PALMDALE

a place to call home

CITY COUNCIL
SUCCESSOR AGENCY
HOUSING AUTHORITY
INDUSTRIAL DEVELOPMENT AUTHORITY
PALMDALE AIRPORT AUTHORITY
PALMDALE FINANCING AUTHORITY
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
TUESDAY, MARCH 3, 2026
5:00 PM
www.cityofpalmdaleca.gov

WELCOME

LEGISLATIVE BODY

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

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.

Public Comment Information
Members of the public may speak for up to **three (3) minutes** on the Consent Calendar, Public Hearings, Appointments, New Business, and Closed Session items. To address the Legislative Body on any agendized item, please complete a speaker card for the City Clerk and indicate the item you wish to speak on. Speaker cards are available in the foyer of the Council Chambers.

Please follow these guidelines to ensure the meeting runs smoothly:

- All comments must be respectful and courteous.
- Comments that are personal, threatening, obscene, insulting, or that attack others or berate differing viewpoints will not be allowed.
- Individuals who violate these rules or disrupt the meeting will be ruled out of order by the Chair and must immediately stop speaking.
- Disruptive individuals may be asked to leave the meeting.

1. **CALL MEETING TO ORDER**

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

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

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

4. **PRESENTATIONS**

   4.1 Coffee4Vets presentation to the City of Palmdale for supporting veterans in the Antelope Valley.

5. **NON-AGENDA PUBLIC COMMENTS - Now is the time for public participation.**

6. **HOUSING AUTHORITY CONSENT CALENDAR - Now is the time for public participation**

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

   6.1 Approve the minutes from the previous meeting.

Mins 12 02 2025.pdf

7. **CONSENT CALENDAR - Now is the time for public participation**

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 Reports for January 2026.
SR Monthly Investment Reports January 2026.docx
Rpt. Monthly Investment Reports January 2026.pdf

7.3 Approve agreement with Euna Solutions, Inc., for Budget Management and Publishing Software for a total not to exceed the amount of $263,225 for a three-year term with an option to extend two one-year terms.
SR Approve Agrmt No. A-9738 with Euna Solutions, Inc.docx
Agrmt No. A-9738 with Euna Solutions, Inc.pdf

7.4 Approve agreement and requisition with Cashel Corporation dba Integrated Media Systems (IMS) for Council Chambers broadcast and audiovisual system upgrade project for a combined not to exceed amount of $487,570 (Agreement and contingency totaling $260,894, and Requisition totaling $226,675) for a term of one year.
SR Agrmt No. A-9731 with Cashel Corp. dba IMS.docx
Agrmt No. A-9731 with Cashel Corporation dba IMS.pdf
Atch. Cashel Corporation dba IMS Proposal.pdf
Req. No. 260913 with Cashel Corporation dba IMS.pdf

7.5 Receive the summary of the 2025 Annual Housing Element Progress Report.
SR 2025 Annual Housing Element Progress Report.docx
Rpt. 2025 Annual Housing Element Progress Report.pdf

7.6 Adopt Resolution No. CC 2026-013, a Resolution of the City Council of the City of Palmdale authorizing the City Manager's signature authority for a not to exceed amount of $350,000 per transaction for the contracting of performers or entertainment services and repealing Resolution No. CC 2025-058.
SR Signature Authority.docx
Reso. No. CC 2026-013 Signature Authority.docx

7.7 Approve agreement with FS Contractors, Inc., for Concrete Removal and

Replacement Services at City parks and facility grounds for a total not to exceed amount of $147,700 for a term of one year.
SR Approve Agrmt No. A-9701 with FS Contractors, Inc.docx
Agrmt No. A-9701 with FS Contractors, Inc.pdf

7.8 Approve agreements with Mariposa Tree Management, Inc., United Pacific Services, Inc., and West Coast Arborists, Inc., for professional arboricultural services for a combined not to exceed amount of $3,825,000 ($1,275,000 each) over a term of three years with two optional one-year extensions.
SR Agrmt Nos. A-9710, A-9711, and A-9712 for professional arboricultural services.docx
Agrmt No. A-9710 with Mariposa Tree Management Inc.pdf
Agrmt No. A-9711 with United Pacific Services, Inc.pdf
Agrmt No. A-9712 with West Coast Arborists, Inc.pdf

7.9 Approve first amendment to agreement with Psomas for Design Services for PN 906, Avenue T Street Improvement Project, increasing the agreement amount by $147,810 for a total not to exceed amount of $948,951 for a term of eighteen months.
SR Agrmt No. A-9346 First Amendment with Psomas.docx
Agrmt No. A-9346 First Amendment with Psomas.pdf
Agrmt No. A-9346 with Psomas.pdf

7.10 Approve the minutes from the previous meeting.
Mins 02 03 2026.pdf
Mins 02 18 2026.pdf

8. **NEW BUSINESS - Now is the time for public participation.**

8.1 Approve Employment Agreement between the City of Palmdale and Salvador Mendez to serve as City Manager.
SR Agrmt No. A-9753 with Salvador Mendez.docx
Agrmt No. A-9753.docx

8.2 Adopt Resolution No. CC 2026-014, 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 legislation promoting identification and accountability in law enforcement.
SR Reso. No. CC 2026-014.docx
Reso. No. CC 2026-014.docx

9. **JOINT NEW BUSINESS CC/SA/HA/IDA/PAA/PFA - Now is the time for public participation**

9.1 Review and Approve the Mid-Year Budget Adjustments for Fiscal Year 2025-26.

SR Mid-Year Budget FY 2025-26.docx
Atch Mid-Year Budget FY 2025-26.pdf
Atch FY 2025-26 Mid-Year Budget.pdf

10. **CITY MANAGER'S REPORT**

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

12. **CLOSED SESSION - Now is the time for public participation.**

PRESENTATION BY CITY ATTORNEY

12.1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Concerning CV Communities, LLC v. Antelope Valley-East Kern Water Agency, et al.
Los Angeles Superior Court 20STCV10953
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

12.2 CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Salvador Mendez, Interim City Manager, and Linda Daube, Special Counsel
Employee organization: Teamsters Local 986
This closed session is being held pursuant to the authority of California Government Code Section 54957.6.

12.3 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation: (1 potential case – facts and circumstances unknown to potential plaintiffs)
This closed session is being held pursuant to the authority of California Government Code Section 54956.9, paragraph (2) of subdivision (d).

12.4 PUBLIC EMPLOYMENT
Title: City Attorney Recruitment
This closed session is being held pursuant to the authority of California Government Code Section 54957.

13. **ANNOUNCEMENT BY CITY ATTORNEY**

14. **ADJOURN** meeting to April 7, 2026, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.



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

MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
DECEMBER 2, 2025
5:00 PM

1) CALL MEETING TO ORDER

Mayor Pro Tem Bettencourt called the meeting to order at 5:02 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, Austin Bishop, Eric Ohlsen, Christina Fraga-Saenz, Dianne Betts.
ABSENT: Richard J. Loa, Andrea Alarcón.
Motion: Excuse the absence of Councilmember Loa.
Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Christina Fraga-Saenz, Dianne Betts.
Absent: Richard J. Loa.

Councilmember Alarcón arrived at 5:06 pm.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Bettencourt led the pledge of allegiance.

4) PRESENTATIONS

4.1) Recognition of Lockheed Martin's X-59.

Mayor Pro Tem Bettencourt presented a Commendation to Lockheed Martin staff in honor of the X-59 being named by Governor Newsom as the "Coolest Thing Made in California."

Pat LeBeau, X-59 Program Manager and Catherine Bahm, Project Manager spoke about the X-59 Project.

4.2) Commendation to Terry Stewart in honor of his retirement from the City of Palmdale.

Deputy Director of Public Works Livingston discussed the character and commitment of Terry Stewart and Clifton Young to serving the City of Palmdale.

Mayor Pro Tem Bettencourt presented a Commendation.

4.3) Commendation to Clifton Young in honor of his retirement from the City of Palmdale.

5) HOUSING AUTHORITY CONSENT CALENDAR

5.1) Approve the City of Palmdale Housing Authority 2024-25 Annual Report prepared pursuant to California Health & Safety Code Section 34176.1 and direct staff to post the approved Report on the City's Website.

5.2) Approve the minutes from the previous meeting.

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

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

Mayor Pro Tem Bettencourt adjourned the Housing Authority Meeting at 5:26 pm.

6) CONSENT CALENDAR

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

6.2) Receive and file the monthly investment activity reports for October 2025.

6.3) Adopt Resolution Nos. SA 2025-004 and SA 2025-005, Resolutions of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale approving the Recognized Obligation Payment Schedule and the Administrative Budget, respectively, for the period of July 1, 2026 through June 30, 2027.

6.4) Receive and file the Special Tax Annual Report for CFD 2003-1 (Anaverde), CFD 05-1 (Trade and Commerce), CFD 16-1 (Joshua Ranch Water Supply and Maintenance Services), CFD 2022-1 (Citywide Maintenance and Services), CFD 2022-2 (Ritter Ranch Maintenance Services), and CFD 2022-3 (Ritter

Ranch Phase I Public Facilities) in accordance with Senate Bill 165, Section 53410 of the California Government Code.

6.5) Approve Agreement with Quest Technology Management for network hardware and security services for a total not to exceed amount of $259,855 for a term of three years with the option to extend two additional one year terms.

6.6) Approve Agreement with Citadel EHS, Inc., for a comprehensive safety/injury illness prevention program assessment for the City of Palmdale, for a total not to exceed amount of $150,000 for a term of one (1) year.

6.7) Approve Agreement with Benevate, LLC, for implementation of software related to grant management and ongoing grant compliance oversight for a total not to exceed amount of $217,000 for a term of three (3) years.

6.8) Accept Notice of Completion (NOC) for PN 904, FY 2024-25 Local Street ARAM Cape Seal Project.

6.9) Accept Notice of Completion (NOC) for PN 911, FY 2025-26 Local Street Resurfacing Project.

6.10) Approve Final Tract Map No. 63364-1 (located at the southeast corner of Palmdale Boulevard and 65th Street East).

6.11) Approve Final Tract Map No. 83359 (Located at the southwest corner of Palmdale Boulevard and Oak Street).

6.12) Approve the minutes from the previous meeting.

Motion: Approve the items listed on the Consent Calendar.
Moved by Austin Bishop, seconded by Andrea Alarcón.

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

7) PUBLIC HEARING

7.1) Approve Amended and Restated Purchase and Sale Agreement with AVCC Master, LLC (an affiliate of Covington Investments, LLC), for the sale of approximately 233 acres located at the southeast corner of Sierra Highway and Avenue M (APN: 3126-022-929).

Mayor Pro Tem Bettencourt opened the Public Hearing.

Economic and Community Development Director Taggart presented the staff report.

The following individuals provided public testimony in favor of the project: Rene

Palacios, Josh Christensen, Ralph Velador, Iron workers 416, UA Local 761 Plumbers & Pipe Fitters, Drew Mercy, Brenda Campos, and Kateleen Luna. Jason Zink spoke in opposition of the project.

Mayor Pro Tem Bettencourt closed the Public Hearing.

Council spoke in support of the project.

Motion: Approve Amended and Restated Purchase and Sale Agreement with AVCC Master, LLC (an affiliate of Covington Investments, LLC).
Moved by Andrea Alarcón, seconded by Eric Ohlsen.

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

Mayor Pro Tem Bettencourt recessed the meeting from 5:51 pm to 6:04 pm.

8) NEW BUSINESS

8.1) Annual selection of Mayor and Mayor Pro Tem.

City Attorney Severino presented the item.

The following individuals provided public comments on this item: Rich Gallego, Ralph Velador, Michael Ross, Eugene Hernandez, Roger Soderstedt, Jason Zink, Mark Maldanado, and Marcos Alvarez.

Councilmember Bishop spoke in support of the rotational system and nominated Councilmember Ohlsen to be mayor. Councilmember Alarcón spoke in support of the nomination.

Motion: Approve the selection of Councilmember Ohlsen as Mayor.
Moved by Austin Bishop, seconded by Andrea Alarcón.

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

Councilmember Ohlsen discussed the current rotational system, acknowledged the respect of his colleagues, and expressed his commitment to serving the City.

Motion: Approve the selection of Councilmember Bishop as Mayor Pro Tem.
Moved by Laura Bettencourt, seconded by Eric Ohlsen.

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

Councilmember Bishop thanked his colleagues for their vote of confidence.

9) CITY MANAGER'S REPORT

Interim City Manager Mendez spoke about the city receiving awards, including an APWA Best Award for the best innovative project, which was awarded to Public Works for their Community Preservation Program (CPP). The city also received the High Desert Award for Yellen Park, recognizing it as outstanding project of the year. He thanked Parks and Recreation for the Holiday lighting event. He provided an update on several upcoming events including: Jolly Holiday on December 6 at the Palmdale Amphitheater, How the Grinch Stole Christmas- family movie night at Poncitlan Square on December 12 as well as a toy giveaway the same day, holiday cookie decorating event at Marie Kerr Park and Oasis Recreation Centers on December 13, Holiday Magic at the Square at Poncitlan Square on December 19, and several SAVES food distribution events.

10) NON-AGENDA PUBLIC COMMENTS

The following individuals provided public comments: Eugene Hernandez expressed his concerns regarding Councilmember Alarcón's conduct, a proposed car wash in East Palmdale, and the establishment of a community center. Drew Mercy of AV Edge provided Council with a thumb drive containing their quarterly report under the new agreement, thanked Council and staff for attending AV Edge's fall forum at the Playhouse, discussed streamlining development, and spoke about the upcoming holiday reception. Valanda Harville voiced her concerns about the street sweeping signage. Mark Maldonado expressed support for the lighting at Poncitlan Square, discussed the town hall meetings organized by Councilmember Alarcón and Mayor Pro Tem Bettencourt, and addressed topics related to the AV Edge contract. Rich Gallego inquired about the status of the investigation into Councilmember Loa and requested updates on the search for a new City Manager. Roger Soderstedt discussed the missing trash can from Arnie Quinones Park. Jason Zink discussed various topics, including street sweeping, parking citations, and the significance of the mayoral title. Marsha Furman spoke regarding public participation, sidewalk installations, and safe and sane fireworks. Rocio Castellanos promoted a holiday event hosted by LA Care in partnership with SALVA and Councilmember Alarcón, scheduled for December 19 at McAdam Park. Marcos Alvarez expressed concerns about the streetlight outage on 30th Street East and Avenue S and suggested community programs such as music and art schools to help reduce the high suicide rate on the Eastside of Palmdale. Michael Ross addressed issues related to street sweeping signage, parking concerns, and shared his views on civic responsibility.

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

11.1) Council Reports

Councilmember Alarcón expressed support for attracting new businesses and mortgage-paying jobs to Palmdale. She extended her appreciation to staff for their dedication to the community, thanked first responders and residents, and

recognized Assemblyman Juan Carrillo. She also highlighted the upcoming LA Care event giveaway scheduled for December 19 and extended warm holiday wishes to all.

Councilmember Bishop participated in several events in November, including the Sam Yellen Phase II ribbon-cutting, the grand opening of Coach's Tavern, the AV Wall retirement ceremony, and a visit to the Together California site. He reflected on the Council meetings held during the COVID-19 pandemic, including discussions on vaccine passports, acknowledging the PFC's efforts in these initiatives. Additionally, he provided a brief update on the Avenue M project near Trader Joe's.

Councilmember Ohlsen attended the Together California walkthrough, the Sam Yellen Phase II ribbon-cutting, and Assemblyman Carrillo futsal courts dedication. He commended the Parks and Recreation Department and Public Works for their diligent work. He also participated in the ribbon-cutting event for the new slide at DryTown and attended several Veterans Day activities, including the Veterans Day ceremony, Veterans Ball, and the AV Wall retirement event.

Mayor Pro Tem Bettencourt expressed gratitude to everyone present and extended holiday wishes. She acknowledged the contributions of her fellow Councilmembers and voiced her support for Councilmembers Ohlsen and Bishop in their new roles. She attended several events in November, including the National League of Cities Conference in Salt Lake City, and spoke about some of the projects discussed and her desire to bring programs to Palmdale, such as Age in Place and the Just Serve program.

Councilmember Alarcón recognized Mayor Pro Tem Bettencourt for her leadership role and decorum, and she thanked her for bringing everyone together.

Councilmember Bishop thanked Mayor Pro Tem Bettencourt for her professionalism, tenacity, and commitment to the city. He spoke of her dedication and her being the definition of service above self.

Mayor Pro Tem Bettencourt shared her strong belief in Palmdale, its residents, and city leadership, expressing her love for the community. She reported efforts to resolve the issue of a missing trash can at Arnie Quinones Park, discussed the ongoing City Manager search, and announced her intention to review the city's General Plan. She provided updates on the AV Edge event and upcoming projects, addressed parking concerns related to street sweeping, and committed to finding a more convenient solution for residents. She also mentioned the out-of-service streetlight at 30th Street East and Avenue S, as well as the need for additional bus benches in Palmdale, requesting that Eugene Hernandez identify key locations. Furthermore, she informed Jason Zink that they would be reviewing the flash drives for AV Edge.

Councilmember Alarcón voiced support for increasing the number of bus

benches and encouraged AV Edge to submit quarterly reports.

Councilmember Ohlsen reported attending the SAVES Thanksgiving giveaway and a turkey distribution event with SALVA. He thanked the community for coming together to support one another. Lastly, he thanked Mayor Pro Tem Bettencourt for stepping up and helping them all get through the year.

12) CLOSED SESSION

Public Comments: None.

City Attorney Severino confirmed that the item would be heard as listed.

12.1) CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Initiation of litigation: (1 case)
This closed session is being held pursuant to the authority of California Government Code Section 54956.9, paragraph (4) of subdivision (d).

13) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 7:18 pm to 8:07 pm.

City Attorney Severino announced the following:

12.1 - There was no reportable action.

14) ADJOURNMENT.

Mayor Pro Tem Bettencourt adjourned the meeting at 8:09 pm to January 13, 2026, 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 3rd day of March 2026.

_____
Eric Ohlsen, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **MARCH 3, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY REPORTS FOR JANUARY 2026**

RECOMMENDATION

Staff recommend that the City Council:

1. Receive and file the January 2026 monthly investment activity reports for the City of Palmdale and Successor Agency.

BACKGROUND

In accordance with Section 16 of the City and Successor Agency Investment Policy, the City Treasurer is required to prepare and present monthly and quarterly investment reports to the City Manager/Executive Director and the City Council/Board of Directors. These reports include detailed information on each investment, including the investment type, issuer name, purchase date, maturity date, amount invested, and interest rate. Reporting covers all pooled investments of the City and Successor Agency, as well as Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts, and Community Facilities District accounts managed by external fiscal agents.

The monthly investment reports provide an overview of the City and Successor Agency's investment activity and portfolio performance. They summarize total assets, portfolio allocations, average maturities, yields, and book values. The interest rates presented reflect the most current rates available as of the report date.

Market values for pooled City and Successor Agency investments are based on closing prices as of the report date. Pricing information is obtained from reputable sources, including the Wall Street Journal, Bloomberg Financial Markets, Capital Market Finance publications, and other reliable market data providers.

DISCUSSION

Compliance with Investment Policy

As of January, the City's total investment portfolio was valued at $310,607,794, reflecting an increase of $6,495,485 from the prior month and a decrease of $14,081,693 compared to the same period last year. The month-over-month increase is attributable to interest earnings and new investment purchases.

The Successor Agency's portfolio had a par value of $17,275,279 as of January, representing an increase of $7,788,409 from the previous month. This increase is primarily due to the receipt of Recognized Obligation Payment Schedule (ROPS) funds from Los Angeles County during the month.

All investments are in full compliance with Section 8 of the City's Investment Policy. The portfolios consist of a diversified mix of authorized investment instruments, including Certificates of Deposit, Corporate Notes, U.S. Treasury Securities, and Government Agency Securities, each maintained within established portfolio percentage limits.

The Finance Division serves as custodian of the City and Successor Agency investment portfolios and adheres to the three primary objectives outlined in the Investment Policy:

- Safeguard principal by investing in financial instruments that mitigate the risk of market-related losses;
- Maintain sufficient liquidity to meet anticipated cash flow needs; and
- Achieve a competitive market rate of return consistent with policy constraints.

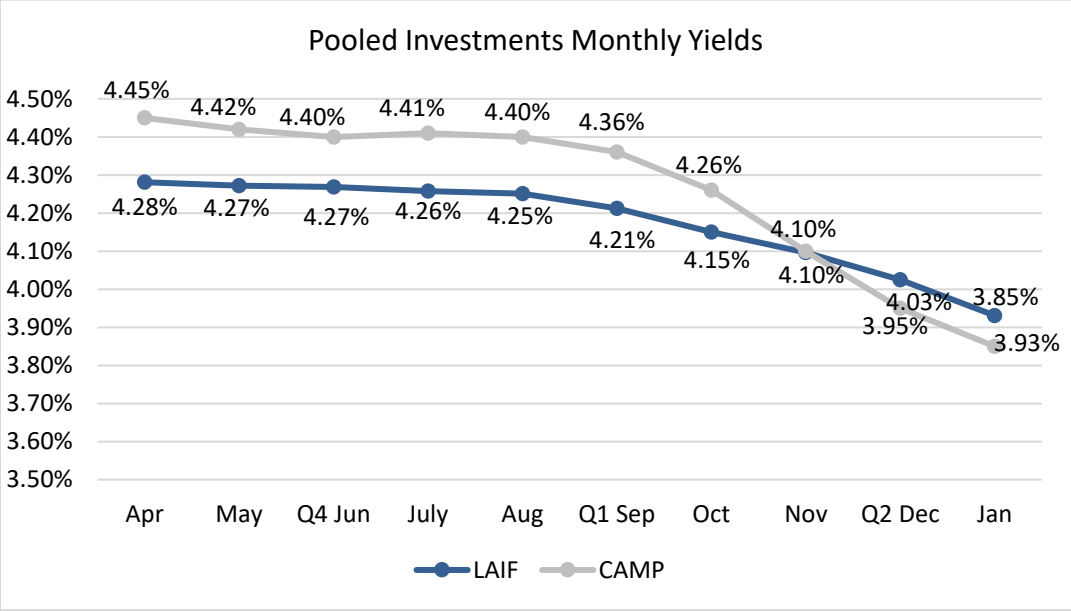
Liquidity

Maintaining adequate liquidity to support operational requirements remains a key priority of the Finance Division. To support this objective, the City and Successor Agency invest in two pooled funds: the Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). These funds are designed to support daily operational needs and provide flexibility during periods of economic uncertainty. Their high liquidity ensures that both entities can meet ongoing cash flow demands.

At the end of January, the City's LAIF balance totaled $116,929,296, an increase of $1,114,167 due to interest earnings for the month. The Successor Agency's LAIF balance was $4,027,756, reflecting an increase of $42,142, also attributable to interest earnings.

The City's CAMP balance at the end of January was $54,267,675, compared to $54,090,745 in December. The increase is due to interest earned during the month.

The interest rates presented reflect the most current rates available as of the date of this report. As of January 31, 2026, LAIF and CAMP were earning 3.931 percent and 3.85 percent, respectively. At the end of December, the rates were 4.025 percent for LAIF and 3.95 percent for CAMP. One year ago, LAIF and CAMP rates were 4.366 percent and 4.55 percent, respectively.



The chart above shows the LAIF and CAMP average monthly yields from April 2025 through January 2026. 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 seeks to maintain a well-diversified investment portfolio in order to minimize exposure to risks associated with any single security type or financial institution.

The City and Successor Agency portfolios remain appropriately diversified in accordance with the Investment Policy. The accompanying monthly and quarterly reports detail all investments held by both entities, including current book values as of January 31, 2026.

Based on current projections, both the City and the Successor Agency have sufficient funds to meet anticipated expenditure requirements over the next six months. The

Finance Division will continue to closely monitor economic conditions and assess their potential impact on interest rates and overall portfolio performance.

Attached are summaries of the investments in the City and Successor Agency's books as of January 31, 2026.

