Fair

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: October 7, 2025

During the period Sept. 1 through Sept. 30, 2025, I attended the following meetings and events:

Sept. 2	City Council Meeting
Sept. 5	SALVA Labor and Justice Rapid Response Assembly
Sept. 8	AV Sheriff Boosters Duke Bloom Memorial Golf Tournament
Sept. 9	Neighborhood Watch District 4, Dominic Massari Park
Sept. 11-12	2025 Mobility 21 Transportation Summit, Anaheim
Sept. 15	Assistance League Antelope Valley Shaffer Rockey Kids Golf Tournament
Sept. 16	Deputy Ryan Clinkunbroomer's EOW 2nd Anniversary Event
Sept. 20	City of Palmdale Recognition at AV Alta Soccer Game
Sept. 23	AVTA Board of Directors Meeting
Sept. 25	Erick A. Garcia "You Are Enough" Foundation/AV Suicide Prevention Center Grand Opening
Sept. 25	SAVES Open House
Sept. 26	Metrolink Board of Directors Meeting at Union Station