FISCAL IMPACT

$0; There is no fiscal impact associated with the recommended action 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 January 2026

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2026

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES				Yield			
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
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
11-17-25	09-30-30	CITY	91282CPA3 U.S. Treasury Note	3.63	3,000,000.00	3,015,470.91	3,001,130.25
01-23-26	06-30-29	CITY	91282CEV9 US Treasury Note	3.25	1,000,000.00	985,312.50	985,312.50
01-23-26	02-28-30	CITY	91282CGQ8 US Treasury Note	4.00	1,000,000.00	1,008,750.00	1,008,750.00
01-23-26	12-31-30	CITY	91282CJQ5 US Treasury Note	3.75	1,000,000.00	995,937.50	995,937.50
			TOTAL U.S. TREASURY SECURITIES		$ 52,700,000.00	$ 52,260,718.78	$ 52,543,402.25
GOVERNMENT AGENCY PAPER							
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
12-21-21	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	3130B4QA2 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
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
09-17-25	09-15-28	CITY	3133ETXV4 Federal Farm Credit Bond	3.83	1,400,000.00	1,402,403.14	1,400,000.00
11-17-25	11-06-30	CITY	3130B8BF8 Federal Home Loan	3.95	830,000.00	833,082.01	832,080.25
01-06-26	06-26-30	CITY	3133ET5K9 Federal Farm Credit Bank	4.07	3,000,000.00	2,998,500.00	2,998,500.00
01-06-26	01-06-31	CITY	3136GCCY9 Fannie Mae	4.00	4,000,000.00	4,000,000.00	4,000,000.00
			TOTAL GOVERNMENT AGENCY PAPER		$ 68,230,000.00	$ 66,600,934.03	$ 67,285,412.94
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	12-28-28	CITY	09582YAV4 Blue Ridge Bank	4.09	240,000.00	240,948.00	241,135.20
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
06-20-24	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
01-06-26	12-30-30	CITY	32026U6U5 First Foundation Bank	4.25	250,000.00	250,000.00	250,000.00
01-14-26	01-14-31	CITY	46659CSR2 JP Morgan Chase Bank NA	4.0	250,000.00	250,000.00	250,000.00
			TOTAL CERTIFICATES OF DEPOSIT		$ 2,695,000.00	$ 2,699,416.30	$ 2,715,663.24

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
CORPORATE BONDS							
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
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	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
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
01-06-26	11-15-30	CITY	30303MAB8 Meta Platforms Inc Global	4.20	1,500,000.00	1,510,500.00	1,510,500.00
01-06-26	05-06-30	CITY	46647PBD7 JPMorgan Chase & Co	3.70	1,500,000.00	1,482,990.00	1,482,990.00
01-23-26	04-13-29	CITY	023135CG9 Amazon.com Inc	3.45	1,000,000.00	988,500.00	988,500.00
01-23-26	01-23-30	CITY	6174468G7 Morgan Stanley MTN	4.43	1,000,000.00	1,007,000.00	1,007,000.00
01-23-26	01-10-31	CITY	89236TPH2 Toyota Motor Credit Corp	4.20	1,000,000.00	998,300.00	998,300.00
			TOTAL CORPORATE BONDS		$ 15,656,000.00	$ 15,493,903.57	$ 15,561,232.50
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY	98-19-620	0.78	61,768,288.77	61,768,288.77	61,768,288.77
9-19-2024	n/a	PFA	40-19-078		36,500,000.00	36,500,000.00	40,603,146.66
9-28-2021	n/a	ARPA	19-19-004	0.78	14,557,860.40	14,557,860.40	14,557,860.40
			TOTAL LAIF ACCOUNTS		$ 112,826,149.17	$ 112,826,149.17	$ 116,929,295.83
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY	6080-01	0.30	54,267,674.78	54,267,674.78	54,267,674.78
			TOTAL CAMP ACCOUNTS		$ 54,267,674.78	$ 54,267,674.78	$ 54,267,674.78
UBS FINANCIAL SERVICES							
n/a	n/a	CITY		0.00	1,305,112.18	1,305,112.18	1,305,112.18
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 1,305,112.18	$ 1,305,112.18	$ 1,305,112.18
			TOTAL CITY INVESTMENTS		$ 307,679,936.13	$ 305,453,908.81	$ 310,607,793.72

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2026

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			14,228.63
			TOTAL LIBRARY INVESTMENTS				$ 14,228.63
			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			123.27
05-10-95	n/a	IMPROVEMENT	95421222	0.10			179,146.60
			TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1				$ 179,269.87
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			14.21
04-06-95	n/a	IMPV-ACQUI	95420884	0.01			2,981,902.93
04-06-95	n/a	BOND	95420887	0.15			0.15
			TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1				$ 2,981,917.29
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			93.58
08-01-19	n/a	RESERVE	242969003	0.00			722,963.06
08-01-19	n/a	SP TAX - REFNDING BOND	242969004	0.01			15,152.03
			TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1				$ 738,208.67
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			14,838.16
	n/a	RESERVE FUND	251009001	0.01			648,601.45
			TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021				$ 663,439.61
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			29,750.09
11-08-06	n/a	ADM EXP	106844002	0.01			1,843.45
11-08-06	n/a	RESERVE FUND	106844003	0.01			87,329.75
			TOTAL 2006-1 GODDE HILL ESTATE SEWER IMPROVEMENTS LOIB				$ 118,923.29

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
2015 HA DEBT SERVICE RESERVE							
Fiscal Agent: Bank of America							
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08			41,143.92
			TOTAL 2015 HA DEBT SERVICE RESERVE				$ 41,143.92
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND							
05-23-18	n/a	CITY	104790895775 Pub. Agency Retirement Svcs.	2.60			12,406,041.69
			TOTAL PARS PENSION TRUST FUND				$ 12,406,041.69
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			107,872.37
09-03-15	n/a	INTEREST ACCT	277067001	0.01			14.01
09-03-15	n/a	BOND RESERVE	277067003	0.00			281,017.35
09-03-15	n/a	REPAIR & REPLACE FUND	277067004	0.00			1,442,354.64
			TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS				$ 1,831,258.37
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			0.50
04-05-17	n/a	REVENUE REFUNDING BOND	271128001	n/a			0.07
04-05-17	n/a	REVENUE REFUNDING BOND	271128002				0.31
			TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS				$ 0.88
BOND PROCEEDS							
2023 A&B SERIES ACQUISITION & CONSTRUCTION REVENUE BOND							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
			248041000				9.57
11-30-23	n/a	INTEREST	248041001				452,096.08
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				-
11-30-23	n/a	REVENUE FUND	248041008				4,800,441.48
			TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND				$ 5,252,561.18

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2026

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
		GRAND TOTAL - FISCAL AGENT CASH					$ 24,212,764.77

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$ 13,784,232
Pooled Cash Investments			
City:	$	306,884,882	
Insur Fund:	$	3,722,912	$ 310,607,794
Library Investments			$ 14,229
Subtotal			$ 324,406,255
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$ 24,212,765
Grand total			$ 348,619,020

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 January, 2026

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2026

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				$ 61,231,271.14
01-15-26			$ 537,017.63	
Subtotal	$ -	$ -	$ 537,017.63	$ 61,768,288.77
LAIF - PFA ACCOUNT 40-19-078				
Beginning Balance				$ 40,178,315.84
01-15-26			$ 424,830.82	
Subtotal	$ -	$ -	$ 424,830.82	$ 40,603,146.66
LAIF - LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 14,079.76
01-15-26			$ 148.87	
Subtotal	$ -	$ -	$ 148.87	$ 14,228.63
LAIF - ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 14,405,541.45
01-15-26			$ 152,318.95	
Subtotal	$ -	$ -	$ 152,318.95	$ 14,557,860.40
CAMP				
Beginning Balance				$ 54,090,744.99
01-31-26			$ 176,929.79	
Subtotal	$ -	$ -	$ 176,929.79	$ 54,267,674.78
UBS Financial Services				
Beginning Balance				$ 8,593,112.91
01-31-26			$ 65,566.77	
01-31-26	$ 1,000,000.00			
01-31-26		$ (8,353,567.50)		
Subtotal	$ 1,000,000.00	$ (8,353,567.50)	$ 65,566.77	$ 1,305,112.18
Total	$ 1,000,000.00	$ (8,353,567.50)	$ 1,356,812.83	$ 172,516,311.42

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2026

POOLED CASH - INVESTMENTS PURCHASED

TN = US Treasury
FP = Federal Paper
CD = Certificate of Deposit
CB = Corporate Bonds

ISSUER	PURCHASE DATE	MATURITY DATE		FACE VALUE	PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield
30303MAB8 Meta Platforms Inc Global	01-06-26	11-15-30	CB	1,500,000.00	(10,500.00)	1,510,500.00	11,025.00	1,521,525.00	4.20
3133ET5K9 Federal Farm Credit Bank	01-06-26	06-26-30	FP	3,000,000.00	1,500.00	2,998,500.00	3,391.67	3,001,891.67	4.07
3136GCCY9 Fannie Mae	01-06-26	01-06-31	FP	4,000,000.00	-	4,000,000.00	-	4,000,000.00	4.00
32026U6U5 First Foundation Bank	01-06-26	12-30-30	CD	250,000.00	-	250,000.00	-	250,000.00	4.25
46647PBD7 JPMorgan Chase & Co	01-06-26	05-06-30	CB	1,500,000.00	17,010.00	1,482,990.00	9,255.00	1,492,245.00	3.70
46659CSR2 JP Morgan Chase Bank NA	01-14-26	01-14-31	CD	250,000.00	-	250,000.00	-	250,000.00	4.00
023135CG9 Amazon.com Inc	01-23-26	04-13-29	CB	1,000,000.00	11,500.00	988,500.00	9,583.33	998,083.33	3.45
6174468G7 Morgan Stanley MTN	01-23-26	01-23-30	CB	1,000,000.00	(7,000.00)	1,007,000.00	-	1,007,000.00	4.43
91282CEV9 US Treasury Note	01-23-26	06-30-29	TN	1,000,000.00	14,687.50	985,312.50	2,064.92	987,377.42	3.25
91282CGQ8 US Treasury Note	01-23-26	02-28-30	TN	1,000,000.00	(8,750.00)	1,008,750.00	16,022.10	1,024,772.10	4.00
91282CJQ5 US Treasury Note	01-23-26	12-31-30	TN	1,000,000.00	4,062.50	995,937.50	2,382.60	998,320.10	3.75
89236TPH2 Toyota Motor Credit Corp	01-23-26	01-10-31	CB	1,000,000.00	1,700.00	998,300.00	1,283.33	999,583.33	4.20
				$ 16,500,000.00	$ 24,210.00	$ 16,475,790.00	$ 55,007.95	$ 16,530,797.95	

Total Number of Transactions:

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JANUARY 31, 2026

POOLED CASH - INVESTMENTS MATURED OR CALLED

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

ISSUER	PURCHASE DATE	MATURITY DATE		FACE VALUE REDEEMED		INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
3134HBWS6 Freddie Mac Domestic	07-07-25	01-07-26	FP	2,000,000.00	C	40,000.00	2,040,000.00	1,995,000.00	5,000.00
742718FY0 Procter & Gamble	05-17-23	01-26-26	CB	1,000,000.00	M	20,500.00	1,020,500.00	998,946.40	1,053.60
780082AD5 Royal Bank of Canada	01-09-24	01-27-26	CB	500,000.00	M	11,625.00	511,625.00	499,835.00	165.00
06406RAQ0 Bank OF NY Mellon Corp	01-09-24	01-28-26	CB	500,000.00	M	1,875.00	501,875.00	489,620.00	10,380.00
				$ 4,000,000.00		$ 74,000.00	$ 4,074,000.00	$ 3,983,401.40	$ 16,598.60

Total Number of Transactions:

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
January 31, 2026

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	4,027,755.66	
						$ 4,027,755.66

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	530,844.59	
08-20-02	n/a	Interest Acct	94460701	0.04	21,745.42	
08-20-02	n/a	Principal Acct	94460702	0.04	82.20	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 552,672.21
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	12.37	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 12.37
GRAND TOTAL - FISCAL AGENT CASH						$552,684.58

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	12,694,838
Pooled Cash Investments	$	4,027,756
Successor Agency Fiscal Agent Cash	$	552,685
Grand total	$	17,275,279

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available. LAIF interest rates are as of January 31, 2026.

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
January 31, 2026

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				3,985,613.24
01-15-26			42,142.42	
Subtotal	$ -	$ -	$ 42,142.42	$ 4,027,755.66

City Council Staff Report

DATE: **MARCH 3, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH EUNA SOLUTIONS, INC., FOR BUDGET MANAGEMENT AND PUBLISHING SOFTWARE FOR A TOTAL NOT TO EXCEED THE AMOUNT OF $263,225 FOR A THREE-YEAR TERM WITH AN OPTION TO EXTEND TWO ONE-YEAR TERMS**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9738, with Euna Solutions, Inc., for Budget Management and Publishing Software for a total not to exceed amount of $263,225 for a three-year term with an option to extend two one-year terms; and,

2. Authorize the Interim City Manager or his designee to execute Agreement No. A-9738 with Euna Solutions, Inc., including minimal and/or non-substantial changes.

BACKGROUND

The City currently utilizes a combination of internal financial systems, spreadsheets, and manual processes to develop, manage, and publish its annual operating and capital improvement budgets. While these tools have supported the City's budgeting efforts, they require significant staff time for data entry, reconciliation, formatting, and the preparation of public-facing documents. In addition, the current process limits real-time collaboration, workflow tracking, and dynamic reporting capabilities.

As part of the City's ongoing commitment to fiscal transparency, operational efficiency, and modernization of internal systems, the Finance Division evaluated software solutions specifically designed for public-sector budget development, management, and online publishing.

The goal of this effort was to identify a platform that would:

- Streamline budget preparation and departmental submissions;
- Integrate with the City's existing financial system;
- Improve internal workflow, version control, and reporting;
- Enhance long-term financial planning capabilities; and,
- Provide an interactive, user-friendly online budget document for the public.

DISCUSSION

On November 18, 2025, a Request for Proposal (RFP), was advertised electronically through PlanetBids to solicit proposals for budget management and publishing software.

On December 18, 2025, the proposal deadline, nine (9) proposals were received and deemed responsive. An evaluation team, consisting of staff who are subject-matter experts in budget management and design, reviewed and evaluated all proposals.

Consistent with the Request for Proposals (RFP) procurement process, the evaluation prioritized the proposer's technical approach, followed by qualifications and experience, and the proposed management and staffing plan. While cost was considered as part of the overall evaluation, it was not the sole determining factor. The table below summarizes the weighted evaluation criteria used in this process:

Criteria	**Available Points**
Proposed Staffing and Management Plan	20
Organizational Structure, Qualifications, and Experience of the Firm	30
Technical Proposal	40
Cost Proposal	10
Total	**100**

Each evaluator scored the proposals independently. The Purchasing division observed the process, and after consolidating all evaluation results, the firms were ranked as follows:

Rank / Vendor	**Location**	**Cost Proposal**
1. IGM Technology / Gravity	Toronto, Canada	$144,100
2. Open Gov	San Francisco, CA	$482,262
3. Euna Solutions, Inc.	Sandy Springs, GA	$263,225
4. FSH Technologies	Philadelphia, PA	$341,000
5. Denovo	Louisville, CO	$380,625
6. 7 Dimensions Consulting	South Lyon, MI	$675,000

7. Concourse Tech Inc	New York, NY	$67,500
8. Human App Platform	Palmdale, CA	$346,200
9. ZEN Partners	Orlando, FL	$279,211

The top three-ranked firms were invited to give demonstrations to the evaluation team. Each firm submitted a pre-recorded video demonstration, allowing the team to thoroughly review their solutions. After evaluating the demonstrations, staff determined that Euna Solutions, Inc., best meets the City's needs.

Euna Solutions demonstrated strong public-sector experience, particularly with California agencies, and offers a cloud-based platform that integrates budget development, personnel forecasting, multi-year financial projections, workflow approvals, and public transparency publishing within a single system. The system is compatible with the City's existing financial systems and is designed to improve data integrity, reduce manual reconciliation, and centralize financial planning.

Key Features of the Agreement include:

- System implementation and configuration;
- Data migration and integration support;
- Staff training;
- Ongoing technical support and software maintenance;
- Annual subscription services; and,
- Integrated budget book publishing tools that allow the City to generate and publish interactive, web-based budget documents directly from approved budget data.

The budget book publishing capability is a significant enhancement in the City's current process. The system allows staff to produce formatted budget documents and public-facing dashboards directly from the adopted budget within the platform, reducing manual formatting time, improving accuracy, and enhancing transparency for residents and stakeholders. It is expected that the implementation will be complete before the Fiscal Year 2027-28 annual budget process.

FISCAL IMPACT

$263,225. Funds are budgeted and available for FY 2025-26 in the Information Technology Software account. Future funding will be proposed through the City's annual budget process.

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.

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

Agrmt No. A-9738 with Euna Solutions, Inc.

AGREEMENT NO. A-9738
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND EUNA SOLUTIONS, 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 EUNA SOLUTIONS, INC, a CONTRACTOR, (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 OPERATIONS 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:

The CONTRACTORS Implementation Process is broken down into phases and tasks as follows:
Phase 1 - Analysis and Project Management

Phase 1 consists of Analysis and effective Project Management, which are critical to the success of this project. From a high-level perspective, Euna's overall project management deliverables for the City will include the following:

1.Project Management & Analysis
The CONTRACTORS implementation services include a consultative approach to optimize the City's budget processes. Specifically, via Discovery, the CONTRACTORS consultants lead a review of the citys organizational budget processes' current state to identify possible improvements in accuracy, effectiveness, and efficiency. The CONTRACTORS consultants will work with the City to ensure viable solutions are considered and noted.

2.Gap Analysis
A significant part of the CONTRACTORS Budget implementation process is the functional analysis step (also known as “gap analysis”). Although this begins formally after the CONTRACTOR has been selected, and the agreement with the city has been executed, a good part of the functional analysis takes place prior to contract signing.This step helps both the City and the CONTRACTOR to understand how the the CONTRACTORS Budget solution can be best configured to meet the needs of the City, thus mitigating project risks that might otherwise occur. Together, we evaluate, review, and discuss the City’s current budget processes and data requirements, and map these to the CONTRACTORS Budget functionality.

3.Workflow
The workflow plan for the project is a working document that will be presented to the City to ensure that there is general agreement on the strategy.

4.Plan Documentation
The CONTRACTOR will create a Project Plan and Timeline, as well as Testing and User Acceptance documents. The CONTRACTORS Project Manager will assemble these documents in a shared document repository.

5.Plan Approval
The plan will be submitted to the City for review and comment. The CONTRACTOR and the City will have worked together closely to this point, so there should be no last-minute surprises. The expectation is that minor changes and refinements may be required at this point. Indeed, such minor changes will likely happen throughout the implementation.

Phase 2 – Implementation

Phase 2 consists of several steps that add successive functionality to the CONTRACTORS Budget. There is some flexibility to how each of these components will be implemented, but we are proposing that the following plan be used:

1.Component Kick-off
Each component will start with a kick-off meeting, where the implementation plan is reviewed so that the focus on success and goals is maintained.

2.Overview Sessions
The CONTRACTORS Budget functionality will be presented to the City so that the Finance Division is familiar with each module, is able to participate in its configuration, and understands data import needs.

3.Configuration
The components in the CONTRACTORS Budget will be configured to provide the

City’s desired functionality and accommodate the related data imports.

4.Data Import
The City’s historical data will be imported. The CONTRACTORS have expertise with uploading historical data from the Citys financial software and can work with the City’s Finance Department on identifying the data to upload. The purpose of having historical data includes:

•Many reports require multi-year data for trending
•Historical data is the best and easiest way to verify the system structure
•Historical data can be used to develop next year’s budget and forecasts
•Provides familiar data for training

5.Customizations and Report Development
Customized functionality, if applicable, and reporting according to the scope of services will be introduced and reviewed. This task benefits from the data import, as any screens or reports will reflect the actual and familiar data imported.

Report development will be staged as follows:

•Reports required for budget development
•Reports required for high-level review and approval
•Reports required for on-going budget management

6.Security Setup
Creating different security roles and ensuring each user is assigned appropriate role(s). This may include disabling some accounts, views, or reports for select users.

7. Financial and HR System Integration
Configuring interfaces to the City’s Tyler Munis ERP system according to the scope of services.

8.Testing
System testing, system backup testing, integration testing, stress/performance testing, and user acceptance testing (UAT) is outlined in the test plan. The CONTRACTORS Project Manager will assist and act as a facilitator through this process.

9.Training
The CONTRACTORS will deliver comprehensive Train-the-Trainer and End-User (staff) training using the City’s data. This training will be conducted remotely and will be delivered using web conferencing tools.

10.Go-live

The CONTRACTOR will consider the implementation to be complete and the CONTRACTORS Budget solution to be in a ‘go-live’ state when the system is opened to budget users for the development of a new budget, or when an end user has begun using the system for the purpose of managing the current budget, whichever is first. This step only occurs upon completion of testing and training activities.

11.Post go-live
Post Go-Live, your implementer will remain your primary contact for all the CONTRACTORS Budget related issues until it is mutually agreed that support will take over as primary contact. Normally this occurs within 90 days, and after this period, a hand-off is made from your implementer to our Professional Services staff who will be responsible for seeing to your longer-term support needs.

For additional detail, please see item 1, ATCH #1 and item 6 in attachments.

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

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

3 CONTRACTOR’S KEY PERSONNEL

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

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

CONTRACTOR's Team and Key Personnel are as follows:

Alicia Holloway – Director of Professional Services

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.

3.4 Standards of Performance. CONTRACTOR 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. CONTRACTOR 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.

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 two years after the completion of the Contract.

5.2 **Property of CITY.** Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of CITY shall be owned by CONTRACTOR. CONTRACTOR hereby grants CITY a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable CITY to make reasonable use of the Deliverables and the Professional Services. SAAS IP and Documentation. CITY acknowledges that, as between CITY and CONTRACTOR, CONTRACTOR owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

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 Two Hundred and Sixty Three Thousand Two Hundred and Twenty five dollars ($263225) 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:

Euna Budget Framework – All Modules
-Operating License Seats - Unlimited
-Personnel Planning and Budgeting License Seats - Unlimited
-Capital License Seats - Unlimited
-Unlimited Read-only Licenses - Included
-Performance Measures - Included
-Allocations - Included
-Statistical Ledger - Included
-Open Book Transparency - Included
-Budget Book Studio, ACFR - Included
Euna Budget Year 1 Software Subscription (including software, maintenance, support, and hosting) $63,500.00

Professional Services (Per Statement of Work)
-Planning and Analysis - Included
-Installation - Included
-Data Load and Verify - Included
-Accounting Integration - Included
-Training - Included
-Project Management - Included
-Single Sign On - Included
-Automated Integrations to ERP: Tyler Munis
•Operating: Actuals Import, Budget Export, Amended Budget Export
•Capital: Actuals Import, Budget Export, Amended Budget Export - Included
Total Euna Professional Services (one-time fee) $66,950.00

ANNUAL FEES AMOUNT

Year 1 (SaaS and Professional Services) - $130,450.00
Year 2 (Includes 3% increase) - $65,405.00
Year 3 (Includes 3% increase) - $67,367.15

TOTAL 3 YEAR CONTRACT $263,222.15
See item 4, Cost Proposal for additional detail.

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

“CONTRACTOR shall indemnify, defend, and hold harmless CITY and its agents, officers, directors and employees (“CITY Parties”) from and against any and all losses, damages, liabilities, costs, including reasonable attorneys’ fees (”Losses”) incurred by CITY Parties resulting from any third-party claim, suit, action or proceeding (”Third Party Claim”) that the SaaS, Software or Hardware, or any use of the SaaS, Software or Hardware in accordance with this Agreement, infringes or misappropriates such third party’s intellectual property rights or for any Third Party Claim based on CONTRACTOR’s gross negligence or willful misconduct.”

10 INSURANCE

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

10.1.1 Workers’ Compensation and Employer’s Liability

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

10.1.2 Commercial General Liability

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

10.1.3 Commercial Automobile Liability

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

10.1.4 Professional Liability (Errors & Omissions)*

- $1,000,000.00 per occurrence

10.1.5 Cyber Liability*

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

(Subject to change based on proposal)

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, 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 (E&O) liability coverage or Cyber 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.

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 may terminate this Agreement without cause by giving thirty (30) days advance written notice to CONTRACTOR of its election to terminate this Agreement pursuant to this provision. In the event of such termination, City agrees to pay a “SaaS Recovery Amount” equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form.

12 TERMINATION FOR CAUSE

If either CITY or CONTRACTOR determines that the other party has failed to supply an adequate working force, failed to provide services of proper quality, or has otherwise failed to satisfactorily perform the services specified in this Contract, the non-defaulting party shall provide written notice specifying the defaults to be remedied within thirty (30) days. Such notice shall set forth the basis for the dissatisfaction and may suggest corrective measures. If the defaulting party fails to implement appropriate corrective measures within thirty (30) days after receipt of such notice, the non-defaulting party may elect to terminate this Contract in whole or in part for cause.

12.1 In the event this Contract is terminated in whole or in part for cause, the non-defaulting party may pursue any remedies available at law or in equity. If CITY is the non-defaulting party, CITY may procure services similar to those terminated upon such terms and in such manner as it deems appropriate.

12.2 Upon termination for cause, CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, and other materials prepared under this Contract within fifteen (15) working days after notice of termination. CONTRACTOR shall be compensated for services satisfactorily performed through the effective date of termination, based on the applicable compensation provisions of this Contract.

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

Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of CITY shall be owned by CONTRACTOR. CONTRACTOR hereby grants CITY a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a nonexclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable CITY to make reasonable use of the Deliverables and the Professional Services. SAAS IP and Documentation. CITY acknowledges that, as between CITY and CONTRACTOR, CONTRACTOR owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

15 DELEGATION AND ASSIGNMENT

Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve CITY of any of its obligations under this Agreement. Notwithstanding the foregoing, CONTRACTOR may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of CONTRACTOR’s assets without CITY’s consent.

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.

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.

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
Interim City Manager
Janelle Samson
Feb 25, 2026, 11:32 AM PST

EUNA SOLUTIONS, INC:

Daryl Smith
Feb 25, 2026, 3:50 PM AST

DARYL SMITH
Sales Director

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

ADDRESS FOR NOTICE:
EUNA SOLUTIONS, INC
1155 Perimeter Center West, Suite 500
Sandy Springs, GA 30338

APPROVE AS TO FORM:

Alenandra Severino
City Attorney

ATTEST:

Rochelle Scott
City Clerk

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

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

Record of Signing

For	jsamson@cityofpalmdaleca.gov
Name	Janelle Samson
Title	



Signed on Feb 25, 2026 11:32 AM PST

Secured by Concord™
DocumentID: 032YH1qddbqfaq1XTPEM1r
SigningID: 032YH1qRYBN49WHV2ouvKt
UTC Signing time: 2026-02-25 19:32:46 UTC
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdaleca.gov

For	Euna Solutions
Name	Daryl Smith
Title	Director of Sales



Signed on Feb 25, 2026 3:50 PM AST

Secured by Concord™
DocumentID: 032YH1qddbqfaq1XTPEM1r
SigningID: 032YHT5dXurCNtNZvTfWav
UTC Signing time: 2026-02-25 19:50:40 UTC
IP Address: 129.222.49.31
Email: daryl.smith@eunasolutions.com

concord™
Where agreements happen.

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

PALMDALE

NOTICE OF REQUEST FOR PROPOSALS
RFP NO. 26-001-1500
BUDGET MANAGEMENT AND PUBLISHING SOFTWARE

PUBLISH DATES	November 18, 2025
SOLICITATION NUMBER	RFP 26-001-1500
SOLICITATION RELEASE	November 18, 2025
Q&A DEADLINE	December 4, 2025 at 5:00 pm PST
BID DUE DATE	December 18, 2025 at 2:00 pm PST

NOTICE IS HEREBY GIVEN the City of Palmdale ("City") will receive electronic bids for the **City of Palmdale RFP No. 26-001-1500, Budget Management and Publishing Software** no later than **December 18, 2025, at 2:00 PM (PST)**. The electronic bids shall be submitted through the City's electronic bid management system (PlanetBids **PB™)**. It is the responsibility of the Bidder to submit their bid with enough time to be received by PlanetBids **(PB™)** prior to the bid opening date and time. Allow time for technical difficulties, uploading, and unexpected delays. The receiving deadline is absolute and late or incomplete bids will not be accepted. The electronic bid management system will not accept late bids.

Respondents must be registered as a Vendor with the City of Palmdale to access all solicitation documents related to this Request for Proposal (RFP). As a registered vendor within the City's vendor database, you will be automatically notified of Q & A alerts, updates, and addenda. The **Vendor Portal Menu** is the entry to the Registration/Vendor Profile and Bid Opportunities modules. Registration is free and immediate.

All questions, inquiries and comments regarding this solicitation must be submitted to City via the PlanetBids **(PB™)** online system no later than **December 4, 2025, at 5:00 PM (PST)** by the electronic clock in the bid management system at www.cityofpalmdale.org using the "**Questions and Answer" tab. Answers provided by the City will be answered using the PlanetBids (PB™) online system.**

Respondents are responsible for obtaining the solicitation and any attachments from the City's PlanetBids (PB™) online system at www.cityofpalmdale.org. It shall be the sole responsibility of the prospective bidder to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. By submitting a bid proposal, the prospective bidder shall be deemed to have received all addendums and to have incorporated them into its bid proposal. All such addenda shall become a part of the resulting contract and all prospective bidders shall be bound by such addenda whether-or-not received by the Bidder.

TABLE OF CONTENTS

PAGE
NOTICE – REQUEST FOR PROPOSALS.....1
Section 1 – Purpose of the RFP 3
Section 2 – Contract Duration..... 4
Section 3 – Scope of Services/Work 4
Section 4 – Respondents' Mandatory Administrative Requirements and Qualifications 5
Section 5 – Submit Proposal Response in Prescribed Format and Content 7
Section 6 – Selection Criteria & Award Process..... 9
Section 7 - Standard Contract Terms and Conditions..... 12

Attachment A – Exhibit Forms
- Exhibit A:..... Notice of "No Proposal Submittal" (if applicable)
- Exhibit B:.....Respondent Signature / Cover Page
- Exhibit C:.....Form W-9 Taxpayer Identification Number and Certification
- Exhibit D:..... Affidavit of Non-Collusion and Non-Discrimination
- Exhibit E:.....Certification of Insurability
(Also, see Section 10 in the sample Attachment B – *Sample Contract for Services*)
- Exhibit F:..... Bidder Disclosure Statements
- Exhibit G:.....Client References
- Exhibit H:..... Deviations and/or Exceptions Form
- Exhibit I:..... Iran Contracting Act Verification
- Exhibit J:.....Cost Proposal

Attachment B – Sample Contract for Services

Section 1 – Background and Purpose of the RFP

The City is seeking competitive proposals from experienced and qualified firms to provide and implement a cloud-based budget document publishing and financial reporting software system. The goal of this Request for Proposal (RFP) is to improve the efficiency, accuracy, and accessibility of the City's budgeting, capital planning, and budget book production processes through automation, integration, and ease of use.

The desired software solution will:

- Automate the preparation and publication of the City's annual Recommended Budget Book, and Adopted Budget Book, reducing manual effort and improving accuracy and consistency.
- Streamline the budget development and publishing process across all City departments and funds, allowing multiple users to collaborate in real time while maintaining centralized, consistent data.
- Integrate seamlessly with the City's existing financial system (Tyler Munis) and other common tools (e.g., Microsoft Excel, Word, and PowerPoint) to ensure data integrity and eliminate redundant data entry.
- Enhance team collaboration and communication by providing secure, role-based access for staff, managers, and administrators to input, review, and approve budget data.
- Simplify budget book production, supporting both printed and online interactive versions that are professional, user-friendly, and visually consistent.
- Support additional functionalities, such as personnel budgeting, labor cost modeling, or production of a Popular Annual Financial Report (PAFR), should the City choose to use these features.
- Meet established standards for the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award Program and comply with Americans with Disabilities Act (ADA) accessibility requirements for all published documents.
- Improve accessibility and transparency for both internal users and the public by producing clear, easy-to-understand budget documents that serve as policy documents, financial plans, operational guides, and communication tools.

The software must feature an intuitive, browser-based interface that requires minimal technical expertise, enabling seamless updates, automated formatting, and consistent presentation without the need for programming or graphic design experience.

City of Palmdale Background

The City of Palmdale (City) is a charter city incorporated in 1962 that is governed by a five-member council whose members are elected by district. The City operates under a Council/City Manager form of government. It has experienced phenomenal growth, from 2.1 square miles with 26,000 residents in 1962 to 104.59 square miles and 167,000 residents today. Palmdale is ideally located in the high desert of the Antelope Valley in Los Angeles County, 60 miles north of downtown Los Angeles. It is bounded by the City of Lancaster to the north, Quartz Hill and Leona Valley to the west, Lake Los Angeles and Littlerock to the east, and Acton to the south.

Palmdale has a desert landscape with a seasonal climate, open space, and plenty of room to breathe fresh air. The people who live and work in Palmdale find a sense of place; the City has a young population with residents looking to buy property, raise families, and work near home. Palmdale has some of the most

affordable housing in Southern California and is family-friendly with many opportunities to work, shop, and play. It is home to cutting-edge technology in aerospace and manufacturing, and the City has positioned itself for growth and is ready to support new industry. Residents and visitors can enjoy activities such as the beach, mountains, hiking trails, amusement parks, historic and natural history sites, theatres and museums, professional and amateur sporting events, all within a 100-mile radius.

Section 2 – Timeline and Contract

RFP ACTIVITY	DATE & TIME
PUBLISH DATES	November 18, 2025
SOLICITATION NUMBER	RFP 26-001-1500
SOLICITATION RELEASE	November 18, 2025
Q&A DEADLINE	December 4, 2025, at 5:00 pm PST
BID DUE DATE	December 18, 2025, at 2:00 pm PST

Award shall be made to the Respondent(s) deemed most advantageous to the City based upon the listed evaluation criteria specified herein and proposed project timeline. The City reserves the right to award a contract to multiple vendors or a single vendor, or to make no award, whichever is in the best interest of the City.

The selected Respondent(s) will enter in to a three (3) year contract with the City with the option to extend for two (2) additional one (1) year terms.

The City will have the right and option to terminate the contract upon thirty (30) days written notice. Award shall be made to the Respondent(s) deemed most advantageous to the City based upon the listed evaluation criteria specified herein. The right is also reserved by the City to reject any and all offers. City reserves the right to increase or decrease contract scope of services as determined to be in the City's best interest.

Section 3 - Scope of Services/Work

The City is seeking proposals from experienced and qualified firms to provide and implement a cloud-based budget document publishing and financial reporting software system. The goal of this Request for Proposal (RFP) is to improve the efficiency, accuracy, and accessibility of the City's budgeting, capital planning, and budget book production processes through automation, integration, and ease of use.

NOTE: (Section 3 Scope of Services/Work will be incorporated into the resulting contract).

A. Introduction and Objectives

The City of Palmdale ("the City") seeks qualified vendors to provide, configure, implement, and support a comprehensive, cloud-based budget book publishing and financial reporting software system. The system must enable efficient production of the City's annual Recommended Budget Book, and Adopted Budget Book, as well as support long-term budgeting, forecasting, and public transparency initiatives. The proposed solution should:

- Streamline the creation of GFOA award-qualifying budget documents (both printed and digital);
- Integrate seamlessly with the City's existing Tyler Munis ERP system and Microsoft Office applications;
- Support collaborative, concurrent editing by multiple users with defined role-based security;
- Provide automated publishing tools for ADA-compliant, interactive online and print-ready documents;
- Offer an intuitive, user-friendly interface requiring minimal technical expertise;
- Include comprehensive implementation, training, maintenance, and support services.

B. General Requirements

The Vendor's software must, at a minimum, provide the following capabilities:

- **Platform and Accessibility**
  - Fully cloud-hosted, web-based solution accessible via modern browsers (Chrome, Edge).
  - Support for multiple concurrent users.
  - Dedicated test and production environments.
  - Compliance with ADA and Section 508 accessibility standards (PDF/Universal Accessibility International Standard 14289-1:2014).
  - Public-facing portal for publishing budget information online with City branding (logos, colors, styles).

- **Integration**
  - Tyler Munis Integration: Seamless, automated data exchange and synchronization of financial data, account structures, and hierarchies.
  - Microsoft Office Integration: Compatibility with Word, Excel, and PowerPoint for data import/export.
  - API Support: Ability to integrate with other third-party applications as needed.

- **Administration**
  - Role-based security and access controls with Active Directory or equivalent authentication support.
  - Administrative tools to lock and unlock budget phases, user sessions, or sections.
  - Full audit trail capturing edits, comments, and approvals with timestamps.

- **Security and Compliance Requirements**
  - Vendors must address how their proposed solution meets the following security, compliance, and data protection standards:
  - Protection of Sensitive Data
  - The software must support methods to protect Criminal Justice Information (CJI), Protected Health Information (PHI), Personally Identifiable Information (PII), third-party proprietary data, and comply with HIPAA regulations.
  - Please describe how these protections are implemented and maintained within your solution.
  - Ongoing Vendor Support
  - The vendor must provide active, continuous support for all components of the solution.
  - Please confirm your support model and escalation processes.
  - Role-Based Access Control (RBAC)

- The software must allow administrators to assign user roles that govern access to specific features and data within the system.
- Please describe the RBAC functionality and how permissions are configured and managed.
- Data Encryption
- All data must be encrypted both in transit and at rest using encryption standards that are FIPS 140-2 compliant, with 128-bit encryption or greater.
- Please confirm compliance and provide details of the encryption methods used.
- Third-Party Security Assessment
- A formal third-party security assessment must have been conducted on the solution.
- Please describe the scope, level, and results of these assessments, including any certifications or findings.
- If the vendor must transmit data to the City at any point during the project, all transfers shall be conducted through a secure file transfer solution approved by the City.
- Incident Response Capability
- The software must include a defined incident response mechanism for detecting, reporting, and managing security breaches or vulnerabilities.
- Please describe your incident response process, including timelines and escalation procedures.
- Data Isolation
- Customer data must be logically or physically separated from data belonging to other clients.
- Please describe your approach to data isolation and how multi-tenancy is securely managed.

- **Usability**
  - Clean, intuitive, and user-friendly interface for all user types (staff, administrators, public).
  - Built-in online help resources, tutorials, and user documentation.
  - WYSIWYG (What You See Is What You Get) and/or HTML/CSS editing for text and formatting.
  - Ability for City staff to easily manage workflows, permissions, and submission timelines without vendor assistance.

C. <u>Core Functional Requirements</u>

- **Budget Development and Management**
  - Support for operating, capital, and personnel budgeting.
  - Scenario planning and forecasting capabilities for multi-year financial analysis.
  - Ability to manage multiple budget versions ("what-if" scenarios) and restore snapshots.
  - Customizable workflow automation for review, scoring, ranking, and approval processes.
  - Forms-based data entry for departmental submissions with attachment and comment capabilities.
  - Support for defining budget timelines and automatic lockout of submissions based on date.

- **Data Handling and Reporting**
  - Import and export data in formats such as CSV, XLSX, and PDF.
  - Vendor must guarantee that all City data—including metadata, templates, documents, workflows, and custom configurations—will remain the sole property of the City.
  - Historical data support (minimum two years of actuals) and definable future years.
  - Automated summarization and rollup to executive-level dashboards and presentation summaries.

- Search and filtering by department, funding source, and request type.
- Audit trail reports for tracking data changes.

- **Visualization and Analytics**
  - Customizable dashboards for management and policymakers.
  - Built-in templates for tables, charts, and graphs that dynamically update with source data.
  - Automated generation of charts, tables, and summary pages.
  - Graphical analysis tools for financial performance and key performance indicators (KPIs).

D. Document Production Requirements

- **Budget Book Production (Recommended and Adopted)**
  - The system must enable production of both a Recommended Budget Book and Adopted Budget Book, each with the following features:
  - Fully integrated with Tyler Munis for real-time data updates.
  - Ability to produce both hard copy and online interactive versions.
  - Auto-generation of tables of contents, bookmarks, and hyperlinks.
  - Consistent formatting of text, fonts, colors, and headers across all sections.
  - Spell-check functionality and formatting lock-down options.
  - Version control with ability to identify who modified content and when.
  - Customizable templates and design elements (cover, typography, charts, and layout).
  - Inclusion of standard State and GFOA schedules (e.g., Schedules 1–15 for State compliance).
  - Ability to round figures, integrate narrative sections, and include multimedia elements.

E. Publishing and Accessibility

- Automated publishing to ADA-compliant PDFs and web-friendly formats.
- Ability to produce public-facing online budget and CIP portals.
- Embedded hyperlinks, bookmarks, and navigation tools.
- Fully accessible formatting compliant with federal accessibility standards.

F. Implementation, Training, and Support

- **Implementation and Configuration**
  - Project planning, configuration, and setup of the system.
  - Development of templates and style guides to match City's branding.
  - Data conversion and system integration testing.
  - Assistance in ensuring ADA compliance for final outputs.

- **Training**
  - Comprehensive end-user and administrator training.
  - Online and in-person training options.
  - Documentation, tutorials, and ongoing education resources.

- **Support and Maintenance**
  - Annual technical support and maintenance, including software updates.
  - Defined Service Level Agreements (SLAs) for uptime and response time.
  - Ad-hoc service hours for future enhancements (template redesigns, style updates, etc.).
  - Dedicated customer support resources for troubleshooting and issue resolution.

G. Deliverables

- Fully implemented, configured, and tested cloud-based budget publishing solution.
- Standard and custom budget templates.
- Published ADA-compliant Recommended and Adopted Budget Books.
- User manuals, configuration documentation, and training materials.
- Ongoing maintenance and technical support services.

H. Compliance and Reporting

- Compliance with all applicable GFOA, ADA, Section 508, and Government Code Section 7550 requirements.
- All deliverables shall include contract and subcontract disclosure information as required by law.
- The vendor shall ensure nondiscrimination and accessibility in all deliverables, reports, and digital content.

Section 4 - Respondents' Mandatory Administrative Requirements and Qualifications

This RFP, together with the successful Respondent's response, exhibits, written questions and clarifications, amendments or revisions signed by both parties and presented to the City and the City contract and/or purchase order, shall constitute the entire and final agreement between the City and the successful Respondent relating to the rights granted and the obligations assumed by the parties; and is the Contract when the City awards the Contract to the successful Respondent(s).

The Respondent must provide the following mandatory information. Failure to provide this information may cause your proposal to be deemed "non-responsive":

A. Business License

The awardee of the contract resulting from this Solicitation shall meet the City's Business License Tax requirements in accordance with Palmdale Municipal Code (PMC) Chapter 3.44. See the following link to *Application for Business License - Out of City Contractors*.

- https://cityofpalmdale.org/156/Business-License
- Respondents with a business location within or outside the City of Palmdale shall meet their local Business License Tax requirements. **A copy of the license must be submitted with the bid proposal response**. Business licenses must be made in the official name of the firm or the individual under which business is conducted (showing the official business addresses) and must be signed.

B. Other Licenses and Certifications

Respondent, at their own expense must secure any business or professional licenses, certifications, permits, or fees required by the City of Palmdale and other agencies and possess the capability and ability to provide all services listed herein. Respondent must list all and provide copies of applicable licenses with license numbers and certifications, where applicable.

C. Required Insurance

- ***No exceptions and/or deviations to insurance requirements allowed. (Non-negotiable)***
- The Respondent shall submit with their proposal response evidence of insurability at limits described in **Attachment B** – *Sample Contract for Services* and a copy of your current insurance coverages. Respondent shall submit Attachment A, **Exhibit E** - *Certification of Insurability* provided herein with their Offer to the City assuring compliance with the insurance requirements requested in this RFP and **Attachment B** – *Sample Contract for Services* (Section 10).
- Attached as **Attachment B** is a sample City of Palmdale *Contract for Services* agreement. This sample document may be used to form the resulting contract along with any other additional provisions the City determines to be appropriate.
- If a Respondent has a question as to their ability to provide the required coverage and to ensure compliance with this bid proposal document, Respondent should promptly forward the insurance requirements indicated in this RFP and the Sample Contract for Services to their insurance broker/agent prior to submitting a proposal response.

The cost of such insurance shall be borne by the successful Respondent.

Proof of Coverage

The successful proposer shall immediately furnish certificates of insurance to the City of Palmdale evidencing the insurance coverage, including endorsements for each separate policy, prior to the commencement of performance of service, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the CITY and successful proposer shall maintain such insurance from the time the awardee commences performance of services hereunder until the completion of such services.

If applicable to this RFP, to the extent that the Contractor subcontracts with any other entity or individual to perform all or part of the Contractor's Work, the Contractor shall require Subcontractors, prior to the commencement of the Work, to furnish evidence of equivalent insurance coverage that includes in all respects the same terms and conditions as set forth herein. In no event shall the failure to provide this proof, prior to the commencement of the Work, be deemed a waiver by the Contractor's or the Subcontractor's insurance obligations set forth herein.

After the CITY has drafted the contract it will be delivered via an online agreement system to the successful Respondent for signature. The respondent will have five (5) days to sign the contract document, provide certificate(s) of insurance, and if applicable, remit bonds via Surety2000, in accordance with the requirements identified in this RFP to be incorporated into the resulting contract.

D. References

Respondents must submit at least four (4) references on **Attachment A, Exhibit G** – *Client References* form provided within this RFP. References will be asked to complete a questionnaire and asked to return it to the Purchasing Division directly by a designated date and time. It is the Respondent's responsibility to ensure that Reference Contacts are willing to provide a reference. **Note: To expedite**

the evaluation process, the City requests accurate email and/or fax numbers are provided with company address on Attachment A, Exhibit G - *Client References* form**.** References will not be considered if information provided is missing, incomplete and/or inaccurate.

Section 5 - Submit Proposal Response in Prescribed Format and Content

A. Presentation

Proposals shall include all relative background and promotional materials. Presentations should be detailed and provide some examples of similar project successes. Appendices, as requested in this RFP, should provide information relevant to the proposal and not consist of the Proposer's general marketing materials.

B. Letter of Transmittal

The Letter of Transmittal shall be addressed to the Purchasing Division, and must, at a minimum, contain the following:

- The Bidder's name, address, e-mail, and telephone.
- The name, title or position, email and telephone number of the individual authorized to bind the Bidder's business contractually; this person must sign the cover letter. **An unsigned letter may cause the proposal to be rejected.**
- The name, title or position, email and telephone number of the primary contact and/or account administrator with whom the City is to communicate throughout the RFP process.
- A statement expressing the Bidder's willingness to perform the services as described in this RFP.
- A statement indicating that all forms, certificates, and compliance requirements included in this RFP are completed and duly submitted in the proposal response.
- Proposed working relationship between Proposer and subcontractors, if applicable.
- A statement of the effect that the proposal shall remain valid for a period of not less than one hundred twenty (120) days from the date of submittal.
- The cover letter must contain a statement that the Bidder acknowledges that all documents submitted pursuant to this RFP will become a matter of public record.

C. Organizational Structure, Qualifications, and Experience of Firm

- Provide a brief history of your firm and its operations. Include the year formed (corporation, partnership, sole proprietorship); number of employees, size, ownership structure, and any ownership changes that occurred during the past five (5) years.
- Provide the address of the office that would service this account. If you have other office locations, where are they located (address and telephone number), what are the primary functions performed with each office?
- Organizational structure, including parent/subsidiary relationships, if any.
- Provide details on the financial condition of your firm and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger), which may impede Proposer's ability to provide.
- Describe Firm's experience in performing like services of a similar nature for municipalities, other government agencies or similarly sized organizations or institutions.

- Highlight the participation in such work by the key personnel proposed for assignment to the services described in this RFP.

D. Proposed Staffing and Management Plan

This section of the proposal should establish the method that will be used by the Proposer to manage the proposed services offered, as well as identify key personnel assigned.

- Identify and provide biographies of your firm's senior leadership and the primary and back-up staff who would be assigned to this resulting Agreement. Biographies shall include the following information below:
  - Total years of relevant experience with the current firm.
  - Describe the commitment and ability of the management team to respond immediately to issues relating to the service(s) proposed. Proposer shall demonstrate how this requirement will be fulfilled and should indicate the percentage of time each key individual will be dedicated to our City of Palmdale project.
  - Include a statement that key personnel proposed will be available to perform the proposed services for the duration of the contract, on-site when requested by CITY, acknowledging that no person designated as "key" to the proposed service shall be removed or replaced without the prior written concurrence of CITY. In addition, CITY reserves the right to direct the Proposer to remove any individual, including Key Personnel, assigned to the resultant agreement.

E. Technical Proposal

This section of the proposal shall be specific, complete in all respects, and should establish the ability of the Proposer to satisfactorily perform **Budget Management and Publishing Software-** by reason of:

- Capabilities and capacity to perform services and implement system;
- Sample of prior work (202cost
- 4-2025 budget book)
- Experience in performing work of a similar nature and size;
- Expertise in the **Budget Management and Publishing Software** process;
- Record of meeting performance standards on similar projects; and
- Specific and clear timelines and tasks and goals to accomplish the project.
- Particular attention should be given to **Section 3 - Scope of Services/Work**, to ensure the Proposer's ability to fulfill all requirements is demonstrated in its submittal. Proposer must demonstrate that it (and other personnel or subcontractors that will be performing the work, if applicable) is/are qualified to perform the pertinent responsibilities described in **Section 3 - Scope of Services/Work**.

F. Cost Proposal

- The Respondent shall itemize all the costs associated with the project and shall include a total project cost to complete all the requirements as defined in the Scope of Services/Work in Section 3. The itemized total cost summary shall outline the all the costs such as, but not limited to, Project

Management, license(s), travel, report(s), and Hourly Labor Rate for each classification, along with estimated hours required to complete the project. (See Attachment A, Exhibit J)

- Firm shall be solely liable for compensation due to employees, adhere to all the minimum wage requirements and overtime guidelines. Proposer has considered the State of California mandate and provided a cost proposal accordingly to ensure the minimum wage requirement are met each year of the resultant contract.
- The Pricing shall be firm fixed price and shall include all costs in accordance with all contract requirements, including but not limited to fully burdened labor, payroll and other taxes, fringes, licenses and permits, insurance, workforce productivity, coordination, transportation, field overhead, general and administrative overhead, and profit. Respondent must list all applicable taxes in their offer. The City, when determining the lowest overall cost will not consider applicable taxes stated in the offer when evaluating cost proposals.
- Please include costs for future template redesigns (if necessary).

Section 6 – Selection Criteria & Award Process

Evaluation of the proposals will be based on a competitive selection process, in which the evaluation of proposals will not be limited to price alone. The capability of the Respondent to satisfy the City requirements identified in Scope of Services/Work and the experience of the Respondent and the person designated to lead/manage the project on behalf of the Respondent's firm in providing services of this type, size and scope will also be considered in the selection. This RFP has been structured to provide specific requirements which function as a standardized framework for the evaluation of a prospective Respondent's qualifications. The award selection is based upon consideration of a combination of technical and price factors to determine the offer deemed most advantageous and of best value to CITY.

The CITY reserves the right to reject any-and-all proposals. The evaluation committee will grade and score responsive proposals with the following criteria and weights: The competitive selection evaluation criteria are as follows:

Evaluation Criteria:

Criteria	Maximum Score
Proposed Staffing and Management Plan Section 5-D: Proposed Staffing and Management Plan	20 Points Maximum
Organizational Structure, Qualifications, and Experience of Firm Section 5-C: Organizational Structure, Qualifications, and Experience of Firm; including Attachment A – Exhibit G	30 Points Maximum
Technical Proposal Section 5-E: Technical Proposal	40 Points Maximum
Cost Proposal Section 5-F: Cost Proposal	10 Points Maximum
TOTAL POINTS MAXIMUM 100	

The City may contact and evaluate the Respondent's references; contact any Respondent to clarify any response; contact any current users of a Respondent's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent

to the evaluation process. The City shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of the City.

Best Value is the expected outcome, in the City's estimation, which provides the greatest overall benefit response to this RFP. If the committee determines it to be necessary, it may conduct interviews and negotiations with firms within the established competitive range.
CITY will notify proposers in advance of their scheduled interview date.
The interview may consist of a short presentation by the Proposer, after which CITY may ask questions and/or request for clarification related to any part of the firm's proposal and qualifications. CITY may also enter into negotiation with the Proposer.

At the conclusion of interviews, demonstrations, and negotiations, the evaluation committee may choose to proceed using one of the following processes:

- The committee may find it necessary to re-score the proposals considering information gained during the interviews, demonstrations, and/or negotiations process. The proposals will be scored in the same manner as the original proposals.
- The committee will score the interview through a separate process and the cumulative total of both the original evaluation criteria score, and interview score will be utilized.
- The committee may ask the Proposers to consider the dialog of negotiations and revise their proposals. A deadline will be set for submission of the revised proposals. If a Proposer is unable to meet the deadline or chooses not to revise its proposal, its existing proposal will be rescored along with revised proposals in the same manner as the original proposals. (Both Process A, Process B, and Process C may result in a new ranking and competitive range.)

PRIOR CITY WORK:

If your firm has prior experience working with the City, **DO NOT** assume this prior work is known to the evaluation committee. To be fair to all respondents, the evaluation process may consider only information that is included in the respondent's bid proposal. Therefore, all respondents must fully respond to the requirements of the RFP, regardless of their previous history with the City.

The City reserves the right to make an award to a Respondent whose proposal it judges to be the best value and most advantageous to the City based on the evaluation criteria, without conducting written or oral discussions with any Respondent and without soliciting BAFOs.

Contract Award

Any reference to the word "bid" contained in this RFP shall mean "proposal".

The award of a contract shall be made to the responsible vendor or firm whose proposal is determined to be the best evaluated offer, taking into consideration demonstrated competence, qualifications, and response to the Scope of Services and/or Work to perform the work and/or service solicited and specified criteria, local preference, etc. in accordance with City of Palmdale Ordinance 1398 in the RFP.

It is understood that the City reserves the right to accept or reject any and all proposals and to re-

solicit for proposals, as it shall deem to be in the best interests of the City. Receipt and consideration of any proposals shall under no circumstances obligate the City to accept any proposals.

The City reserves the right to award a contract to multiple Consultants or to a single Consultant, or to make no award, whichever is in the best interest of the City.

City Authorized Representative. After award of this contract, the Director of Operations, or his/her designee, shall be the City's authorized representative in all matters pertaining to the administration of the terms and conditions of the resulting contract and to whom all notices must be sent. The successful Respondent's contract manager shall be responsible for coordinating all matters pertaining to the resultant contract with the City's Director of Operations and/or designee.

Section 7 – General Terms and Conditions & Instructions

A. No Contact Policy

- The City has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate and, where necessary, request any clarification prior to submission of a proposal. **Respondents are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City's Purchasing Division will provide all official communication concerning this RFP. Any City response relevant to this RFP other than through or approved by City's Purchasing Division is unauthorized and will be considered invalid.
- After release of this Solicitation, no officer, employee, agent, or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's Firms, or directly or indirectly through others, seek to influence any City Council members, City staff, or City's Firms regarding any matters pertaining to this Solicitation, except as herein provided. Respondents are specifically directed not to contact any other City personnel for meetings, conferences or technical discussions related to this Request for Proposals. Failure to adhere to this policy may be grounds for rejection of the Respondent's proposal.

B. Solicitation Questions, Answers and Addenda

Respondents are responsible for obtaining the solicitation and any attachments from the City's PlanetBids (PB™) online system at www.cityofpalmdale.org. It shall be the sole responsibility of the Respondent to verify issuance of any City responses to questions and addenda and to check all avenues of document availability prior to the proposal due date and time. By submitting a proposal, the Respondent shall be deemed to have received all City responses to questions and/or addendums, if applicable, and to have incorporated them into its proposal. All such City responses and addenda shall become a part of the resulting contract and all Respondents shall be bound by such City responses and addenda whether or not received by the Respondent.

C. Proposal Submission

- Proposal responses shall be submitted electronically through the City's bid management system, PlanetBids (PB™) online system. Unless specified in the RFP, no other method of submitting

proposals will be accepted. Respondents may not submit proposals by fax, email, or telephone; any proposal received through any means other than those specified will be returned unopened.

- Respondents are solely responsible for the "on time" submission of their electronic Proposal response. The City will only consider Proposal responses that have transmitted successfully and have been issued a confirmation number with at time stamp from the City's bid management system indicating that the proposal response was submitted successfully.
- Respondents experiencing any technical difficulties with the Proposal response submission process may contact the City's bid management system Support at (818) 992-1771 or email support@planetbids.com.
- An Offer may be withdrawn any time before the solicitation due date and time. The signer of the proposal, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before this deadline. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided by applicable law.
- Omissions**.** At the time of the opening of proposals each Respondent will be presumed to have read and to be thoroughly familiar with the requirements of the RFP. The failure or omission of any Respondent to examine any form, instrument or contract document shall in no way relieve any Respondent from any obligation in respect to their proposal.

D. Proposals from Related Parties/Multiple Proposals Received from One Respondent

When two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) Respondent, for any contract, such proposals shall be judged non-responsive and will not be considered. Related parties mean Respondents or the principles thereof, which have a direct or indirect ownership interest in another company for the same contract or in which a parent company or the principles thereof of one (1) company have a direct or indirect ownership interest in another company for the same contract.

E. Expenses Incurred

The City shall in no event be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.

F. California Public Records Act

Proposals received will become the property of the City. All proposals, tabulations, if applicable, and any subsequent contracts will be subject to public disclosure per the "California Public Records Act," California Government Code, sections 6250 – 6270, once the City has awarded the contract resulting from this solicitation. The City reserves the right to make use of any information or ideas in the proposals submitted.

- Regardless of any identification otherwise, including marking some or all pages as "confidential" or "proprietary," information in proposals shall become a part of the public record and subject to disclosure without any further notice to the Respondent. The City shall not in any way be liable or responsible for the disclosure of any such records. Procedure to Protect Disclosure of Trade Secrets or Proprietary Information - In order for trade secrets or proprietary information to be

protected from disclosure, the vendor must comply with the following procedure:

- Protection must be timely invoked - The vendor must invoke the protections of this section prior to or upon submission of the data or other materials to the City and must designate the data or other materials to be protected and state the reasons why protection is necessary.
- Designation must be valid - If a vendor identifies all materials as a trade secret or as proprietary information, the procuring department or Purchasing Division may contact the vendor and request that the vendor further explain in writing why all of the materials are, in fact, trade secrets or proprietary information.

G. Exceptions to Solicitation and/or Contract for Services Provisions

Any exceptions to the specifications and requirements stated in this RFP and/or terms and provisions of the *Sample Contract for Services* (**Attachment B**) shall be clearly identified including the specific objection(s) and/or exceptions on the City provided *Deviations and/or Exceptions Form* **(Attachment A, Exhibit H***)*.

- Proposals including supplemental terms and conditions will be considered, but supplemental conditions that conflict with those contained in this RFP, or that diminish the City's rights under any contract resulting from the RFP, will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:
  - If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
  - If the City's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.
    - Failure to list an exception or objection shall preclude a request for changes to the Contract. The proposed form of contract is included as a part of this Solicitation. In your Offer you must include a statement that you have reviewed the contract and list any objections to them. Any objections to the form contract will be considered and included in CITY's evaluation of your offer. If you fail to list any objections to the form of contract, you will not be allowed to raise any objections later if you are selected for award. An offer that takes exception to a material requirement of any part of the Solicitation or Contract may be rejected as non-responsive.

H. Protest

Per Palmdale Municipal Code 3.08.180 Bid protest procedures/public works construction bids
All protests regarding a solicitation must be submitted in writing to the City's Project Manager listed in the solicitation materials. This includes all protests relating to advertising of the notice inviting bids, deadlines, and bid proposal opening, as well as any protest relating to alleged improprieties with the solicitation process. To be considered valid, the protest must be submitted on contractor letterhead, and (1) specify the grounds upon which the protest is based and (2) come from a respondent for the award of a contract who claims to be the lowest responsive bidder. A protest will not be considered valid if filed by a bidder who cannot show they would be awarded the contract if their protest were accepted.

- Respondents who have submitted a bid proposal are permitted to challenge the City's intent to award a contract. A Respondent shall have five (5) calendar days after the issuance of the Intent to Award to file a protest. All protest regarding the solicitation process must be submitted in writing to the City of Palmdale Purchasing Division. This includes all protests relating to advertising of invitation to bid notices, deadlines, bid proposal opening, as well as any protest relating to alleged improprieties with the solicitation process. The protest must specify the grounds upon which the protest is based. A valid protest must (1) come from an actual respondent for the contract, and (2) who claim to be the rightful awardee. That is, protest is not valid if filed by a respondent who cannot show they would be awarded the contract if their protest were accepted. No protest shall lie to challenge the terms and conditions of the request for proposals. No protest shall lie for a claim that the selected Respondent is not a responsible Bidder.
    - FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST. City of Palmdale is aware of the time and effort you expend in preparing and submitting bids to City of Palmdale. Please let us know of any bid requirement causing you difficulty in responding to our Invitation for Bid. We want to facilitate your participation so that all responsible vendors can compete for City of Palmdale business. Awards should be made approximately two to four weeks after the opening date. Except as otherwise provided herein, the Purchasing Division shall reject any protest that is either untimely received or fails to state the basis for the protest and the relief sought. However, the Purchasing Division may, in its discretion, consider any protest that is untimely, and may grant any remedy if the protest is determined to be meritorious and the remedy granted is determined to be in the best interests of the City.

      A protest must include:
        - The name, address, and telephone number of the protester.
        - The signature of the protester or its representative.
        - Identification of the project and the solicitation or contract number.
        - A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
        - The form of relief requested.
            - The Purchasing Division shall issue a response to the protest within ten (10) calendar days after receipt of the protest. The response shall be in writing and shall state the reasons for either denying or upholding the protest. The decision of the Purchasing Division shall be final unless the protesting vendor appeals within three (3) business days of receipt of the response.

I. Debarment Disclosure

If the firm, business, or person submitting this bid proposal has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall fully explain the circumstances relating to the preclusion or proposed preclusion in the offer. The Respondent shall include a letter with its offer setting forth the name and address of the governmental entity, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. See **Attachment A, Exhibit F** – *Bidder*

Disclosure Statements.

J. Non-Collusion and Non-Discrimination

The Respondent did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
The Respondent does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state, and local laws and executive orders regarding employment.

K. Offer Acceptance Period

All bid proposals shall remain open for 120 days after the day of the opening of bid proposals, but the City may, at its sole discretion, release any Respondent and return the security (as applicable) prior to that date. No Respondent may withdraw his/her offer during this period without written permission to the City. Should any Respondent refuse to enter into a contract, under the terms and conditions of the procurement, the City may retain the security (as applicable), not as a penalty, but as liquidated damages.

L. Proposal Ambiguity

Any ambiguity in the proposal because of omission, error, and lack of clarity or non-compliance by the Respondent with the specifications, instructions, and all conditions of proposing shall be construed in the favor of the City.

M. Right to Negotiate and/or Reject Proposal

This RFP does not commit the City to enter-into a contract, nor does it obligate the City to pay for any costs incurred in preparation and submission of proposals or in anticipation of a contract. The City may:

- Make the selection based on its sole discretion.
- Reject submissions which, in the sole judgment of CITY, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information or contain errors. Conditional proposals will not be considered.
- Make the selection based on its sole discretion.
- Reject any-and-all proposals.
- Issue subsequent Request for Proposals.
- Postpone opening proposals for its own convenience.
- Remedy errors in the Request for Proposals process.
- Negotiate with any, all, or none of the Respondents.
- Accept other than the lowest offer.
- Waive informalities and irregularities in the proposals; and/or
- Enter into an agreement with another Respondent in the event the originally selected Respondent defaults or fails to execute an agreement with the City.

Respondents will not be reimbursed for any cost associated with the preparation of their proposal for the Plan. Upon submittal, all documents will become the property of the City of Palmdale, and as such, shall be public information. Proposals and attachments will not be returned to proposing firms. The City of Palmdale reserves the right to reject any or all requests for proposals to waive technicalities or informalities, and to accept any request for proposal deemed to be in the best interest of the City.

N. <u>Debrief and Evaluation</u>

After award of contract, the awardee's performance is noted throughout the contract. It is the intent of the City to have a debrief for both the City and the awardee along with an evaluation of the project. Categories to be evaluated include but are not limited to; meeting timelines, staying in budget, quality of work, safety practices, flexibility, etc.



Euna Solutions, Inc. response to:

City of Palmdale

RFP No. 26-001-1500

Budget Management and Publishing Software

December 18, 2025

Table of Contents

Transmittal Letter 3
Executive Summary 5
Organization Structure, Qualifications, and Experience 6
Company Story 6
Organizational Structure 7
Financial Condition and Stability 8
Primary Office Location and Additional Offices 8
Client Success Stories 9
Staffing and Management Plan 10
Implementation Plan 15
Phase 1 - Analysis and Project Management 16
Phase 2 – Implementation 17
Technical Proposal 20
Experience in Performing Work of Similar Nature and Size 21
Expertise in Budget Management and Publishing Software 21
Record of meeting performance standards on similar projects 22
Timelines, Tasks, and Goals 22
Section 3 - Scope of Services/Work 23
Product Overview 37
Euna Budget Professional 37
Operating Budget Module 37
Capital Budgeting module 39
Personnel Budgeting Module 40
Forecasting features 43
OpenBook Transparency & Visualization Module 44
Euna Budget Book Studio 46
Appendix A – Forms 49

Transmittal Letter

To: Purchasing Division

City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550

Re: Response to RFP # 26-001-1500 – Budget Management and Publishing Software

Dear Purchasing Division,

Euna Solutions Inc. is pleased to submit our response to the City of Palmdale's Request for Proposal NO. 26-001-1500 for Budget Management and Publishing Software. We welcome the opportunity to partner with your organization to deliver an advanced budgeting solution that aligns with your operational objectives and enhances decision-making, transparency, and efficiency.

Company Information:

- **Legal Name:** Euna Solutions Inc.
- **Address:** 1155 Perimeter Center West, Suite 500, Sandy Springs, GA 30338
- **Phone:** 1-844-226-3862
- **Website:** www.eunasolutions.com

Primary Contact for the RFP Process:

- **Name:** Carlos Perez
- **Title:** Senior Account Executive
- **Phone:** (844) 226-3862 ext. 229
- **Email:** Carlos.Perez@eunasolutions.com

We affirm our willingness and ability to perform the services described in the RFP. Euna acknowledges that all forms, certificates, and compliance requirements included in the RFP have been completed and submitted with our proposal.

Euna Solutions does not intend to utilize subcontractors for the delivery of the proposed solution. Should any subcontractor relationships be necessary in future phases, we will disclose and manage tin alignment with the City of Palmdale's terms.

We acknowledge and accept that all documents submitted in response to this RFP will become a matter of public record.

Euna Solutions agrees that this proposal, including pricing, shall remain valid and irrevocable for a period of no less than one hundred twenty (120) days from the date of submission.

Thank you for the opportunity to present our capabilities. We look forward to the potential of working together to implement a solution that will provide lasting value the City of Palmdale.

Sincerely,

Andrew Stolz
Vice President of Sales
Andrew.Stolz@eunasolutions.com

Executive Summary

Euna Solutions is pleased to submit this proposal in response to the City of Palmdale's RFP No. 26-001-1500 for Budget Management and Publishing Software. Our cloud-based, SaaS platform, **Euna Budget** is purpose-built to address the multifaceted budgeting and transparency needs of public sector entities. With over 27 years of experience and a client base exceeding 3,400 government organizations across North America, Euna Solutions is uniquely positioned to deliver a transformative, efficient, and compliant solution tailored to the City's operational goals.

Euna Budget provides an integrated suite of modules, **Operating**, **Personnel**, and **Capital Budgeting**, along with **Budget Book Studio** and **OpenBook** to enable holistic financial planning, collaborative budget development, and automated production of GFOA- and ADA-compliant digital and printed budget documents. Our solution can seamlessly integrate with the City's existing Tyler Munis ERP ensuring a smooth transition and minimal disruption to existing workflows.

Key features that align with the City of Palmdale's objectives include:

- **Role-based collaborative budgeting** with automated workflows, audit trails, and version control.
- **Real-time integration** with Tyler Munis and other systems for data synchronization and consistency.
- **ADA- and WCAG 2.0-compliant publishing tools** for budget books.
- **OpenBook transparency portal** to support public engagement and financial storytelling.
- **Scenario planning, forecasting, and performance budgeting** to support long-term financial sustainability.
- **Fully configurable system** designed for use and maintenance by non-technical City staff post-implementation.

Our proposed implementation approach combines PMBOK standards with agile methodologies, enabling a 12–16 week deployment led by a dedicated team including a Project Manager, training specialists, and integration experts. Post-go-live, the City will benefit from ongoing support through a Customer Success Manager and access to our EunaHelp knowledge base.

Euna Solutions' track record of successful implementations for cities such as Denver, Oceanside, Palo Alto, and Buffalo, along with transit agencies and county governments, demonstrates our capacity to deliver projects on time and to specification. We maintain a 97% client retention rate and a 100% successful integration history, underscoring our commitment to customer success.

We look forward to the opportunity to support the City of Palmdale in modernizing its budget development, publishing, and transparency capabilities with a scalable and future-ready solution.

Organization Structure, Qualifications, and Experience

Company Story

Euna Solutions, Inc. with its principal headquarters located in Sandy Springs, Georgia, offers SaaS solutions for the public sector in areas such as budget, procurement, grants, payments, and special education. Euna Budget (formerly Questica Budget) helps public sector teams streamline their budget processes through **intuitive, purpose-built software solutions**.

Prior to joining Euna, Questica had developed and delivered purpose-built software for public sector budgeting and planning since being founded in Oakville, Ontario in 1998. Our first customer, the City of Burlington, Ontario, is still a valued customer today. The feedback received over 27 years of public sector budgeting cycles has driven our product's continuous improvement.

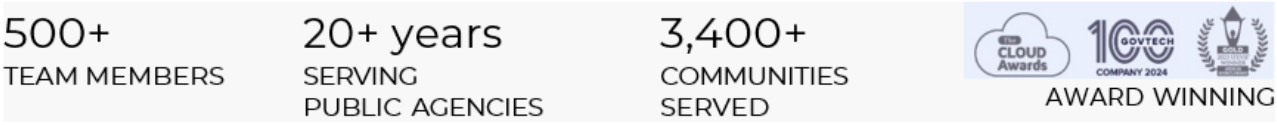
Established seven years ago, in 2018, GTY Technology Holdings, Inc (now doing business as Euna Solutions or 'Euna') has brought together best-in-class SaaS companies that deliver purpose-built solutions with a mission to streamline public sector workflow.

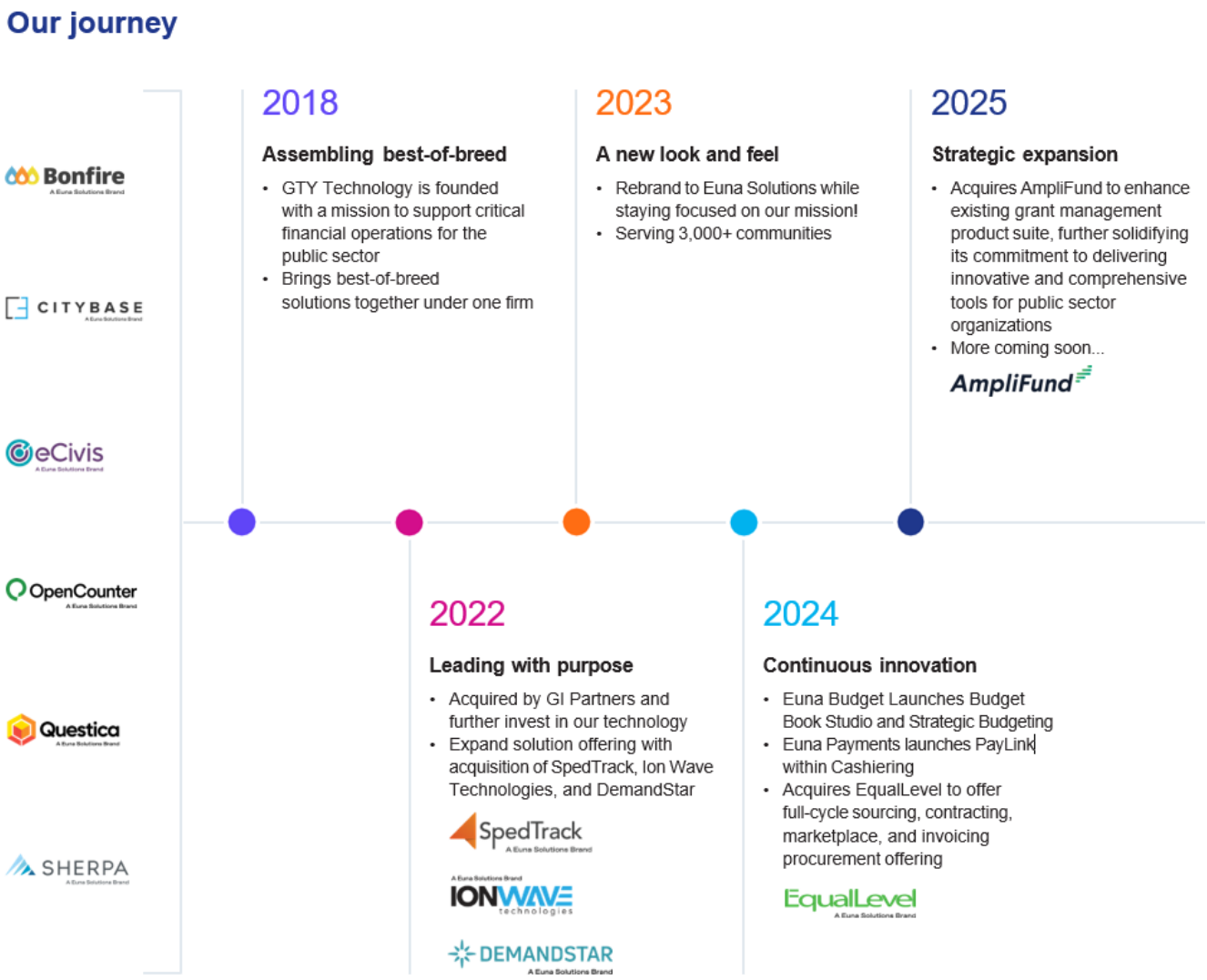
In 2023, Euna undertook a corporate-wide rebranding from GTY Technology.

Euna's budget solution continued iteration with the enhancement of Budget Book Studio and the launch of Strategic Budgeting. In 2024, Euna continued to expand its robust procurement offering with the acquisition of EqualLevel, now called Euna Marketplace.

In 2025, Euna acquired AmpliFund to strengthen its commitment to delivering best-in-class SaaS solutions for public sector grants management. By bringing AmpliFund into the Euna portfolio, we've improved our Grants offering's security, scalability, and configurability while broadening our deep expertise in grant lifecycle management.

Today Euna is a trusted partner to more than 3,400 government and public sector organization across North America, empowering digital transformation and streamlining business processes through a relationship-centered, service-focused approach. Furthermore, the team has expanded to over 500 passionate employees all dedicated to building trust and enabling transparency in communities. Euna's efforts were recognized and celebrated with a 2024 GovTech 100, a 2023 Stevie Award for Great Employers, and a 2023 Big Stratus Award for Cloud Computing, all further solidifying our company's sincere commitment to excellence.





Organizational Structure

Euna Solutions Inc. (Euna) is a privately held corporation formed in 2018 under the name GTY Technology Holdings Inc., which unified a collection of best-in-class SaaS companies focused on solving critical public sector challenges. In 2023, GTY Technology rebranded as Euna Solutions Inc., consolidating its product lines under a single brand and mission to build trust and enable transparency through purpose-built public sector technology.

Though the Euna corporate brand was established in 2018, some of its constituent businesses, including Euna Budget (formerly Questica, founded in 1998), have over 27 years of experience serving public sector entities across North America. Euna employs more than **600 professionals**, with over **130 team members dedicated specifically to Euna Budget**, making it North America's largest budgeting software expert team.

Euna Solutions operates as an independent software vendor with a unified product strategy. It is a private entity, not a subsidiary, and does not have parent-subsidiary dependencies beyond its

relationship with GI Partners. The company has fully integrated former brands under the Euna Solutions name, including:

- Questica and Sherpa Government Solutions (now **Euna Budget**)
- Bonfire, Ion Wave Technologies, EqualLevel and DemandStar (**now Euna Procurement**)
- eCivis and AmpliFund (now **Euna Grants**)
- CityBase (now **Euna Payments**)
- SpedTrack (now **Euna Special Education)**

Each product line operates under the Euna Solutions umbrella with shared leadership, engineering, support, and implementation teams.

Financial Condition and Stability

Euna Solutions is in strong financial condition, supported by GI Partners, a well-capitalized private equity firm with a long history of investing in mission-critical technology. GI Partners' backing underpins Euna's long-term growth and product innovation roadmap. Over the past five years, no ownership changes have occurred apart from the company's rebranding and strategic restructuring. There are no known bankruptcies, pending litigation, planned office closures, or mergers that would impact Euna's ability to deliver services to clients. Euna has earned multiple industry awards and has made significant investments in product innovation.

Primary Office Location and Additional Offices

Euna is headquartered out of **Sandy Springs**, **Georgia**.

- 1155 Perimeter Center West, Suite 500
  Sandy Springs, GA 30338

Our Canadian centre of excellence is located in Oakville, Ontario.

- 603 Michigan Drive, Unit 1
  Oakville, ON L6L 0G2

Client Success Stories

The following project case studies represent a cross-section of our recent implementations that highlight our expertise in public sector budgeting and budget book automation and publishing solutions.

CITY OF LARGO
READ CASE STUDY

Town of SOUTHAMPTON New York
READ CASE STUDY

CITY OF OCEANSIDE
READ CASE STUDY

DENVER THE MILE HIGH CITY
READ CASE STUDY

CITY OF PALO ALTO
READ CASE STUDY

CITY OF high point.
READ CASE STUDY

THE CITY OF Edmonton
READ CASE STUDY

RTC
READ CASE STUDY

Staffing and Management Plan

Euna Solutions is committed to providing immediate and effective responses to any issues related to the services proposed for the City of Palmdale. Our project management team is comprised of seasoned professionals with extensive experience in public sector budgeting software implementations, ensuring a proactive approach to problem-solving and client support. The dedicated project manager will serve as the primary point of contact, responsible for overseeing project delivery, schedule management, and budget adherence. This role also includes facilitating status meetings, managing risks and issues, and ensuring prompt escalation and resolution of any concerns that arise.

To fulfill this requirement, Euna Solutions will assign key individuals who have a proven track record of successfully managing complex projects for municipalities and agencies similar to the City of Palmdale. Each team member is selected based on their expertise and ability to respond quickly to project needs. Upon award of the contract, we will provide a detailed staffing plan that identifies each key individual and specifies their responsibilities to the City of Palmdale project. Other critical team members, such as technical leads and implementation specialists, will also be assigned significant portions of their time to ensure comprehensive support throughout the project lifecycle.

By leveraging the experience and commitment of our management team, Euna Solutions guarantees that all issues will be addressed promptly and efficiently, maintaining the highest standards of service and client satisfaction for the City of Palmdale.

Euna Solutions affirms that all key personnel proposed for the City of Palmdale project will be available to perform the required services for the entire duration of the contract and can be present on-site when requested by the City. We acknowledge that no individual designated as “key” to the proposed service will be removed or replaced without the City’s prior written consent. Furthermore, we recognize that the City reserves the right to direct Euna Solutions to remove any individual, including Key Personnel, assigned to the resultant agreement.

The project team identified below serves to highlight the various skills, knowledge, and expertise that members of our organization possess. The specific roles and team members assigned to this project will be identified and provided to the City upon award of contract, prior to project kick off.

Jeff Bowden

TEAM LEAD, PROFESSIONAL SERVICES

Industry Experience
28 years

Employed by Euna
5 Years

Jeff is a goal-oriented and dynamic professional with extensive experience in delivering superior software implementation and project management services to maximize customer productivity, accuracy, and decision-making. Adept at interpreting business process needs, providing expert advice and support, and executing multiple initiatives. Analytical individual with strong expertise in leading and coaching performance-driven teams to create excellent customer experience and grow long-term client relationships. Excellent project management and problem-solving skills; able to establish strong client connections based on responsiveness, credibility, and trust.

CLIENT LIST

Local Government	K-12/Higher Education	Not for Profit	Other
City of San Luis Obispo, CA	Edmonton Catholic School Board, AB	Riverside County Transportation Authority, CA	Government of Fiji
Eagle County, CO	Lous Riel School Division, MB	Rancho California Water District	Government of Grenada
Williamson County, TX		Massachusetts School Building Authority	Government of Saint Lucia
City of Amarillo, TX		Akron-Summit County Public Library, OH	
City of Meridian, ID		Critical Path Institute, AZ	
City of Tualatin, OR		Kansas City Transit, MO	
Metro Vancouver, BC			
City of Spruce Grove, AB			
City of Moose Jaw, SK			
Township of West Lincoln, ON			

SELECT PROFESSIONAL EXPERIENCE

Williamson County – Implementation Manager

This implementation required the migration of historical data and processes from Euna's legacy budget system, PowerPlan, to Euna Budget Professional. The County had many unique process requirements including automated unit cost budgeting, rigorous historical budget auditing and complex personnel cost calculations that were configured in the new system, with the ability to easily report and review data throughout the budget year. Integrations include actuals imports, budget exports and an HR data sync.

Edmonton Catholic District School Board (ECDSB) – Implementation Manager

The ECDSB required a unique school- and department-facing budget entry process that took advantage of Euna Budget Professional's security roles and configurable Dashboards to help school principals and department heads manage their budgets within defined funding thresholds at different points in the year. Scheduled import and export integrations with their financial system ensured real-time budget to actuals comparisons and a streamlined position costing process allowed school staff to add and adjust HR resources continuously. The ECDSB's distributed budget entry is fairly unique in the school board sector.

Massachusetts School Building Authority (MSBA) – Implementation Manager

The MSBA took advantage of Euna Budget Professional's project-centered budget module to input, track and forecast their significant investments over the budget cycle and into future years. The small budget staff benefitted from an automated workflow, budget comparisons and Board reporting both during budget preparation and to monitor throughout the year with integrations to/from their financial system. Staff were pleased with the quick access to current budget and actuals data, and comparisons to previous years, as well as incorporation of cash flow calculations to ensure timely use of investment assets.

EDUCATION & CERTIFICATIONS

Honors Bachelor of Arts, Political Science & English Major
Wilfrid Laurier University, Waterloo, Ontario

Chris Gulka

TEAM LEAD, PROFESSIONAL SERVICES

Industry Experience
30 years

Employed by Euna
10 Years

PMP certified IT project manager with over 30 years of experience in the IT industry. Excellent interpersonal communication skills
supported by planning, organization, and problem-solving abilities ensure on-time on-budget delivery of large and small projects. Effectively leads internal or external matrix and cross-organization teams. Able to remain calm and focused in challenging and fast-paced environments.

Local Government
City of Thousand Oaks
City of Sedona
City of Knoxville
City and County of Denver
City of Brampton

K-12/Higher Education
California State University
Seattle Public Schools
Halton District School Board
Thames Valley District School Board
Sheridan College
Humber College

Other
Ontario Northland
Wellington Healthcare Authority

SELECT PROFESSIONAL EXPERIENCE

California State University
Chris led the program implementing Euna Budget across various universities in the system. He worked with each university to implement their unique business processes within a unified framework common to the entire system. He coordinated system wide initiatives such as upgrades and system enhancements.

Humber College
As a consultant Chris led the college through a detailed set business process improvement sessions to analyze their existing budgeting processes, determine their pain points or areas for improvement, and designed and implemented their future state processes, taking advantage of new functionality offered by Euna Budget.

City of Knoxville
Chris managed the implementation of Euna Budget at the city including transition of data from their legacy systems, business process analysis and improvement, integration and training.

Thames Valley District School Board
Utilizing the institutional knowledge gained from implementing Euna Budget at other school boards in Ontario, Chris led the adoption of the system at one of the largest school boards in Ontario. This included data migration, system integration, training and business process improvement.

Wellington Healthcare Authority
Chris used his product knowledge to implement staff planning functionality with the client, dramatically improving their efficiency in calculation complex budgeting scenarios specific to healthcare providers and others who require 24/7 staffing.

EDUCATION & CERTIFICATIONS

Bachelor of Mathematics – Business Information Systems
University of Waterloo, Waterloo, Ontario, Canada

Project Management Professional – Project Management Institute

Christina Holt

SENIOR LEARNING SPECIALIST

Industry Experience 19 years

Employed by Euna 5 Years

Christina is a learning and development professional with over 11 years of experience as a software trainer. In her extensive 19-year career, she has worked mostly in the Technology, Education and Finance industries, and has worked in GovTech for the last five and a half years.

Christina's areas of expertise include:
Online and in-person Customer Training | Instructional Design | Curriculum Development | Salesforce.com Administration |LMS and CMS Administration | Training Documentation and Content Creation| Software Training |Customer Retention, Marketing and Success Management | Instructional Design Frameworks (ADDIE, SAM)

CLIENT LIST

Local Government	K-12/Higher Education	Not for Profit	Other
Metropolitan Water Reclamation District of Greater Chicago	Douglas County School District	Calgary Zoo	Detroit Wayne Integrated Health Network
Superior Court of California - County of Kern (Kern Superior Court)	Brant Haldimand Norfolk Catholic District School Board	San Diego Rescue Mission	Northern Rivers Family of Health Services
Superior Court of California - County of San Diego (San Diego County Court)	Moravian Academy	The Walters Art Museum	San Bernardino Public Health
Superior Court of California - Santa Barbara (Santa Barbara County Court)	Iowa State University Foundation	Irvine Ranch Water District	
City of City of South Pasadena	West Point Association of Graduates	Visit Huntington Beach	
	Concordia University Chicago	Denver Botanic Gardens	
	University of Tulsa	The Movement for Black Lives	
	Merced Community College	Oregon Historical Society	
	California State University - Channel Islands	The Food Bank of Northern Nevada	
		YMCA San Antonio, Texas	

SELECT PROFESSIONAL EXPERIENCE

What the Learning and Adoption Team delivers

The Learning and Adoption Team provides a variety of training sessions and resources, including self-paced courses, documentation, and live training sessions. The following live sessions are delivered by the team.

Train the Trainer:

- Operating
- Personnel
- Capital
- Authored Reporting
- Administration

Train the User:

- Operating
- Personnel
- Capital

EDUCATION & CERTIFICATIONS

University of Winchester, Winchester, UK, MA (Hons.)
Contemporary English Literature

University of Westminster, London, UK, BA (Hons.)
English Literary and Cultural Studies

University of Victoria, Victoria, BC, Canada Diploma
Applied Linguistics (Specialization: Teaching English as a Second Language)

Michael Brown

MANAGER, CUSTOMER SUCCESS

Industry Experience
19 years

Employed by Euna
6 Years

Michael Brown currently leads a team of 6 Customer Success Managers in the special verticals space, while also managing a personal portfolio of 110 customers and overseeing a $1.2 million book of business. In his role, he balances strategic leadership with hands-on customer engagement. Providing coaching, support, and performance oversight to his team to ensure that he delivers exceptional customer experience, drives retention, and identifies growth opportunities. At the same time, he remains actively involved with his own accounts—building strong relationships, mitigating churn risks, and ensuring each customer achieves meaningful outcomes through our solutions. This role allows him to contribute both as a leader and as a direct partner to our clients, helping scale customer success across the organization.

Not for Profit
Lifelong Learning Administration
Northern Rivers Family Services
YMCA of Greater Toronto
The Child Center of NY
Columbia Association
Lutheran Community Services

Higher Education
California State Universities
Colorado State University
Sheridan College
Humber College
Cambrian College
University of Washington

Healthcare
Joseph Brant Hospital
Detroit Wayne Integrated Health Network
Humber River Hospital
Northern Health Authority

SELECT PROFESSIONAL EXPERIENCE

Northern Rivers Family Services – Customer Success Manager
Are a nonprofit organization in New York that provides comprehensive support and care for children, adults, and families through mental health, education, child welfare, and community-based
services. Prevously a PowerPlan customer, Michael has been a long time internal advocate of this customer, guiding their journey with PowerPlan and their migration to Euna Budget Professional. Michael also facilitated the conversation between this customer and Tom, our CEO at one of our previous Euna Connect meetings as the Customer Spotlight.

Columbia Association – Customer Success Manager
Are a nonprofit community services corporation founded in 1966/67 that manages and maintains recreational, cultural, and openspace amenities—such as fitness centers, pools, parks, lakes, walking trails, arts and teen centers—for the planned community of Columbia, Maryland, with the mission to cultivate a unique sense of place and enhance residents' quality of life. Michael oversees the CSMs the facilitates the relationship and projects for these customers.

California State Universities (CSUs) – Manager, Customer Success
Are the largest public fouryear university system in the United States—comprising 23 campuses and seven offcampus centers across California, enrolling nearly half a million students and offering over 4,000 affordable undergraduate and graduate degree programs primarily focused on workforce preparation and social mobility. Michael oversees the CSMs the facilitates the relationship and projects for these customers.

EDUCATION & CERTIFICATIONS

Honors Bachelor of Computer Science
Laurentian University, Sudbury ON, CA

Certifications
Core Skills for Team Leaders, Managers, and Supervisors ● Dale Carnegie Leadership Training ● Project Management Essentials

Implementation Plan

Based on the requirements outlined by the City and grounded in Euna's well-established public-sector implementation methodologies, the following describes the collaborative configuration, implementation, and customization approach Euna will take to meet and exceed the operational needs of the City. Euna Solutions will implement the budget management and publishing solution using a structured, agile approach that ensures the City achieves its required go-live date. Our multi-phase methodology includes discovery, configuration, validation, training, and deployment.

Euna Project Management Hybrid Agile/Waterfall approach

Our 27 years of budget software development and implementation experience guides our delivery methodologies and has established our reputation within the public sector all across North America as the most trusted provider of budgeting software. Simply put, we “Get it Right the First Time.”

Our professional services team uses a Hybrid Agile/Waterfall approach to projects that help align project goals and outcomes with stakeholders. Agile is an iterative and incremental approach to software development that emphasizes collaboration between stakeholders and project teams. This methodology allows for regular meetings with stakeholders to gather feedback and ensure that the project is progressing in the right direction. Waterfall methodology is a linear approach to software development that emphasizes planning and documentation. Stakeholder involvement is typically limited to the initial stages of the project, such as requirements gathering and project planning.

Critical Success Factors

Euna’s hybrid Agile/Waterfall implementation approach and methodology is proven, our successes are continuous, and quite frankly, our team are experts when it comes to implementing budgeting solutions for the public sector. Developing and implementing purpose-built budgeting solutions for the public sector is what we do, and we do it well!

Our deep and unmatched experience has given us insights into critical success factors of software implementation projects including:

1. Clear Requirements and Specifications
2. Clear Project Objectives and Goals
3. Stakeholder Buy-in and Participation
4. Realistic Schedule and Resource Commitment
5. Solid Project Management and Governance Practices
6. Communication Plan: Regular Monitoring, Reporting, and Feedback
7. Experienced Implementers and Team Structure

Rest assured, we have the professional resources and bandwidth required for this project, will work closely with the City to establish defined responsibilities across stakeholders, will set clear project goals and benchmarks, and will leverage our team's deep and comparable experience to ensure a successful and timely implementation for.

Euna has been prudent in its review of the the City's project requirements and in our evaluation of the necessary effort required to ensure that the project remains on task and on schedule and ultimately has a successful outcome.

Euna and the City will work together to create a cohesive team focused on successfully configuring and implementing a purpose-built budgeting solution for the City, based on the highest industry standards. We will assign the appropriate resources to achieve this outcome, and we encourage the City to do the same.



Our Implementation Process is broken down into phases and tasks as follows:

Phase 1 - Analysis and Project Management

Phase 1 consists of Analysis and effective Project Management, which are critical to the success of this project. From a high-level perspective, Euna's overall project management deliverables for the City will include the following:

1. Project Management & Analysis

Euna's implementation services include a consultative approach to optimize the City's budget processes. Specifically, via Discovery, our consultants lead a review of your organizational budget processes' current state to identify possible improvements in accuracy, effectiveness, and efficiency. Our consultants will work with your team to ensure viable solutions are considered and noted.

2. Gap Analysis

A significant part of the Euna Budget implementation process is the functional analysis step (also known as "gap analysis"). Although this begins formally after Euna has been selected, and the agreement with the customer has been executed, a good part of the functional analysis takes place prior to contract signing.

This step helps both the City and Euna to understand how the Euna Budget solution can be best configured to meet the needs of your organization, thus mitigating project risks that might otherwise occur. Together, we evaluate, review, and discuss the City's current budget processes and data requirements, and map these to the Euna Budget functionality.

3. Workflow

The workflow plan for the project is a working document that will be presented to the City to ensure that there is general agreement on the strategy.

4. Plan Documentation

We will create a Project Plan and Timeline, as well as Testing and User Acceptance documents. The Euna Project Manager will assemble these documents in a shared document repository.

5. Plan Approval

The plan will be submitted to the City for review and comment. Euna and the City will have worked together closely to this point, so there should be no last-minute surprises. The expectation is that minor changes and refinements may be required at this point. Indeed, such minor changes will likely happen throughout the implementation.

Phase 2 – Implementation

Phase 2 consists of several steps that add successive functionality to Euna Budget. There is some flexibility to how each of these components will be implemented, but we are proposing that the following plan be used:

1. Component Kick-off

Each component will start with a kick-off meeting, where the implementation plan is reviewed so that the focus on success and goals is maintained.

2. Overview Sessions

The Euna Budget functionality will be presented to the City so that the Finance Division is familiar with each module, is able to participate in its configuration, and understands data import needs.

3. Configuration

The components in Euna Budget will be configured to provide the City's desired functionality and accommodate the related data imports.

4. Data Import

The City's historical data will be imported. Our team has expertise with uploading historical data from your financial software and can work with the City's Finance Department on identifying the data to upload. The purpose of having historical data includes:

1. Many reports require multi-year data for trending
2. Historical data is the best and easiest way to verify the system structure
3. Historical data can be used to develop next year's budget and forecasts
4. Provides familiar data for training

5. Customizations and Report Development

Customized functionality, if applicable, and reporting according to the scope of services will be introduced and reviewed. This task benefits from the data import, as any screens or reports will reflect the actual and familiar data imported.

Report development will be staged as follows:

1. Reports required for budget development
2. Reports required for high-level review and approval
3. Reports required for on-going budget management

6. Security Setup

Creating different security roles and ensuring each user is assigned appropriate role(s). This may include disabling some accounts, views, or reports for select users.

7. Financial and HR System Integration

Configuring interfaces to the City's Tyler Munis ERP system according to the scope of services.

8. Testing

System testing, system backup testing, integration testing, stress/performance testing, and user acceptance testing (UAT) is outlined in the test plan. The Euna Project Manager will assist and act as a facilitator through this process.

9. Training

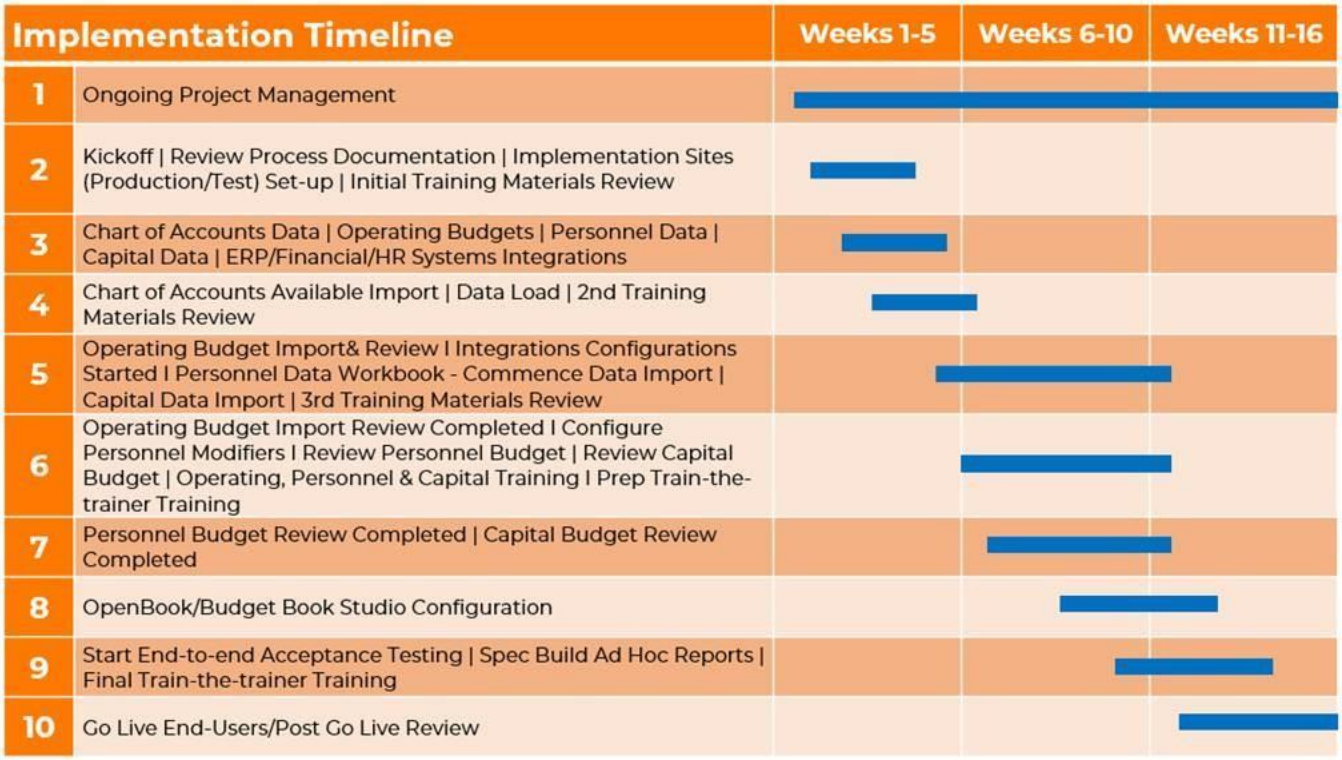
Euna will deliver comprehensive Train-the-Trainer and End-User (staff) training using the City's data. This training will be conducted remotely and will be delivered using web conferencing tools.

10. Go-live

Euna considers the implementation to be complete and the Euna Budget solution to be in a 'go-live' state when the system is opened to budget users for the development of a new budget, or when an end user has begun using the system for the purpose of managing the current budget, whichever is first. This step only occurs upon completion of testing and training activities.

11. Post go-live

Post Go-Live, your implementer will remain your primary contact for all Euna Budget related issues until it is mutually agreed that support will take over as primary contact. Normally this occurs within 90 days, and after this period, a hand-off is made from your implementer to our Professional Services staff who will be responsible for seeing to your longer-term support needs.



Technical Proposal

Public sector budgeting solutions, built for any size agency

Euna Budget Professional is a purpose-built, data-driven solution that helps you bridge the gap between your agency and the community you serve, fostering transparency, efficiency, and trust.

Cloud-based

A cloud-based solution hosted on our secure Microsoft Azure server. Cloud-based solutions allow clients to access their budget data online at any time and from any location.

Configurability

Configurability means fewer requirements for customization. This will save time, resources, and complexity both in the initial implementation, and through ongoing use as upgrades and enhancements are released. The bottom line is a significantly lower cost of ownership over your lifetime use of our product.

Collaborative

A collaborative solution, enabling budget managers to work seamlessly with various departments to prepare and manage budgets efficiently. Streamlined access for both financial and non-financial contributors enhances communication and accelerates the decision-making process.

Flexibility

Offers the capacity for multiple scenario models, for nonprofits preparing for the future, and pivoting as plans change. When your plans shift, you don't want to be limited by manual data entry, spreadsheets, or an inflexible legacy system. Euna Budget adapts with you, adjusting to your new budget trajectory to reallocate funds or evaluate potential cost savings.

Advanced Capabilities

A feature-rich solution designed to provide greater control and visibility into your budgets, Euna Budget equips you with the tools to calculate, analyze, forecast, and report with confidence. With seamless integration into your existing ERP system, you can build budgets based on accurate, real-time financial data, ensuring informed decision-making at every step.

Innovation

Product strategy is based on feedback from our clients, all public and nonprofit sector organizations, and serves as a guiding star that directs our focus. From user forums to advisory groups, our clients are with us every step of the way as we develop new features or improve the functionality of our solution.

Experience in Performing Work of Similar Nature and Size

READ OPEN BOOK

READ OPEN BOOK

READ OPEN BOOK

READ OPEN BOOK

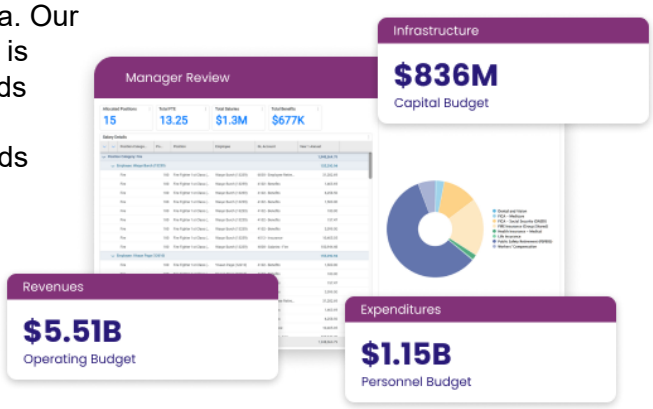
READ OPEN BOOK

READ OPEN BOOK

READ OPEN BOOK

READ OPEN BOOK

Euna Solutions has over 27 years of experience delivering budget management and financial planning software to public sector organizations across North America. Our flagship solution, **Euna Budget** (formerly Questica Budget), is purpose-built for governmental and nonprofit budgeting needs and is currently trusted by over 3,400 public sector organizations managing more than $540 billion in public funds annually.



We have successfully implemented budgeting solutions for cities such as Denver, CO; Oceanside, CA; Palo Alto, CA; and Buffalo, NY, as well as major transit authorities like the Massachusetts Bay Transportation Authority and Riverside County Transportation Commission. Our work spans municipalities, counties, health and human services, education institutions, and transit agencies, demonstrating a robust capability to serve organizations of varied sizes and complexities.

Expertise in Budget Management and Publishing Software

Euna Budget is a full-cycle, cloud-based budgeting platform that includes modules for:

- **Operating Budgeting** – structured, collaborative workflows for base budgets, mid-year updates, and multi-year planning.

- **Personnel Budgeting** – precision labor planning with integrated salary, benefits, and allocation forecasting.
- **Capital Budgeting** – long-term planning for capital improvement projects, grants, and funding scenarios.
- **OpenBook** – transparency portal for visualizing budget data for public engagement.
- **Budget Book Studio** – an integrated module to create GFOA-compliant digital budget books with automated updates and customizable narratives.

The solution is highly configurable without the need for costly customizations, supporting seamless integrations with 50+ ERP, HRIS, and payroll systems including **Tyler Munis**, JD Edwards, Dynamics 365, Blackbaud, and Sage Intacct.

Record of meeting performance standards on similar projects

Euna maintains a **97% customer retention rate** and a very successful integration record. Our implementations consistently meet or exceed project timelines and performance benchmarks. For example:

- The City of Palo Alto reported **$85K in annual productivity savings** post-implementation.
- The City of Arvada noted improved engagement with a more intuitive user interface that empowers departments to own their budgets.
- High Point, NC successfully transitioned from spreadsheet-based budgeting to a fully integrated, real-time system with Euna Budget, improving trust and accuracy.

Timelines, Tasks, and Goals

Euna follows a hybrid project methodology combining **PMBOK** standards with agile practices. A typical implementation includes:

1. **Initiation (Weeks 1–2):**
    - Project kickoff with stakeholder alignment.
    - Confirmation of scope, timelines, and roles.
2. **Planning (Weeks 3–4):**
    - Business process review and configuration design.
    - Integration planning with ERP and HR systems.
3. **Execution (Weeks 5–10):**
    - Module configuration (Operating, Personnel, Capital).

- Data migration (including historical budget scenarios).
- Workflow and security setup.
- Custom report creation.

4. **Training (Weeks 11–12):**
   - Role-based training sessions for administrators and end-users.
   - Documentation handoff.
5. **Go-Live and Support (Week 13 onward):**
   - Final testing and system go-live.
   - Post-launch hypercare and transition to Customer Success Manager.

Our standard implementation timeline spans **12 to 16 weeks**, depending on scope. Euna provides continuous access to a dedicated Project Manager, training lead, and integration specialists to ensure seamless deployment and client satisfaction.

Section 3 - Scope of Services/Work

Euna is fully committed to addressing the requirements outlined in Section 3 - Scope of Services/Work. As noted in the requirements matrix below, our Budget Management and Publishing solutions are purpose-bult to meet the unique needs and requirements of public sector clients such as the City of Palmdale. Our team comprises highly qualified professionals, including a dedicated Project Manager, training lead, and integration specialists, each with extensive experience in deploying and supporting similar solutions. We ensure seamless fulfillment of all responsibilities through role-based training for both administrators and end-users, comprehensive documentation handoff, and rigorous final testing prior to system go-live. Our workflow and security setup processes are designed to meet and exceed industry standards, and we provide continuous support post-launch, including hypercare and transition to a Customer Success Manager, to guarantee client satisfaction.

In addition, Euna has a proven track record of integrating with the City's existing Tyler Munis ERP system and Microsoft Office applications, leveraging APIs, web services, and flat file automation. Our Euna Budget solution also supports the creation of GFOA award-qualifying budget documents in both printed and digital formats, ensuring compliance with all relevant criteria.

Requirement	Supported (Y/N)	Comments
Introduction and Objectives		
Streamline the creation of GFOA award-qualifying budget documents (both printed and digital)	Yes	Euna Budget's Budget Book Studio and OpenBook modules support the creation of GFOA award-qualifying budget books through templated compliance with GFOA criteria, consistent formatting, and embedded narrative and financial elements. Books can be generated in both printed and web formats, streamlining preparation and presentation.
Integrate seamlessly with the City's existing Tyler Munis ERP system and Microsoft Office applications	Yes	Euna Budget offers proven integration with Tyler Munis, using APIs, web services, or flat file automation. Microsoft Office compatibility is built in, allowing data import/export in Excel (XLSX), CSV, and document formatting that complements Word and PDF workflows.
Support collaborative, concurrent editing by multiple users with defined role-based security	Yes	Euna Budget supports concurrent, multi-user editing with granular role-based permissions. Each user's access is scoped to their department, role, and module
Provide automated publishing tools for ADA-compliant, interactive online and print-ready documents	Yes	Budget Book Studio automates publishing to ADA-compliant PDFs and interactive HTML formats. The solution supports WCAG 2.0 compliance.
Offer an intuitive, user-friendly interface requiring minimal technical expertise	Yes	The Euna Budget platform is designed for non-technical users, featuring drag-and-drop tools, WYSIWYG editors, guided workflows, and an interface consistent across all modules.
Include comprehensive implementation, training, maintenance, and support services	Yes	Euna Budget offers full-service delivery including implementation, end-user and admin training, configuration, onboarding, and ongoing maintenance. Support is delivered through SLAs, a customer success team, and a 24/7 knowledge base.
General Requirements		
Platform and Accessibility		

Fully cloud-hosted, web-based solution accessible via modern browsers (Chrome, Edge)	Yes	Euna Budget is a fully cloud-hosted SaaS platform, accessible via all modern browsers including Chrome, Edge, and Firefox. No local installation is required, and users can securely access the solution from anywhere with an internet connection.
Support for multiple concurrent users	Yes	The platform supports unlimited concurrent users, with performance scaling automatically to meet organizational demands.
Dedicated test and production environments	Yes	Euna provides both production and test (sandbox) environments. The test environment allows City staff to validate configurations, test integrations, and conduct training without affecting live data
Compliance with ADA and Section 508 accessibility standards (PDF/Universal Accessibility International Standard 14289-1:2014)	Yes	Budget Book Studio and OpenBook generate outputs that comply with WCAG 2.0 and Section 508 standards. This includes keyboard navigation, screen reader compatibility, and appropriate color contrast for all digital content.
Public-facing portal for publishing budget information online with City branding (logos, colors, styles)	Yes	The OpenBook module serves as a customizable, public-facing transparency portal, allowing cities to publish budget data with full branding (logos, colors, font styles). Users can explore charts, tables, maps, and narrative content to enhance engagement and understanding.
Integration		
Tyler Munis Integration: Seamless, automated data exchange and synchronization of financial data, account structures, and hierarchies.	Yes	Euna Budget integrates with Tyler Munis through the Euna Integration System (EIS), allowing for scheduled or real-time exchange of general ledger data, account structures, and hierarchies. The integration supports bi-directional data flows and automated synchronization using secure APIs or flat file transfers.
Microsoft Office Integration: Compatibility with Word, Excel, and PowerPoint for data import/export.	Yes	The platform offers native Excel and CSV export/import functionality for all data grids and reports. Budget narratives and tables can be formatted for Word and PowerPoint output.

API Support: Ability to integrate with other third-party applications as needed	Yes	Euna Budget supports REST APIs for integrating with third-party applications such as ERPs, payroll systems, and HRIS.
Administration		
Role-based security and access controls with Active Directory or equivalent authentication support.	Yes	Euna Budget supports role-based security, including granular user permissions by module, department, or action. Integration with Active Directory (AD) and SSO/SAML-based authentication is supported for secure access management and centralized identity control.
Administrative tools to lock and unlock budget phases, user sessions, or sections.	Yes	Administrators can lock or unlock budget phases, submissions, or narrative sections to control editing access by timeline or user group.
Full audit trail capturing edits, comments, and approvals with timestamps.	Yes	Euna Budget maintains a detailed audit trail of all user activity, including data changes, comments, approvals, and login sessions. Each entry is timestamped and user-attributed.
Security and Compliance Requirements		
Protection of Sensitive Data	Yes	
The software must support methods to protect Criminal Justice Information (CJI), Protected Health Information (PHI), Personally Identifiable Information (PII), third-party proprietary data, and comply with HIPAA regulations.	Yes	Euna Budget is designed to protect CJI, PHI, PII, and other sensitive data through layered security protocols, least-privilege access, and compliance with HIPAA, CJIS, and FERPA standards. All access is logged, monitored, and restricted by role.
Please describe how these protections are implemented and maintained within your solution.	Yes	Protections include SAML-based SSO integration, RBAC, multifactor authentication (MFA), firewall and endpoint security, system hardening, and annual penetration testing.

Ongoing Vendor Support	Yes	
The vendor must provide active, continuous support for all components of the solution.	Yes	Euna Solutions provides continuous technical support for all components of the platform through a centralized customer success team, technical support helpdesk, and proactive system monitoring tools.
Please confirm your support model and escalation processes.	Yes	Euna Solutions provides a structured and tiered support model and escalation process designed to ensure responsive, reliable assistance across all severity levels. Standard Support Hours are 8am to 8pm Eastern Standard Time (5am to 5pm PST), Monday – Friday, excluding statutory holidays, with after-hours support for critical issues. Incidents are classified into severity tiers with defined SLA-based escalation paths, and response times range from 1 hour to 24 hours depending on severity.
Role-Based Access Control (RBAC)	Yes	
The software must allow administrators to assign user roles that govern access to specific features and data within the system.	Yes	Administrators can assign user roles at granular levels including department, module, and data object access. Users only see data and functionality aligned to their role.
Please describe the RBAC functionality and how permissions are configured and managed.	Yes	RBAC is configured through the system admin interface, where roles are defined and associated with user accounts. Permissions can be set by form, report, workflow, or individual data element.
Data Encryption	Yes	
All data must be encrypted both in transit and at rest using encryption standards that are FIPS 140-2 compliant, with 128-bit encryption or greater.	Yes	All data is encrypted both in transit (TLS 1.2 SHA2) and at rest using AES-256 encryption.
Please confirm compliance and provide details of the encryption methods used.	Yes	Data security for Euna Budget comes by way of AES 256-bit encrypted storage to ensure data is secured while at rest and TLS 1.2 SHA2 256-bit encrypted channel to provide data security while in transit. All client data that is transported to our secure servers is done so via Secure FTP (SFTP) using SFTP-3 protocol, SSH-2 encrypted keys using AES encryption, or better.

Third-Party Security Assessment	Yes	
A formal third-party security assessment must have been conducted on the solution.	Yes	Euna Budget undergoes annual third-party penetration tests and SOC 2 Type II audits to validate security controls and processes.
Please describe the scope, level, and results of these assessments, including any certifications or findings.	Yes	Assessments cover infrastructure, application, and network layers. No critical findings were reported in the most recent SOC 2 audit.
If the vendor must transmit data to the City at any point during the project, all transfers shall be conducted through a secure file transfer solution approved by the City	Yes	Euna will support a secure file exchange solution approved by the City.
Incident Response Capability	Yes	Yes
The software must include a defined incident response mechanism for detecting, reporting, and managing security breaches or vulnerabilities	Yes	Euna maintains a documented Incident Response Plan (IRP) covering detection, classification, notification, containment, and resolution.
Please describe your incident response process, including timelines and escalation procedures	Yes	Euna Solutions maintains a well-defined incident response process structured around industry best practices and aligned with our Service Level Agreement (SLA). Incidents are categorized from P1 - Critical (major service disruption like security breach or system-wide outage) to P4- Low (Cosmetic or minor issues). Response timelines vary with P1 addressed as the highest priority with 24x7 continuous effort until resolved or mitigated. The IRP ensures incidents are triaged immediately, assigned and

		escalated internally as soon as possible. Further client communication, remediation and root cause analysis follow within defined SLAs.
Data Isolation	Yes	
Customer data must be logically or physically separated from data belonging to other clients	Yes	Euna Budget is deployed in a multi-tenant cloud architecture with strict logical separation of customer data.
Please describe your approach to data isolation and how multi-tenancy is securely managed	Yes	Each client has segregated data schemas, role-based access controls, and logically isolated databases where applicable. No client can access another's data.
Usability		
Clean, intuitive, and user-friendly interface for all user types (staff, administrators, public).	Yes	Euna Budget is purpose-built for the public sector with a consistent, modern, and intuitive user interface that is designed for financial and non-financial users alike. The system promotes high user adoption with minimal training required. The OpenBook module offers public-facing transparency with interactive, user-friendly visualizations to engage citizens and stakeholders.
Built-in online help resources, tutorials, and user documentation	Yes	Euna Budget includes built-in online help resources, tooltips, and user documentation. Additionally, the system is supported by a dedicated customer success team and training program, including admin and end-user training during implementation, and ongoing access to support materials post go-live.
WYSIWYG (What You See Is What You Get) and/or HTML/CSS editing for text and formatting	Yes	Euna Budget Book Studio includes a WYSIWYG editor that enables users to create and format budget book content visually. Users can customize layouts, add charts, tables, and narratives, and publish professional, GFOA-compliant digital budget books without requiring HTML or CSS knowledge.
Ability for City staff to easily manage workflows, permissions, and submission timelines without vendor assistance.	Yes	Euna Budget is fully configurable by client administrators, including workflows, approval hierarchies, roles, permissions, and calendar-based submission timelines. The system is designed for non-technical users, enabling finance teams to manage configurations independently post-implementation without vendor intervention.
Core Functional Requirements		
Budget Development and Management		

Support for operating, capital, and personnel budgeting.	Yes	Euna Budget offers dedicated Operating, Capital, and Personnel modules, purpose-built for public sector financial planning. Each module integrates seamlessly, allowing for holistic planning and management across all budget categories.
Scenario planning and forecasting capabilities for multi-year financial analysis.	Yes	Euna Budget supports multi-year forecasting and scenario planning through built-in tools that allow users to create, analyze, and compare different budget assumptions
Ability to manage multiple budget versions ("what-if" scenarios) and restore snapshots.	Yes	The platform allows users to create unlimited budget versions (what-if scenarios) and restore snapshots for historical comparison, strategic analysis, or rollback.
Customizable workflow automation for review, scoring, ranking, and approval processes.	Yes	Euna Budget includes configurable workflow automation, enabling approval routing, notifications, review scoring, and customizable ranking processes.
Forms-based data entry for departmental submissions with attachment and comment capabilities	Yes	Departmental users enter data through structured, forms-based interfaces. Users can attach supporting documentation and enter comments for reviewers, streamlining collaboration and audit trails.
Support for defining budget timelines and automatic lockout of submissions based on date	Yes	Euna Budget allows administrators to set budget calendar deadlines through the workflows and permissions capabilities that restrict access after key milestones or deadlines.
Data Handling and Reporting		
Import and export data in formats such as CSV, XLSX, and PDF	Yes	Euna Budget supports data import and export in widely used formats including CSV, XLSX, and PDF.
Vendor must guarantee that all City data—including metadata, templates, documents, workflows, and	Yes	Euna Solutions guarantees full data ownership by the client. All data, including metadata, configurations, and templates, remain the exclusive property of the City.

custom configurations—will remain the sole property of the City		
Historical data support (minimum two years of actuals) and definable future years	Yes	Euna Budget supports the migration and management of extensive historical datasets. Users can define future fiscal years for planning and forecasting purposes.
Automated summarization and rollup to executive-level dashboards and presentation summaries	Yes	Euna Budget includes a built-in Report Center and dashboards that automate the summarization and rollup of financial data. Executive dashboards can be customized and shared, enabling real-time, data-driven insights for leadership
Search and filtering by department, funding source, and request type	Yes	The system provides robust filtering and search capabilities across dimensions such as department, fund, and account type.
Audit trail reports for tracking data changes	Yes	Euna Budget maintains a comprehensive audit trail, capturing all user actions, changes to data, approvals, and system interactions.
Visualization and Analytics		
Customizable dashboards for management and policymakers.	Yes	Euna Budget includes a built-in Report Center and configurable dashboards tailored to various user roles. These dashboards allow executives, finance staff, and policymakers to monitor performance metrics, review budget statuses, and gain actionable insights in real time.
Built-in templates for tables, charts, and graphs that dynamically update with source data	Yes	The platform offers out-of-the-box templates for visual elements such as tables, pie charts, and bar graphs. These templates dynamically reflect real-time data changes from the budgeting system.
Automated generation of charts, tables, and summary pages.	Yes	Through Euna Budget's reporting engine and OpenBook module, users can automatically generate charts, tables, and summary visuals for internal reporting or public transparency. Budget Book Studio also enables automated assembly of narrative and financial summary pages for formal budget books.

Graphical analysis tools for financial performance and key performance indicators (KPIs)	Yes	Euna Budget supports KPI tracking and graphical analysis through integrated dashboards and data visualization tools. Users can configure views to track revenue, expenditure, labor costs, and other performance metrics over time.
Document Production Requirements		
Budget Book Production (Recommended and Adopted)		
The system must enable production of both a Recommended Budget Book and Adopted Budget Book, each with the following features:	Yes	Euna Budget includes Budget Book Studio, a purpose-built module enabling production of both Recommended and Adopted Budget Books.
Fully integrated with Tyler Munis for real-time data updates.	Yes	Euna Budget supports real-time and scheduled integration with Tyler Munis via its Euna Integration System (EIS).
Ability to produce both hard copy and online interactive versions.	Yes	Budget Book Studio and OpenBook allows for the creation of both print-ready PDFs and interactive online budget books with dynamic tables, charts, and visualizations that can be embedded in public websites.
Auto-generation of tables of contents, bookmarks, and hyperlinks.	Yes	Users can configure Budget Book Studio to automatically generate navigation elements such as table of contents, bookmarks, and hyperlinks
Consistent formatting of text, fonts, colors, and headers across all sections.	Yes	Euna Budget Book Studio enforces consistent formatting through reusable templates and stylesheets, ensuring brand and formatting alignment across all sections of the budget document
Spell-check functionality and formatting lock-down options.	Yes	Built-in editing tools include spell-check support and lock-down controls to prevent unauthorized or unintentional changes to finalized sections of the document.
Version control with ability to identify who modified content and when.	Yes	Full version control is available, allowing administrators to track all edits by user and timestamp.

Customizable templates and design elements (cover, typography, charts, and layout).	Yes	Budget Book Studio supports extensive customization, including branded covers, page layouts, typography, and visual styles, with drag-and-drop control over charts and elements.
Inclusion of standard State and GFOA schedules (e.g., Schedules 1–15 for State compliance).	Yes	Euna Budget Book Studio supports the inclusion of GFOA-compliant schedules and allows for integration of state-specific budget schedules.
Ability to round figures, integrate narrative sections, and include multimedia elements.	Yes	Users can round financials, embed narratives and analysis, and include multimedia content such as images, charts, and external links.
Publishing and Accessibility		
Automated publishing to ADA-compliant PDFs and web-friendly formats.	Yes	Budget Book Studio supports automated publishing to both print-ready PDFs and online HTML formats. It includes functionality to ensure PDF exports meet ADA compliance standards.
Ability to produce public-facing online budget and CIP portals.	Yes	The OpenBook transparency module provides fully public-facing online portals that present budget, CIP, and financial data through engaging, interactive dashboards. These portals are accessible via any web browser and mobile-friendly.
Embedded hyperlinks, bookmarks, and navigation tools.	Yes	Budget Book Studio includes support for navigation tools including internal bookmarks, section hyperlinks, and headers to enhance the user experience in both digital and PDF versions of the budget book.
Fully accessible formatting compliant with federal accessibility standards.	Yes	Euna Budget supports WCAG 2.1 AA and Section 508 compliance for digital accessibility.
Implementation, Training, and Support		
Implementation and Configuration		
Project planning, configuration, and setup of the system.	Yes	Euna Budget provides a dedicated implementation team including a Project Manager, Technical Solutions Specialist, and Training Lead. The team conducts discovery meetings, develops a configuration plan, sets milestones, and performs iterative configurations aligned to the City's budgeting processes.

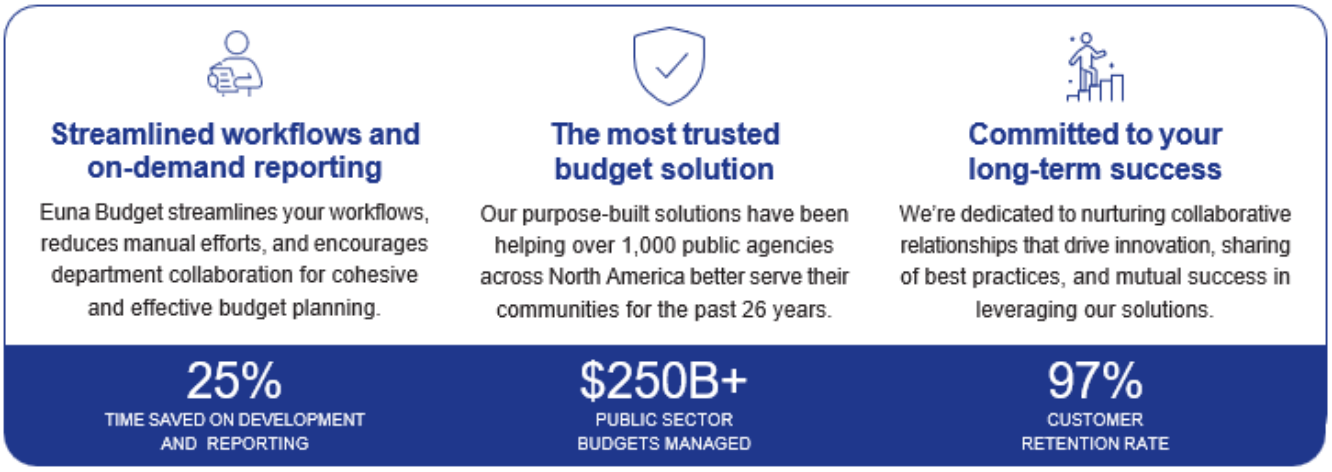
Development of templates and style guides to match City's branding.	Yes	Euna Budget's Budget Book Studio allows for full customization of templates including colors, fonts, headers, logos, and covers.
Data conversion and system integration testing.	Yes	Euna can perform data migration and conversion, including cleaning and mapping historical data. Integration testing is conducted using APIs or flat file formats for ERP systems (e.g. Tyler Munis).
Assistance in ensuring ADA compliance for final outputs.	Yes	Euna's professional services team assists clients in applying best practices for accessibility during the setup and formatting of both internal and public-facing outputs. Guidance includes document structuring, accessibility testing, and recommendations on fonts, spacing, and formatting to meet ADA requirements.
Training		
Comprehensive end-user and administrator training.	Yes	Euna Budget provides structured training programs tailored to both administrators and end users. Admins are trained on system configuration, workflow management, reporting, and user permissions, while end users receive hands-on instruction relevant to their specific budgeting responsibilities.
Online and in-person training options	Yes	Euna offers flexible training delivery formats including live instructor-led sessions (remote or onsite), pre-recorded webinars, and interactive virtual labs. Training schedules are adapted to meet client availability and staffing requirements.
Documentation, tutorials, and ongoing education resources.	Yes	Euna Budget includes robust documentation, how-to guides, and video tutorials accessible within the platform. Post-go-live, clients have continued access to the online knowledge base, learning modules, and new feature training as part of the support program.
Support and Maintenance		
Annual technical support and maintenance, including software updates	Yes	Euna Budget includes ongoing technical support and maintenance as part of the annual subscription. This includes regular software updates, security patches, and access to all new features and enhancements at no additional cost.
Defined Service Level Agreements (SLAs) for uptime and response time	Yes	Euna's SLA guarantees 99.5% system uptime, with tiered response times based on severity level. For example, critical issues (P1) receive a response within 1 hour during business hours, and all SLAs are backed by proactive system monitoring.
Ad-hoc service hours for future enhancements (template redesigns, style updates, etc.)	Yes	Euna offers ad-hoc professional service hours that can be scoped separately for enhancements like redesigning templates, adjusting report formats, or implementing new configurations post go-live.

Dedicated customer support resources for troubleshooting and issue resolution.	Yes	Euna provides a dedicated Customer Success Representative, access to the technical support team, and 24/7 access to the customer support portal.
Deliverables		
Fully implemented, configured, and tested cloud-based budget publishing solution.	Yes	Euna Budget is delivered as a fully cloud-based SaaS solution, implemented in Microsoft Azure. The platform is configured to client specifications, and tested collaboratively.
Standard and custom budget templates.	Yes	Budget Book Studio includes standard GFOA-compliant templates and allows for the development of custom templates that reflect the City's branding, formatting preferences, and reporting structure.
Published ADA-compliant Recommended and Adopted Budget Books.	Yes	Euna Budget enables production of both Recommended and Adopted budget books in ADA-compliant PDF and HTML formats, ensuring accessibility in alignment with WCAG 2.1 standards.
User manuals, configuration documentation, and training materials.	Yes	Comprehensive documentation is provided, including admin and end-user manuals, system configuration guides, training materials, and access to Euna's knowledge base and online tutorials.
Ongoing maintenance and technical support services.	Yes	Annual subscription includes continuous maintenance, security patches, system updates, and access to Euna's technical support and Customer Success teams. SLAs ensure timely responses and proactive service management.
Deliverables		
Compliance with all applicable GFOA, ADA, Section 508, and Government Code Section 7550 requirements.	Yes	Euna Budget ensures compliance with GFOA best practices, ADA and Section 508 accessibility standards. Budget Book Studio supports the production of accessible content, and Euna regularly updates templates and outputs to reflect evolving regulatory requirements.
All deliverables shall include contract and subcontract disclosure information as required by law.	Yes	Euna Solutions includes complete contract documentation with every project, and if subcontractors are involved (none in standard implementation), disclosure is provided as required.

The vendor shall ensure nondiscrimination and accessibility in all deliverables, reports, and digital content.	Yes	Euna Solutions adheres to a strict nondiscrimination policy and ensures that all digital outputs, reports, budget books, and dashboards are accessible and inclusive.

Product Overview

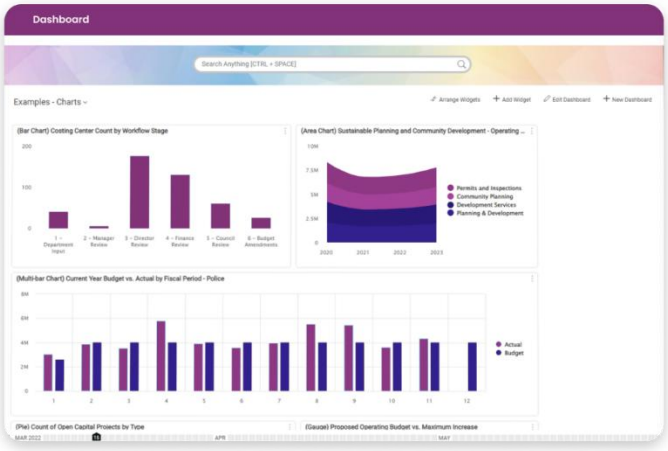
The following section presents a general overview of the budget management modules proposed by Euna for the City of Palmdale's Budget Management and Publishing solution.



Euna Budget Professional

Operating Budget Module

The **Operating Budgeting Module** forms the cornerstone of Euna Budget Professional, delivering comprehensive capabilities to create, manage, and analyze complex operating budgets across diverse departments, funds, and organizational hierarchies. This module allows the City to structure its budget by multiple dimensions, supporting cross-departmental coordination and clear financial oversight.

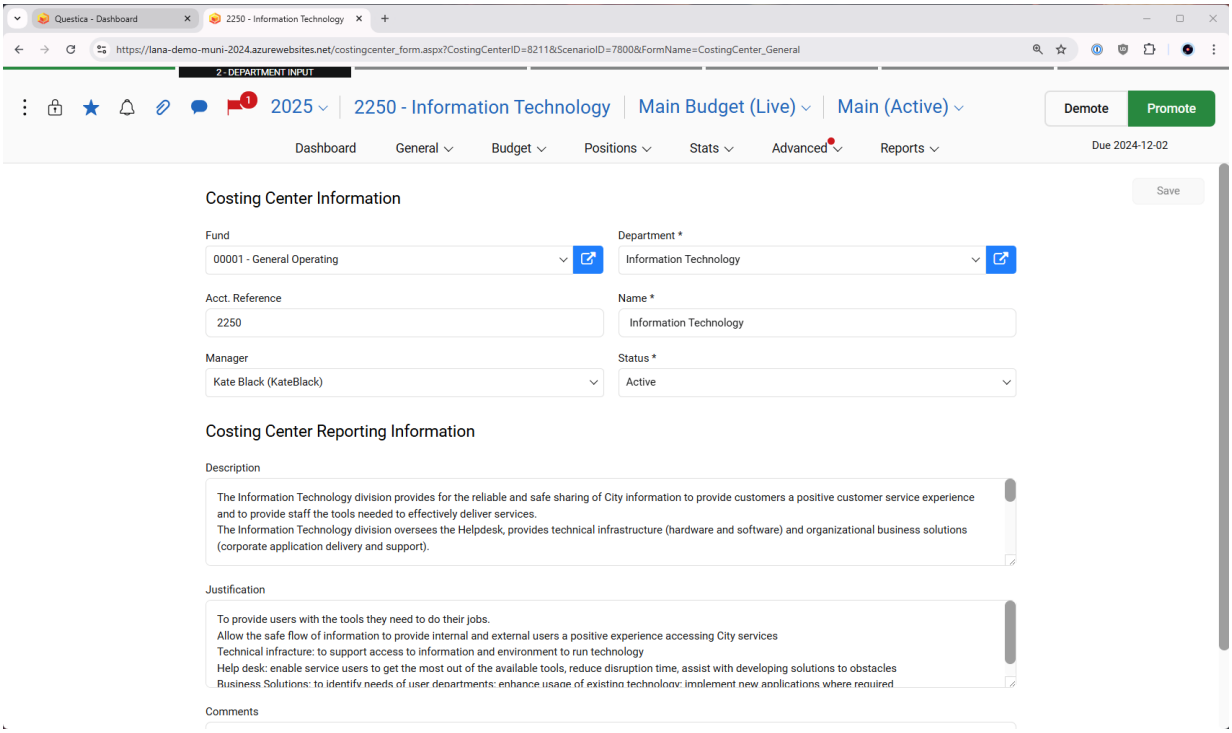


Budgets can be categorized on an organizational basis where cost centers roll-up into their respective departments and can also be categorized on a Fund basis where cost centers roll-up into their particular funds and fund categories. Cost centers can easily be moved from one department and division to another, as well as from one fund to the next. Additional hierarchical structures can be configured as needed.

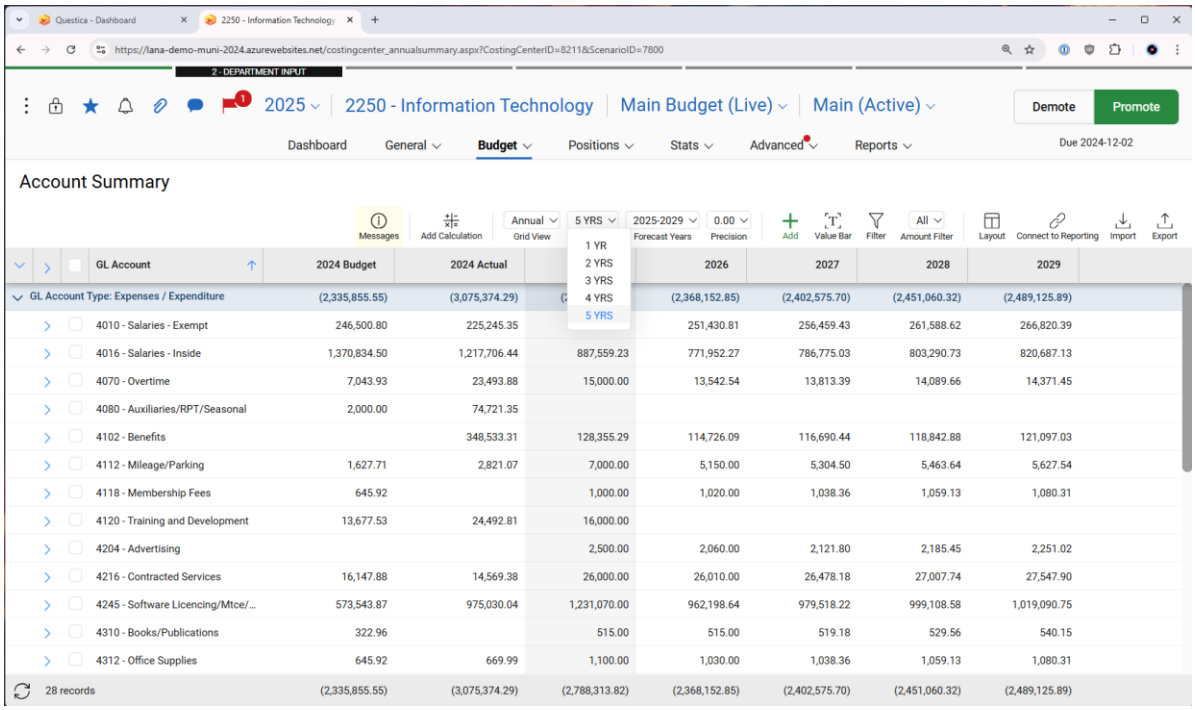
Role-based security ensures that users have streamlined access to only the data and functions that they need. Cost Center information can be maintained, and comments, notes, and attachments (e.g., scans, documents, or links) may be added to the budget or even to the detailed line items.

Key Features:

- Real-time, bidirectional integration with financial ERP systems (e.g., Tyler Munis) to import actuals and reconcile budget-to-actual performance automatically.
- Extensive role-based security model ensuring data access is strictly aligned with organizational roles and responsibilities.
- Fully customizable, multi-step workflows for budget submission, iterative review, feedback, approvals, and escalations.
- Comprehensive audit logs for tracking changes, capturing user activity, and preserving financial accountability.
- Advanced collaborative tools that enable multiple users to input, comment, and attach supporting documentation directly to budget lines.
- Automatic hierarchical roll-up and drill-down features across cost centers, departments, and funds, supporting both strategic oversight and detailed operational control.
- Support for historical year comparisons and multi-period budgeting across fiscal years.



Sample Costing Center Information



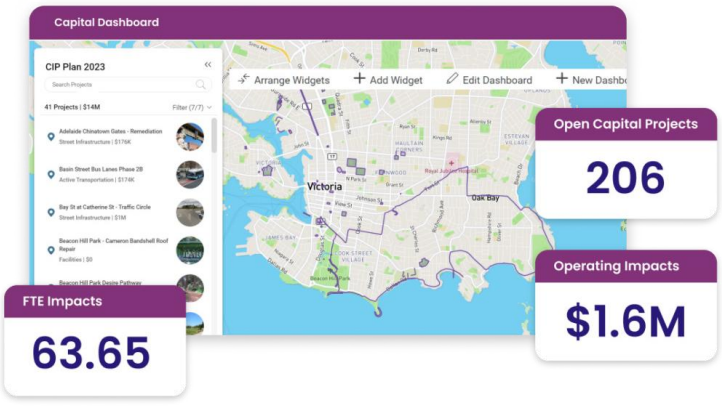
GL Account	2024 Budget	2024 Actual	2025	2026	2027	2028	2029
GL Account Type: Expenses / Expenditure	(2,335,855.55)	(3,075,374.29)	(2	(2,368,152.85)	(2,402,575.70)	(2,451,060.32)	(2,489,125.89)
4010 - Salaries - Exempt	246,500.80	225,245.35		251,430.81	256,459.43	261,588.62	266,820.39
4016 - Salaries - Inside	1,370,834.50	1,217,706.44	887,559.23	771,952.27	786,775.03	803,290.73	820,687.13
4070 - Overtime	7,043.93	23,493.88	15,000.00	13,542.54	13,813.39	14,089.66	14,371.45
4080 - Auxiliaries/RPT/Seasonal	2,000.00	74,721.35					
4102 - Benefits		348,533.31	128,355.29	114,726.09	116,690.44	118,842.88	121,097.03
4112 - Mileage/Parking	1,627.71	2,821.07	7,000.00	5,150.00	5,304.50	5,463.64	5,627.54
4118 - Membership Fees	645.92		1,000.00	1,020.00	1,038.36	1,059.13	1,080.31
4120 - Training and Development	13,677.53	24,492.81	16,000.00				
4204 - Advertising			2,500.00	2,060.00	2,121.80	2,185.45	2,251.02
4216 - Contracted Services	16,147.88	14,569.38	26,000.00	26,010.00	26,478.18	27,007.74	27,547.90
4245 - Software Licencing/Mtce/...	573,543.87	975,030.04	1,231,070.00	962,198.64	979,518.22	999,108.58	1,019,090.75
4310 - Books/Publications	322.96		515.00	515.00	519.18	529.56	540.15
4312 - Office Supplies	645.92	669.99	1,100.00	1,030.00	1,038.36	1,059.13	1,080.31
28 records	(2,335,855.55)	(3,075,374.29)	(2,788,313.82)	(2,368,152.85)	(2,402,575.70)	(2,451,060.32)	(2,489,125.89)

Sample 5-Year Budget Summary

Capital Budgeting module

The Capital Budgeting module simplifies and centralizes the City's capital budget planning and execution processes. Users can import historical data, including actuals and budgets, and leverage maps and geographic data from a GIS database. The module supports the creation of multi-year capital projects with flexible timelines, whether monthly, quarterly, or annual, giving the City full control over how projects are structured and managed.

When developing capital project requests, users can define expenditures and funding sources, provide narrations or explanations to justify their proposals, and attach supporting documents. The system allows projects to be categorized based on various criteria, including capital assets, funding sources, project areas, and project statuses. Adjustments can be made easily throughout the budgeting process to ensure accuracy and adaptability.



This module enhances financial oversight by enabling monthly reviews of actual revenues and expenditures for capital projects. Users can capture updated forecast cash flows for both project-specific capital expenditures and their associated operating costs, which are automatically reflected in the operating budget. The module also supports variance explanations and facilitates ongoing project updates to ensure alignment with organizational goals.

Project requests flow through a configurable workflow system integrated into Euna Budget, streamlining the approval process. The module also supports project ranking based on user-defined criteria and allows for the creation of multiple scenarios to assess various planning options. This functionality enables informed decision-making and ensures resources are allocated effectively.

With the ability to manage multi-year capital projects on annual, quarterly, or monthly timelines, the City gains unmatched flexibility. Projects can be categorized by tangible capital assets, funds, or statuses, may be prioritized and evaluated through customizable ranking criteria. Combined with 'what-if' scenario planning tools, the Capital Budgeting module equips the City with the features needed to manage projects effectively from inception to completion.

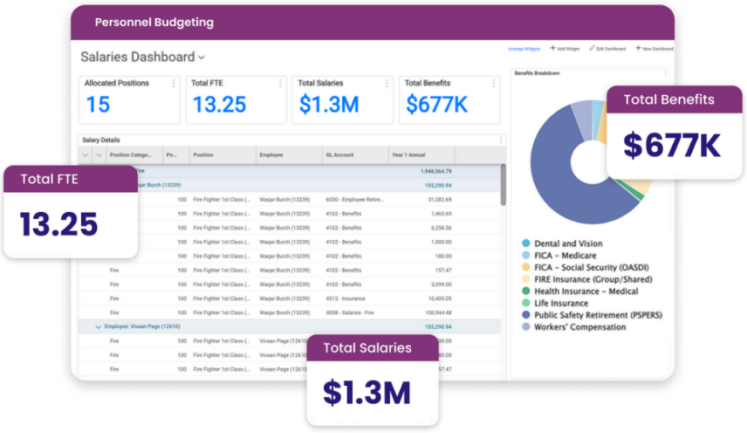


GL Account	Description	Total Project Budget	2025	2026	2027	2028
GL Account Type: Expenses / Expenditure		(4,000,000.00)	(1,750,000.00)	(750,000.00)	(750,000.00)	(750,000.00)
4856 - Land Purchase	Land Acquisition, zoning, and legal fees	1,000,000.00	1,000,000.00			
4416 - Specialty Equipment	Playground and Sports Facilities	600,000.00	150,000.00	150,000.00	150,000.00	150,000.00
4216 - Contracted Services	Site Preparation and Excavation	500,000.00	125,000.00	125,000.00	125,000.00	125,000.00
4873 - Construction	Walkways, Roads, and Parking	500,000.00	125,000.00	125,000.00	125,000.00	125,000.00
4999 - Contingency	Contingency	400,000.00	100,000.00	100,000.00	100,000.00	100,000.00
4872 - Landscaping	Landscaping and Planting	400,000.00	100,000.00	100,000.00	100,000.00	100,000.00
4869 - Utilities	Electric, Water, and Sewar	300,000.00	75,000.00	75,000.00	75,000.00	75,000.00
4870 - Project Management	Project Management and Labor Costs	300,000.00	75,000.00	75,000.00	75,000.00	75,000.00
GL Account Type: Revenues / Funding Source		4,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00	1,000,000.00
2943 - Parks & Greenways Acquisiti...	Reserve Funding	1,520,000.00	380,000.00	380,000.00	380,000.00	380,000.00
3760 - Grants	Grant	1,400,000.00	350,000.00	350,000.00	350,000.00	350,000.00
5042 - Trf from Property Taxes	Transfer from property taxes	1,080,000.00	270,000.00	270,000.00	270,000.00	270,000.00
11 records			(750,000.00)	250,000.00	250,000.00	250,000.00

Multi-Year Capital Project Management

Personnel Budgeting Module

The Euna Budget **Personnel Module** delivers highly granular and dynamic workforce budgeting functionality, allowing the City to accurately model every aspect of labor costs with precision and foresight. This module supports the full spectrum of workforce planning activities, from long-term scenario modeling to short-term staffing adjustments.



The Personnel module is well suited to support the City's position budget – it is essentially a calculator that supports the ability to accurately model and forecast all costs associated with positions (filled and vacant) and employees (FT, PT and Temp) to accommodate the workforce budget. Step or pay increases, cost of living adjustments, new benefits, etc., can all be efficiently budgeted.

Each Position is a record of all the information required to calculate the base wage, as well as overhead costs such as benefits, allowances, and employer taxes; and each are attributed to the appropriate GL Account (object code). Personnel or positions which are paid according to a collective contract are assigned a pay grade and step, allowing the pay to be determined from the pay scale for that contract. Alternatively, a position's base wage can be entered as a distinct salary value for each position, or as a percentile of the range configured for a selected grade.

With Euna Budget, the City can budget and forecast by position, employee, or by both – applying fringe benefit rates with escalating factors, making salary modifications by employee classifications, and more. Positions can include the assigned employee or may represent an unfilled/vacant position. System reports display filled and unfilled position counts at each hierarchical level of the organization.

Key Features:

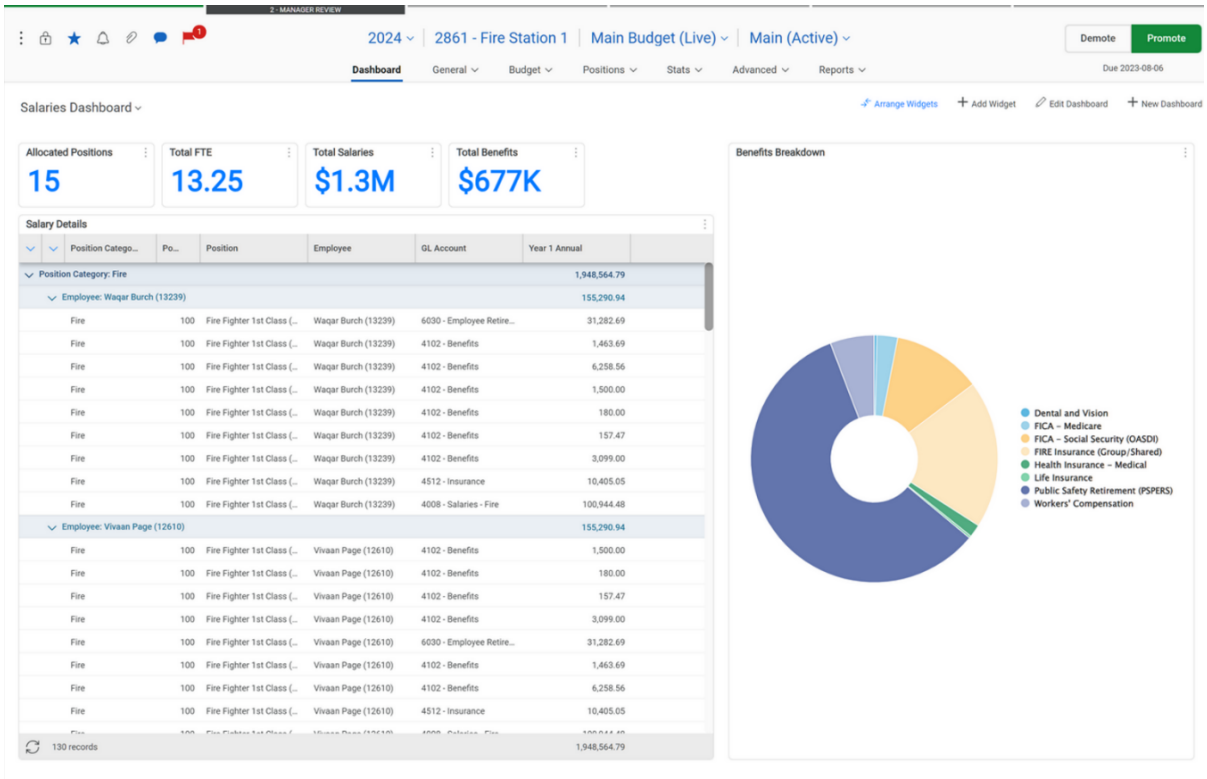
- Detailed salary and benefits calculations at the individual employee and position level, incorporating complex union pay scales, step increases, and contract negotiations.
- Modifier system enabling sophisticated calculations of fringe benefits, employer contributions, pension costs, and statutory benefits.
- Integrated support for collective bargaining agreements across multiple unions and bargaining units.
- Position control system to manage personnel allocation across multiple departments, projects,

and funds.

- Real-time integration with HRIS and payroll systems for seamless data synchronization and reduction of data entry errors.
- Dynamic scenario modeling to simulate the financial impacts of anticipated vacancies, new hires, reclassifications, or workforce reductions.
- Multi-fund split costing by percentage, FTE, or hours to accurately reflect shared positions.
- Comprehensive forecasting for merit increases, step progressions, COLAs, and workforce attrition.

Position	Amount	Position Allocation Type	Start Date	End Date	Description	Grant
Costing Center: 2250 - Information Technology						
Application Developer (4354): Ayub Milne (14042)	20	Percentage	Jan 2025	Jun 2025		Strategic Innovation Fund (SIF)
Application Developer (4354): Ayub Milne (14042)	100	Percentage	Jul 2025	Dec 2025		Strategic Innovation Fund (SIF)
Application Developer (4354): Ayub Milne (14042)	80	Percentage	Jan 2025	Jun 2025		Scientific Research and Experim...
Business Analyst (4346): Ellie Christian (13896)	100	Percentage				
Business Analyst (4346): Madiha Hughes (12489)	100	Percentage		May 2025	Retiring in May	
Chief Information Officer (3067): Mya Schwartz (1...	100	Percentage				
Computer Support Technician (4215): Marvin Bea...	50	Percentage		Jul 2025	Marvin's time split with archives start...	
Computer Support Technician (4215): Marvin Bea...	50	Percentage	Aug 2025		Marvin's time split with archives start...	
Info Tech Support Supervisor (4253): Nour Metcal...	100	Percentage				
Infrastructure Administrator (4196): Ayrton Lower...	100	Percentage				
Infrastructure Administrator (4196): Nicolle Britt (...	100	Percentage				
Manager - Information Technology Operations (31...	100	Percentage				
Supervisor - Business Solutions (4316): Kelis Joh...	100	Percentage				
Supervisor- IT Infrastructure (4252): Gideon Simm...	100	Percentage				
Technical Support Analyst (4153): Allegra Medina ...	100	Percentage				
Technology Security Specialist (4315): Nikodem ...	100	Percentage				

Position Control – Position Allocation

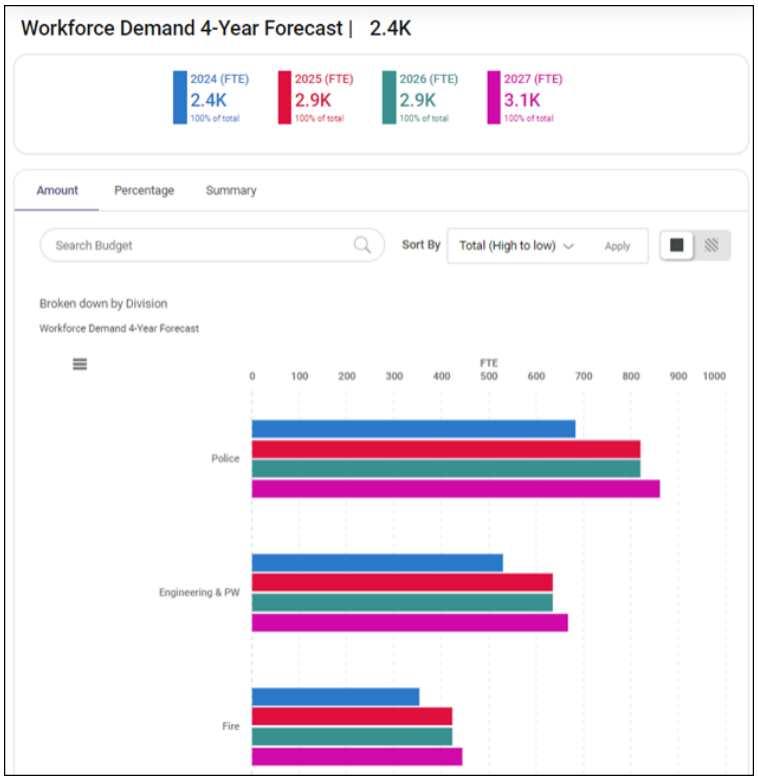


Salaries Dashboard

Forecasting features

Euna Budget supports unlimited multi-year planning and forecasting for revenue, expense, and positions. Forecasting can be performed within all Euna Budget modules. Processes may include projecting year-end values (often based on Budget to Actual analysis) and/or forecasting future years. Euna offers out-of-the box forecasting algorithms or the City may configure its own forecasting algorithms.

Methods such as using variables or drivers provide the user with a flexible way of defining shared values whereas using the Advanced Calculation Engine (ACE) allows for complex Excel-like modeling, including access to distinct budgeting functions, and applying automatic calculations, allocations, and prorates.



Position Control – Workforce Forecasting

OpenBook Transparency & Visualization Module

For public-facing consumption of data that the City wishes to project, Euna **OpenBook** Transparency and Visualizations enables budget, stories, and other information to be shared graphically in a controlled fashion. This information, whether applicable to external and/or internal stakeholders, can be visualized with drill-down charts, tables, bars, graphs, and GIS mapping for Capital planning. Descriptive text and informational pop-ups can also be included.

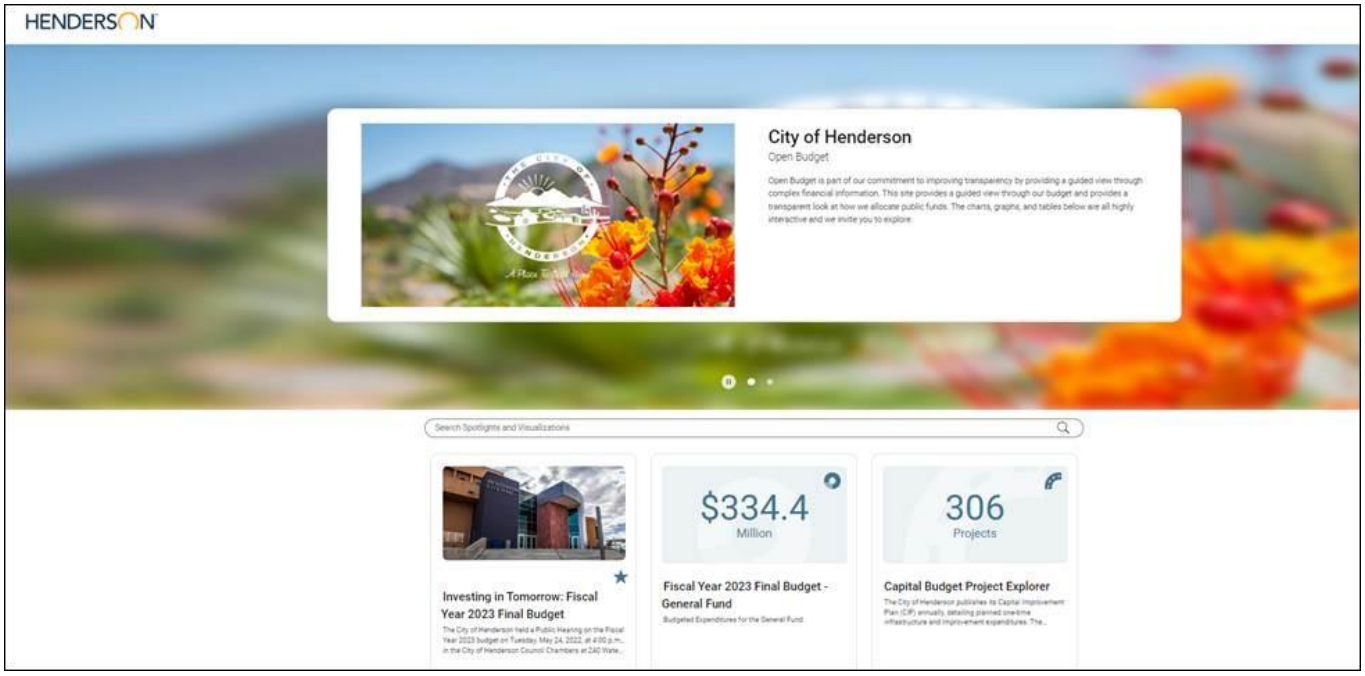
OpenBook also has a responsive design and creates web presentations that render correctly on all devices, including desktops, laptops, tablets, and smartphones. Additionally, like all modules in Euna Budget, data from OpenBook can be updated in real-time or manually as needed.

We are proud to boast our best-in-class accessibility experience with OpenBook, and we know that the work we've put in sets us apart in the marketplace. Inclusion is ever so important, which is why it's imperative that our transparency software meet accessibility standards to ensure *all* citizens have access to information that matters.

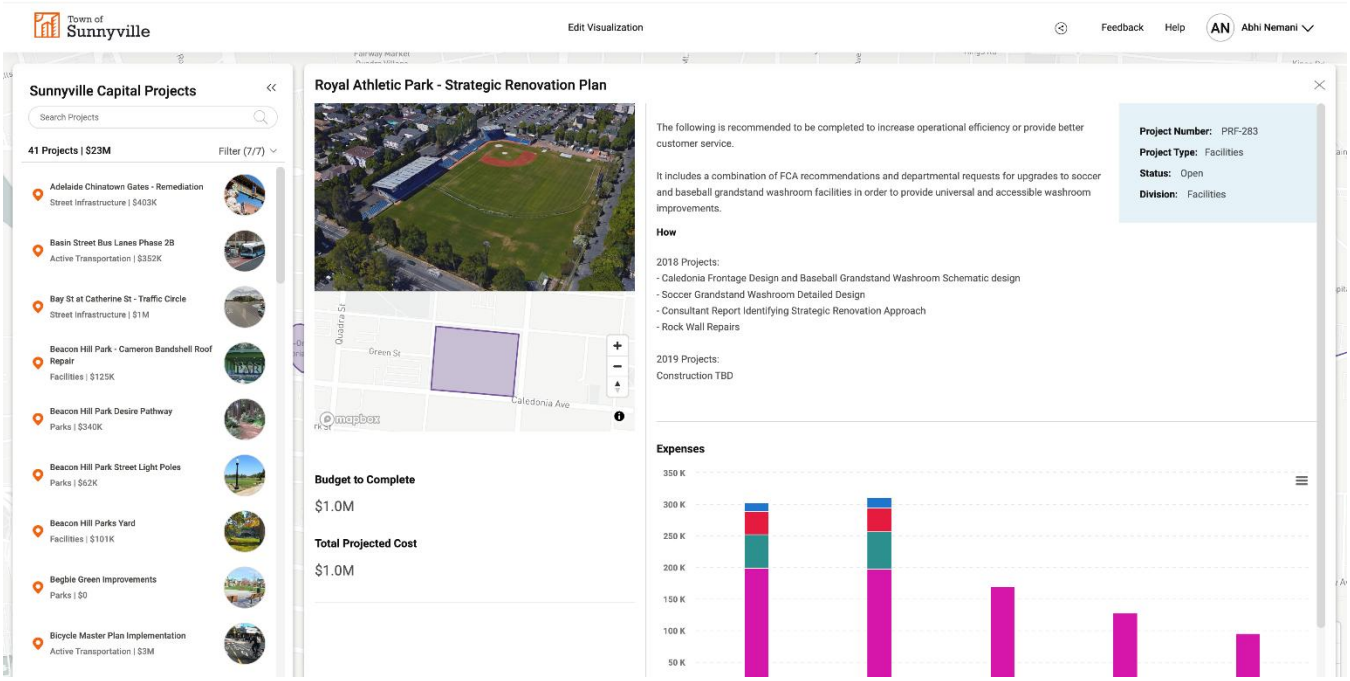
Our third-party signed VPAT (Voluntary Product Accessibility Template) certifies OpenBook as WCAG 2.0 Level "AA" compliant.

Key Features:

- Interactive drill-down charts, dynamic graphs, maps, and embedded narratives to present financial data in a citizen-friendly format.
- Certified WCAG 2.0 Level AA accessibility ensuring inclusive access for all users, regardless of ability.
- Real-time synchronization with Euna Budget's core data, ensuring external stakeholders receive timely and accurate information.
- Mobile-responsive design delivering seamless experiences across desktops, tablets, and smartphones.
- Controlled data publication allowing for granular control of which datasets are shared publicly or restricted internally.
- GIS-enabled mapping for capital project transparency, allowing users to visually explore infrastructure investment locations.
- Descriptive text, pop-up explanations, and spotlight features for enhanced storytelling.



Sample OpenBook Spotlights landing page

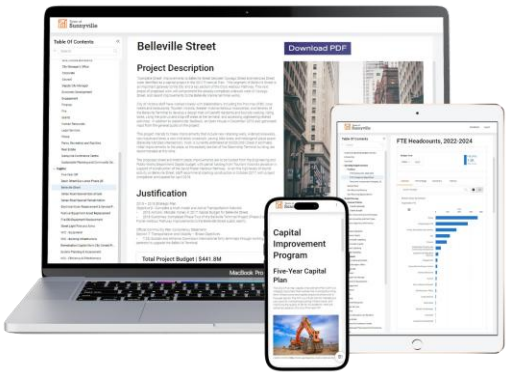


Budget - Capital Investments

Euna Budget Book Studio

With Euna's **Budget Book Studio** (BBS) component, the City can have a GFOA and ADA-compliant solution with best-in-class accessibility support, a budget book that contains authentic reports as opposed to screenshots of reports, the ability to copy from Excel, content that is fully 'searchable,' and powerful collaboration tools.

BBS is a user-friendly and comprehensive document management and financial reporting tool that enables organizations to create, collaborate, edit, approve, and publish a digital annual budget document, which can also be printed to PDF, without the headaches of managing multiple spreadsheets, version control issues, manual updates, and duplicating content.



Key features include:

- Templated design out-of-the-box provides a project jumpstart for public sector customers
- Industry-leading Accessibility support
- Build and publish modern ACFRs with new financial statement capabilities, custom reporting, and a fully digital, accessible format.

- Data synchronized from Euna Budget with push button updates
- Workflow and Approvals to coordinate large teams
- Collaboration (Annotations with in-app chat and notifications)
- Variables provide centrally managed placeholders for key data
- GFOA checklist to track award compliance and prepare submission
- Versioning (Publish internal versions for review, multiple public versions for annual release, followed by mid-year/mid-biennium update)
- Responsive design for phones and tablets
- PDF export allows users to meet printing requirements

BBS is directly integrated with Euna Budget, allowing for seamless refreshing of budget information on-demand. Paired with Euna's OpenBook Interactive Online Transparency solution, the City can provide its community, presumably comprised heavily of individuals without a financial background, with an easy to consume and complete understanding of your budget.



Euna Budget Book Studio sample screenshot

ACFR

Budget Book Studio includes a comprehensive ACFR (Annual Comprehensive Financial Report) reporting feature designed to streamline the preparation and presentation of financial statements in compliance with public sector accounting standards. BBS supports the creation of required financial schedules, statistical sections, and narrative content, ensuring alignment with GASB guidelines. The

module allows for easy integration of financial data, automated updates to tables and charts, and the inclusion of management discussion and analysis (MD&A) content.

Financial reports

Euna Budget's Financial Statements component enables users to configure and generate all three major financial statements, including Income Statements, Balance Sheets, and Cash Flow Statements. Each of the financial statement options includes both a current statement and the ability to look forward using an organization's own projections. Several out-of-the-box reports are included for major statements, annual projections, and detailed projections.

PAFR

PAFR (Popular Annual Financial Report) reporting is currently on our Euna Budget development roadmap, with planned release later this year. This upcoming feature will enable the creation of simplified, citizen-friendly financial reports that promote transparency and public engagement.

Other reports available

Euna Budget is an effective budget development and management solution that also provides a robust reporting tool (Report Center), giving the City's users the flexibility to run standard, ad-hoc, and customized (configured) reports at the touch of a button, subject to the user's security roles.

Appendix A – Forms

Euna Business License – California Certificate of Status

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	Euna Solutions, Inc.
Entity No.:	6448529
Registration Date:	11/04/2024
Entity Type:	Stock Corporation - Out of State - Stock
Formed In:	DELAWARE
Status:	Active

The above referenced entity is active on the Secretary of State's records and is qualified to transact intrastate business in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of December 19, 2024.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 276687736

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at bizfileOnline.sos.ca.gov.

RESPONDENT SIGNATURE / COVER PAGE

Exhibit B

RFP No. 26-001-1500 Title: The City of Palmdale Budget Management and Publishing Softw

1. **RESPONDENT**

Firm Name: Euna Solutions, Inc.

Contact Name: Carlos Perez

Principal Address: 1155 Perimeter Center West, Suite 500, Sandy Springs, GA 30338

Local Address: N/A

Phone: 1-844-226-3862 Fax: N/A

Email: Carlos.Perez@eunasolutions.com

Structure [ ] Sole Proprietor [] Partnership [☒] Corporation [ ] Joint Venture

Tax ID No: 99-4080810 California Contractor License No: N/A

Department of Industrial Relations (DIR) Registration No. N/A

Registration Date: N/A Expiration Date: N/A

2. Prices:

A. Prices shall be F.O.B. Destination or for the service rendered.
B. Payment Terms: Net 45
C. Proposers shall honor proposal prices for one hundred twenty (120) days or for the stated contract period whichever is longer.

THIS PROPOSAL IS BEING SUBMITTED BY:

The undersigned offers and agrees to furnish the goods or services at the price(s) entered herein subject to the terms and conditions attached hereto. I CERTIFY that (1) the proposal document has been read and understood and that all of the conditions contained therein are acceptable, (2) I have thoroughly examined and become familiar with the specifications and/or scope of services outlined in this solicitation and further, to the best of my knowledge the information contained in this bid proposal is accurate and complete and that (3) I have the legal authority to commit this firm to a contractual agreement.

Printed Name: Andrew Stolz Title: Vice President of Sales

Signature: Andrew Stolz Date: December 17, 2025

Exhibit C

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Euna Solutions, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

1155 Perimeter Center West, Suite 500

Requester's name and address (optional)

6 City, state, and ZIP code

Sandy Springs, GA 30338

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number

9 9 – 4 0 8 0 8 1 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Justin Kerr Date 05/02/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

AFFIDAVIT OF NON-COLLUSION and NON-DISCRIMINATION

Exhibit D

I hereby swear (or affirm) under the penalty of perjury:

A. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor;

B. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

C. No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership, or corporation to submit or not submit a proposal for the purpose of restricting competition.

D. The Bidder/Proposer does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, sexual orientation, gender identity, national origin, or disability, and that it complies with all applicable Federal, State and local laws and executive orders regarding employment.

In connection with the performance of work under this contract, the Bidder or Proposer agrees as follows:

1. The Bidder or Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, gender identity, national origin, or ancestry. The Bidder or Proposer shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, national origin, sex, sexual orientation, gender identity, or ancestry.

2. In the event of the Bidder's or Proposer's non-compliance with this non-discrimination clause, the Bidder or Proposer may be canceled or terminated. The Bidder or Proposer may be declared ineligible for further contracts with the City of Palmdale until satisfactory proof of intent to comply shall be made by the Bidder or Proposer.

3. The contract agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

I have read the above stated clauses and agree to abide by its requirements.

Authorized Signature: Andrew Stolz Printed Name/Title: Andrew Stolz

Company Name: Euna Solutions, Inc. Doing Business As: N/A

CERTIFICATION OF INSURABILITY

Exhibit E

I hereby swear (or affirm) under the penalty of perjury:

As an authorized representative of the proposing company, should our Company be determined to be the Successful Proposer, our Company will promptly provide such proof of insurance to the City within five (5) business days in reply to the CITY's *Notice of Intent to Award*. The CITY will remind the Apparent Successful Proposer in the *Notice of Intent to Award* letter. Proof of insurance requirements may be submitted electronically to the email address below with the RFP Number and Title referenced in the Subject field:

To: Purchasing@cityofpalmdale.org

Contracts will not be executed until formal proof of all required insurance(s) pursuant to **Attachment B** – *Sample Contract for Services* for **RFP No. 26-001-1500** **Title: Budget Management and Publishing Sof** have been received and approved by the CITY. It is agreed that the Apparent Successful Proposer shall maintain in force at all times during the performance of the engagement all policy or policies of insurance.

If the CITY requires corrections (i.e., limits, endorsements) the Successful Proposer has five (5) days from such request to complete all corrections. Failure to meet these deadlines will allow the CITY the right to reject the Proposer's proposal as non-responsive and proceed to the next finalist.

I hereby assure City of Palmdale that the company has or is able to procure the insurance coverage(s) required should the Company be awarded the Contract and shall maintain all the insurance requirements by the submission of this offer.

Euna Solutions, Inc.

Proposer Company Name

Andrew Stolz

Signature of Authorized Representative signing on behalf on Proposer

Andrew Stolz

Print Name of Authorized Representative of Proposer Company

December 17, 2025

Date

Exhibit F

The Bidder must provide a declarative (yes/no) answer regarding the following questions. If any answer is affirmative, the Bidder must provide full details about the matter. While not an automatic cause for disqualification, an affirmative answer may result in an evaluation of the Bidder's responsibility. A decision will then be made based on the seriousness of the matter, the matter's possible impact on the performance of the contract, and the best interests of the City of Palmdale.

Within the past five (5) years:

ITEM	DISCLOSURE STATEMENT	YES	NO
A.	Has the Bidder and/or subject company had a contract terminated for default or cause?	☐	☒
B.	Has the Bidder and/or subject company been assessed any penalties, including liquidated damages, under any of its existing or past contracts with any organization or governmental entity?	☐	☒
C.	Has the Bidder and/or subject company been the subject of any governmental action limiting the right of the Bidder and/or subject company to do business with that entity or any other governmental entity?	☐	☒
D.	Has trading in the stock of the subject company ever been suspended? Give date and explanation.	☐	☒
E.	Has the Bidder and/or subject company previously operated as a like-kind business under any other business name and/or taxpayer identification number?	☒	☐
F.	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the subject company, filed bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding?	☐	☒

By the signature affixed to **Exhibit B** – *Offer Signature / Cover Page* of this Solicitation, Respondent hereby certifies that the above information is true and accurate.

This completed form must be returned as part of the bid response. Failure to complete this page may deem your bid not responsive.

CLIENT REFERENCES

Exhibit G

The following is a list of four (4) references that most closely reflect similar projects to the scope of services/work of the City of Palmdale within the past three (3) years. References will be asked to complete a questionnaire and asked to return it to the Purchasing Division directly by a designated date and time. It is the Respondent's responsibility to ensure that Reference Contacts are willing to provide a reference. To expedite the evaluation process the City requests accurate email and/or fax number information be provided.

Reference #1

Name of Organization: City of Concord, CA

Address: 1950 Parkside Drive, Building C, Concord, CA 94519

Email Address: kylie.hicks-carrera@cityofconcord.org Fax: N/A

Telephone: (925)-671-3046 Contact Name: Kylie Hicks-Carrera

Contact Title: Acting Budget & treasury Officer Service Dates: 2013-Present

Project Manager: N/A Bid No. (if applicable) RFP# 2273

Summary of Project: City Wide Budget Management Software

The City of Concord implemented a Euna Budget Professional solution in 2013, including the Operating, Capital, and Personnel budgeting modules.

Project Cost: $179,959.83 – Year 1

Reference #2

Name of Organization: City of Santa Ana, CA

Address: 20 Civic Center Plaza (M-17), P.O. Box 1988, Santa Ana California 92702

Email Address: smccarron@santa-ana.org Fax: N/A

Telephone: (714)-647-6539 Contact Name: Shannon McCarron

Contact Title: Budget & Research Manager Service Dates: 2025-Present

Project Manager: N/A Bid No. (if applicable) N/A

Summary of Project: The City of Santa Ana implemented a Euna Budget Professional solution in 2025, including the

Operating, Personnel, and Capital budgeting modules together with Budget Book Studio and OpenBook.

Project Cost: $67,865.23- Year 1

Reference #3

Name of Organization: City of Whittier, CA

Address: 13230 Penn Street, Whittier California, 90602

Email Address: tpham@cityofwhittier.org Fax: N/A

Telephone: (562)-567-9815 Contact Name: Tram Pham

Contact Title: Interim Director of Finance Service Dates: 2022-Present

Project Manager: N/A Bid No. (if applicable) N/A

Summary of Project: The City of Whittier implemented a Euna Budget Pro solution in 2022 , including the Operating, Personnel, and Capital budgeting modules together with OpenBook.

Project Cost: $24,625 – Year 1

Reference #4

Name of Organization: Sacramento Area Council of Governments

Address: 1415 L Street, Suite 300, Sacramento California 95814

Email Address: lsu@sacog.org Fax:N/A

Telephone: (916)-340-6212U Contact Name: Loretta Su

Contact Title: Finance Director Service Dates: 2022-Present

Project Manager: N/A Bid No. (if applicable) N/A

Summary of Project: Sacramento Area Council of Governments implemented a Euna Budget Pro solution in 2022. They deployed Operating, Personnel, Capital budgeting modules, along with the OpenBook transparency module.

Project Cost: $56,500 – Year 1

DEVIATIONS and/or EXCEPTIONS FORM

Exhibit H

[ ] Specifications and/or Requirements

[X] Contract for Services Provisions (No exceptions and/or deviations to insurance requirements allowed)

All deviations and/or exceptions to the requirements of this solicitation must be noted below. The City will consider any deviations and/or exceptions indicated in its award decisions. The City reserves the right to accept or reject any and all responses based on any deviation and/or exception indicated on this form. Respondents are cautioned that by taking any exception they may be materially deviating from the RFP. **Please do not attach a company letterhead in lieu of any entry on the section below.** In the absence of any entry on the section below, the bidder assures the City of their full compliance with the specification and conditions as listed in this solicitation. The page number, paragraph, and item number should be referenced when deviating from the specification and must be included.

The City reserves the right to reject any or all cost proposals as a result of this RFP and to waive any informality or irregularity in any bid proposal received and to be the sole judge of the merits of the respective cost proposals received, and to accept or further negotiate cost, terms, or conditions of any cost proposal determined by the City to be in the best interest of the City even though not the lowest cost proposal. **This form may be duplicated if additional pages are needed.**

Reference No. **Description**

Section 5.1 – Records.

Our standard retention period is two years.

Section 5.2 Property of CITY

Request striking this language and replacing with our standard Intellectual Property language as outlined in our EULA and included below. We do not anticipate generating work product specific to the City, but to the extent we do, we are open to licensing it to the City. "Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of CITY shall be owned by CONTRACTOR. CONTRACTOR hereby grants CITY a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable CITY to make reasonable use of the Deliverables and the Professional Services.

SAAS IP and Documentation. CITY acknowledges that, as between CITY and CONTRACTOR, CONTRACTOR owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products."

Section 9. Indemnification

Request striking existing language and replacing with the below. We are open to negotiating a broader indemnity for negligence and violation of law, but this must be limited to third party claims. "CONTRACTOR shall indemnify, defend, and hold harmless CITY and its agents, officers, directors and employees ("CITY Parties")

from and against any and all losses, damages, liabilities, costs, including reasonable attorneys' fees ("Losses") incurred by CITY Parties resulting from any third-party claim, suit, action or proceeding ("Third Party Claim") that the SaaS, Software or Hardware, or any use of the SaaS, Software or Hardware in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or for any Third Party Claim based on CONTRACTOR's gross negligence or willful misconduct."

Section 11. Termination Without Cause

We are happy to offer a 30-day termination for convenience. We provide long-term pricing and amortize the cost of the software along with support and maintenance over the term of the contract. If there is a term for convenience, we need to recover the software license cost. Please see proposed revised language. "City may terminate this Agreement without cause by giving thirty (30) days advance written notice to CONTRACTOR of its election to terminate this Agreement pursuant to this provision. In the event of such termination, City agrees to pay a "SaaS Recovery Amount" equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form."

Section 12. Termination For Cause

Euna requests mutual termination for cause. Euna will not agree to any refund language or to incur any costs as a result of City hiring another Contractor, if City terminates the Agreement.

Section 14. Ownership of Product

As stated above, we do not anticipate generating work product specific to the City, but to the extent we do, we are open to licensing it to the City. "Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of CITY shall be owned by CONTRACTOR. CONTRACTOR hereby grants CITY a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable CITY to make reasonable use of the Deliverables and the Professional Services. SAAS IP and Documentation. CITY acknowledges that, as between CITY and CONTRACTOR, CONTRACTOR owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products."

Section 15. Assignment

We are owned by private equity based in the USA. We may need to assign due to a change of control during an asset sale. We could provide notice, but should not need consent so long as the change of control involves another similarly situated USA legal entity. Euna requests striking the existing language and replacing with the following: "Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve CITY of any of its obligations under this Agreement. Notwithstanding the foregoing, CONTRACTOR may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of CONTRACTOR's assets without CITY's consent."

Section 21. Entire Agreement and Amendments

Since this Agreement will cover software-as-a-service, we will need to include the EULA as an exhibit to the

Agreement so that the license terms are included. It is available online at: https://eunasolutions.com/eula/ and a word version has been provided in our submission.

Section 22. Attorney's Fees

Euna rejects Attorney's Fees language and requests intentional omission of Section 22.

Euna Solutions, Inc.

Company Name

Andrew Stolz

Printed Name and Title

Andrew Stolz

Authorized Signature

IRAN CONTRACTING ACT VERIFICATION

Exhibit I

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of $1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; orb) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, check the correct option below and insert your supplier or financial institution name and Federal ID Number. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

☒ **OPTION #1 - THIS PROJECT IS LESS THAN $1,000,000.**

By (Authorized Signature) Andrew Stolz	*Date Executed* December 17, 2025
Printed Name and Title of Person Signing Andrew Stolz	

◯ **OPTION #2 – CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the suppler/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

Supplier Name/Financial Institution	*Federal ID Number (or n/a)*

By (Authorized Signature)	*Date Executed:*
Printed Name and Title of Person Signing:	

OPTION #3 - EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

Supplier Name/Financial Institution	*Federal ID Number (or n/a)*
By (Authorized Signature)	*Date Executed*
Printed Name and Title of Person Signing	

EUNA Budget Pro

City of Palmdale, CA Price Quote

Prepared for:

City Of Palmdale CA
Procurement Team

12-18-2025

Prepared by:

Carlos Perez
Senior Account Executive
carlos.perez@eunasolutions.com

This proposal is subject to a review of your Chart of Accounts and a review of the statement of work.



EUNA Budget Pro

Price Quote

ORDER DETAILS	
Quotation ID#	City of Palmdale CA - 12162025
Pricing Valid Through	**06-15-2026**

DESCRIPTION	QUANTITY	AMOUNT
Euna Budget Framework – All Modules		
Operating License Seats	Unlimited	
Personnel Planning and Budgeting License Seats	Unlimited	
Capital License Seats	Unlimited	
Unlimited Read-only Licenses	Included	
Performance Measures	Included	
Allocations	Included	
Statistical Ledger	Included	
Open Book Transparency	Included	
Budget Book Studio, ACFR	Included	
Euna Budget Year 1 Software Subscription (including software, maintenance, support, and hosting)		**$63,500.00**
Professional Services (Per Statement of Work)		
Planning and Analysis	Included	
Installation	Included	
Data Load and Verify	Included	
Accounting Integration	Included	
Training	Included	
Project Management	Included	
Single Sign On	Included	
Automated Integrations to ERP: Tyler Munis • **Operating:** *Actuals Import, Budget Export, Amended Budget Export* • **Capital:** *Actuals Import, Budget Export, Amended Budget Export*	Included	
Total Euna Professional Services (one-time fee)		**$66,950.00**
	GRAND TOTAL:	**$130,450.00**

EUNA solutions

EUNA Budget Pro

Price Quote

ORDER DETAILS

Quotation ID#	City of Palmdale CA -12182025
Pricing Valid Through	**06-15-2026**

ANNUAL FEES	AMOUNT
Year 1 (SaaS and Professional Services)	$130,450.00
Year 2 (Includes 3% increase)	$65,405.00
Year 3 (Includes 3% increase)	$67,367.15
TOTAL 3 YEAR CONTRACT	**$263,222.15**
Option for two (2) additional one (1) year terms	
Year 4 Option (Includes 3% increase)	$69,388.16
Year 5 Option (Includes 3% increase)	$71,469.81

- Euna Budget annual subscription is based on 3-year term with the option to extend for two (2) additional one (1) year terms.
- Above pricing in US dollars.
- Applicable taxes extra.

TERMS OF PAYMENT

Software	• 100% upon Contract Effective Date (Net 30) • Year 2 is due 365 days from Contract Effective Date and annually thereafter.
Professional Services	• 25% due the earlier of software installation or 30 days from Contract Effective Date • 25% due the earlier of historical Operating budget available for validation or 60 days from Contract Effective Date • 25% due the earlier of Operating actuals import integration configuration created and tested or 90 days from Contract Effective Date • 25% due the earlier of Operating actuals import integration configuration created and tested or 120 days from Contract Effective Date

EUNA solutions

End User License Agreement

This agreement, including all documents referenced and incorporated below and the Order Form which by this reference is incorporated herein (collectively, this "**Agreement**"), is a binding agreement between Euna Solutions, Inc. (referred to as "**Licensor**" or "**EUNA**," as part of the EUNA brand) and the entity identified on the Order Form as the Customer ("**Customer**"). EUNA and Customer are sometimes individually referred to as a "**Party**" and collectively referred to as the "**Parties**." The Parties agree as follows:

LICENSOR PROVIDES THE SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE AND DOCUMENTATION SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND FULLY COMPLIES WITH THEM. BY CHECKING THE "ACCEPT" BOX ON THE ORDER FORM OR ISSUING A PURCHASE ORDER AFTER REVIEWING THESE TERMS YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS AND CONDITIONS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, LICENSOR WILL NOT AND DOES NOT LICENSE OR PROVIDE THE SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE OR OTHER DELIVERABLE TO CUSTOMER AND YOU MUST NOT DOWNLOAD, USE OR ACCESS THE SAAS OFFERING, SOFTWARE OR DOCUMENTATION OR OTHERWISE RECEIVE THE PROFESSIONAL SERVICES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT WITHOUT AN APPLICABLE ORDER FORM AND PAYMENT OF ALL REQUIRED FEES, COSTS AND AMOUNTS. THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT CONCERNING ANY SAAS OFFERING, PROFESSIONAL SERVICES, SOFTWARE OR DOCUMENTATION THAT CUSTOMER DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SAAS OFFERING, SOFTWARE OR DOCUMENTATION.

1. Definitions.
    1. "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SAAS Offering under the rights granted to Customer pursuant to this Agreement and the applicable Order Form, and (ii) for whom access to the SAAS Offering has been purchased hereunder.
    2. "**Confidential Information**" means any information relating to a Disclosing Party (as defined in Section 9), its business, technology, suppliers, licensors, resellers, distributors, customers, and third parties to whom the Disclosing Party has an obligation of confidentiality, whether in tangible or intangible form, which is either marked or designated as "confidential" or "proprietary," or disclosed under circumstances indicating its confidential or proprietary nature, or otherwise would be known to be confidential or proprietary by a reasonable person.
    3. "**Customer Data**" means, other than Diagnostic Data, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SAAS Offering or Professional Services, as applicable.
    4. "**Deliverable**" means all documents, work product and other materials that are delivered to Customer under this Agreement or prepared by or on behalf of the EUNA in the course of performing the Professional Services or providing the SAAS Offering, including any items identified as such in the applicable Order Form.
    5. "**Diagnostic Data**" means all aggregated and de-identified information that EUNA's systems or applications automatically collect regarding Customer's use of the SAAS Offering and its performance, including to compile statistical and performance information related to the provision and operation of the SAAS Offering.
    6. "**Documentation**" means the applicable training, informational or support videos and documentation relating to (i) the use of and access to the SAAS Offering and (ii) any error corrections, bug fixes, enhancements, improvements, new releases, maintenance releases and updates thereto, provided by EUNA to Customer in any format.
    7. "**Fees**" means the fees set forth in the applicable Order Form.
    8. "**Intellectual Property Rights**" (i) all United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by applicable Law, including all copyright registrations issued by the United States Register of Copyrights and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered or unregistered, trademarks, service marks, domain names, trade names and trade dress, and all goodwill relating thereto; (iv) all rights in all trade secrets, know-how, and confidential information; and (v) other intellectual property rights protectible under any Laws or international conventions throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement or misappropriation thereof.
    9. "Law" means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of law in the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority.
    10. "**Order Form**" means the order form between the Parties that incorporates this Agreement.

11. "**Public Facing Software**" means a portion of the Software made available by the Customer to members of the general public.
12. "**SAAS IP**" means the SAAS Offering and the Documentation. For the avoidance of doubt, SAAS IP includes proprietary data structures, database schemas, metadata, Diagnostic Data and any information, data, or other content derived from EUNA's monitoring of Customer's access to or use of the SAAS IP but does not include Customer Data.
13. "**SAAS Offering**" means the software-as-a-service offering, including any integrated platform offering, as set out in the applicable Order Form.
14. "**Professional Services**" means the services set out in the applicable Order Form and any associated statement of work attached or referenced in the Order Form ("Statement of Work"), if applicable.
15. "**Term**" has the meaning set forth in Section 0.
16. "**Third-Party Products**" means any third-party products described in the applicable Order Form provided with or incorporated into the SAAS Offering.
17. ProfessionalServices. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA shall provide to Customer the Professional Services in accordance with the applicable Order Form and Statement of Work.
18. Software Subscription.
19. Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, EUNA hereby grants Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) right to access and use the SAAS Offering during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. EUNA shall provide to Customer the necessary information to allow Customer to access the SAAS Offering. The total number of Authorized Users will not exceed the number set forth in the applicable Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.
20. Public Facing Software. Notwithstanding the definition of Authorized Users, Customer is permitted to provide access to its constituents that are solely utilizing public facing functionalities of the SAAS Offering that do not otherwise require a specific license from EUNA.
21. Documentation License. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 22) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the SAAS Offering.
22. Optional Features. EUNA shall provide all extensions, enhancements, and other changes, which are logical improvements to the SAAS Offering and to which EUNA makes generally available on a commercial basis, without charge, to other licensees of the EUNA SAAS Offering. Updates do not include any new software products that are then made generally available on a commercial basis as separate, price-listed options or additions to the SAAS Offering nor do they include any Professional Services that may be required for implementation.
23. Use Restrictions. Customer shall not use the SAAS Offering for any purposes beyond the scope of the access granted in this Agreement or the applicable Order Form. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SAAS Offering or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SAAS Offering or Documentation to a third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SAAS Offering, in whole or in part; (iv) remove any proprietary notices from the SAAS Offering or Documentation; or (v) use the SAAS Offering or Documentation in any manner or for any purpose that causes such SAAS Offering or Documentation to infringe, misappropriate, or otherwise violate any Intellectual Property Right or other right of any person, or that violates any applicable Law.
24. Suspension. Notwithstanding anything to the contrary in this Agreement, EUNA may temporarily suspend Customer's and any Authorized User's access to any portion or all of the SAAS Offering if: (i) EUNA reasonably determines that (A) there is a threat or attack on any of the SAAS IP; (B) Customer's or any Authorized User's use of the SAAS IP disrupts or poses a security risk to the SAAS IP or to any other customer or vendor of EUNA; (C) Customer or any Authorized User is using the SAAS IP for fraudulent or illegal activities; (D) subject to applicable Law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) EUNA's provision of the SAAS Offering to Customer or any Authorized User is prohibited by applicable Law; (ii) any vendor of EUNA has suspended or terminated EUNA's access to or use of any third-party services or products required to enable Customer to access or use the SAAS Offering each a ("**Service Suspension**"). EUNA shall use commercially reasonable efforts to resume providing access to the SAAS Offering as soon as reasonably possible after the event giving rise to the Service Suspension is investigated, contained, remediated, and cured. EUNA will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.
25. Diagnostic Data. Notwithstanding anything to the contrary in this Agreement, EUNA may monitor Customer's use of the SAAS Offering and collect and compile Diagnostic Data. As between EUNA and Customer, all right, title, and interest in Diagnostic Data, and all Intellectual Property Rights therein, belong to and are retained solely by EUNA. Customer acknowledges that EUNA may compile Diagnostic Data based on Customer Data input into the SAAS Offering. Customer agrees that EUNA may (i) make Diagnostic Data publicly available in compliance with applicable Law, and (ii) use Diagnostic Data to the extent and in the manner permitted under applicable Law. EUNA agrees to process Customer Data available in accordance with EUNA's privacy policy which is available upon request and online at https://Eunasolutions.com/privacy-policy/ (https://eunasolutions.com/privacy-policy/). EUNA may update its privacy policy from time to time and such updated privacy policy will be effective and applicable upon posting.
26. Customer Obligations.
27. For ProfessionalServices. In connection with the Professional Services, Customer shall:

(i) cooperate with EUNA in its performance of the Professional Services and provide access to Customer's premises, employees, contractors, and equipment as required to enable EUNA to provide the Professional Services;

(ii) provide Cooperation, as defined herein, and perform Customer facing milestones and Customer deliverables necessary to enable EUNA to continue to perform under the Order Form and Statement of Work; and

(iii) take all steps necessary, including obtaining any required licenses or consents, to prevent Customer-caused delays in EUNA's provision of the Professional Services.

1. For the SAAS Offering. In connection with the SAAS Offering:

(i) Customer agrees to be responsible and liable for all uses of the SAAS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer agrees to be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the SAAS Offering and shall cause Authorized Users to comply with such provisions.

(ii) EUNA may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions.

(iii) EUNA will use commercially reasonable efforts to implement the SAAS Offering. Customer acknowledges and agrees that Customer's timely provision of (and EUNA's access to) Customer's assistance, cooperation and complete and accurate decisions, data, information, hardware and software from Customer officers, agents and employees as is reasonably requested by EUNA (collectively, "**Cooperation**") is essential to the implementation and operation of the SAAS Offering, and that EUNA shall not be liable for any deficiency, delay or failure in implementing or operating the SAAS Offering if such deficiency, delay or failure results from Customer's failure to provide full Cooperation as required hereunder. Cooperation will include designating a project manager to interface with EUNA during the course of EUNA's implementation or provision of the SAAS Offering. If Customer repeatedly fails to provide Cooperation, EUNA may terminate this Agreement in accordance with Section 10(b)(ii).

5. Fees and Expenses.
6. Fees. Except for Fees that Customer has successfully disputed, Customer shall pay the Fees without offset or deduction. Unless otherwise provided in the applicable Order Form, US Customers shall pay the Fees in US dollars within thirty (30) days from the date of the applicable invoice and Canadian Customers shall pay the fees in CAD dollars within thirty (30) days from the date of the applicable invoice. If Customer fails to make any payment when due, without limiting EUNA's other rights and remedies: (i) EUNA may charge interest on the past due amount at the rate of 1% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law; (ii) if such failure continues for thirty (30) days or more, and in addition to all other remedies available under this Agreement or at law (which EUNA does not waive by the exercise of any rights hereunder), EUNA may suspend Customer's and its Authorized Users' access to any portion or all of the ProfessionalServices and the SAAS Offering until such amounts are paid in full.
7. Taxes. Fees do not include any taxes. Customer is exempt by Law from payment of State and local sales tax and federal excise tax. In the event that taxes are assessed by any governmental body on any Deliverable provided under this Agreement, in which Customer is not exempted from paying, EUNA shall have the option to terminate the Agreement in lieu of assessment of the taxes against EUNA, provided however that Customer shall have the option to pay EUNA all such tax amounts which have been properly invoiced, at Customer's discretion, to avoid termination of this Agreement. Customer shall provide EUNA with a valid tax exemption certificate upon request.
8. Service Levels and Support.
9. Service Levels. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to make the SAAS Offering available in accordance with the service levels set out in the provided service level documentation posted from time to time on EUNA's website at www.eunasolutions.com/sla/ (http://www.eunasolutions.com/sla/) (the "**Service Level Agreement**").
10. Support. Subject to and conditioned upon Customer's payment of Fees and compliance with the terms and conditions of this Agreement, EUNA will use commercially reasonable efforts to provide the support services described in the support services documentation posted from time to time on EUNA's website at www.eunasolutions.com/sla/ (http://www.eunasolutions.com/sla/) (the "**Service Level Agreement**").
11. Updates. EUNA reserves the right to modify the Service Level Agreement from time to time effective immediately by posting an updated policy at the links referenced above. EUNA's support obligations extend solely to Customer's designated support contacts. Customer acknowledges and agrees that, as between Customer and EUNA, Customer shall be solely responsible to provide any and all support to all other third parties. Unless otherwise stated in the Service Level Agreement, EUNA shall not have any obligation to provide support services to any third parties.
12. Representations, Limited Warranties, and Disclaimer.
13. Representations. Each Party hereby represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required hereunder; and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is bound or any obligation of such Party.
14. Warranties for ProfessionalServices. EUNA warrants that it will perform the Professional Services:

(i) in accordance with the terms and subject to the conditions set out in the respective Statement of Work or Order Form and this Agreement;

(ii) using personnel of commercially reasonable skill, experience, and qualifications; and

(iii) in a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

1. Warranties for the SAAS Offering. EUNA warrants that during the Term, the SAAS Offering will conform in all material respects to the Documentation when accessed and used in accordance with the Documentation. EUNA does not make any warranties, representations or guarantees regarding uptime or availability of the SAAS Offering except to the extent specifically included in the applicable Service Level Agreement. THE FOREGOING WARRANTIES, REPRESENTATIONS AND GUARANTEES DO NOT APPLY AND EUNA STRICTLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO ANY THIRD-PARTY PRODUCTS OR ANY FAILURE IN PERFORMANCE CAUSED BY THIRD-PARTY PRODUCTS.
2. Remedies. EUNA's sole and exclusive liability and Customer's sole and exclusive remedy for breach of the warranties, representations and guarantees in this Agreement shall be as follows:

(i) EUNA shall use reasonable commercial efforts to promptly cure any such breach; provided, that if EUNA cannot cure such breach within sixty (60) days after Customer's written notice of such breach, Customer may, at its option, terminate this Agreement by serving written notice of termination.

(ii) For Professional Services, Customer's remedy for breach of the foregoing warranties, representations and guarantees shall be the re-performance of the relevant Professional Services free of charge to the extent the breach was caused solely by EUNA. The foregoing remedy shall not be available unless Customer provides written notice of such breach (which notice reasonably describes the breach and the deficiencies identified by Customer) within thirty (30) days after delivery of such Professional Service or Deliverable to Customer.

(iii) For any such breach involving a failure to meet the commitments in the Service Level Agreement, EUNA's sole obligation and Customer's exclusive remedy shall be for EUNA to perform the remedies set forth in the Service Level Agreement.

1. Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION OF THE AGREEMENT, THE PROFESSIONALSERVICES, DELIVERABLES, SAAS OFFERING AND EUNA IP ARE PROVIDED "AS IS" AND EUNA HEREBY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND GUARANTEES WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. EUNA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION, EUNA MAKES NO WARRANTY, REPRESENTATION OR GUARANTEE OF ANY KIND THAT THE PROFESSIONAL SERVICES, DELIVERABLES, EUNA IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S, AN AUTHORIZED USER'S, OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER PROFESSIONAL, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.
2. Intellectual Property.
3. Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of Customer shall be owned by EUNA. If any derivative work is created by Customer from the SaaS Offering EUNA shall own all right, title and interest in and to such derivative work.
4. SAAS IP and Documentation. Customer acknowledges that, as between Customer and EUNA, EUNA owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products.

5. Customer Data. EUNA acknowledges that, as between EUNA and Customer, Customer either (i) owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data or (ii) has a valid license with the right to sublicense the Customer Data to EUNA as provided herein. Customer hereby grants to EUNA a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for EUNA to provide the SAAS Offering to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Diagnostic Data. Customer represents, warrants and agrees that: (A) it will comply with applicable Law, including the Laws of the territories and jurisdictions from which any Customer Data is obtained or pertains, in collecting, using, disclosing, transmitting and in soliciting the transmission of Customer Data into or with the SAAS Offering as contemplated under this Agreement; (B) prior to transmitting (or soliciting the transmission of) any Customer Data to EUNA through the SAAS Offering, Customer shall have all applicable consents and approvals required for the transmission of such Customer Data to EUNA; and (C) EUNA's use, storage, disclosure and other processing of Customer Data in accordance with this Agreement or Customer's instructions or direction will not cause EUNA or any of its vendors to violate any applicable Law or infringe the rights of any individual or third party.
6. Passwords. Customer is responsible for the confidentiality and use of its passwords, other credentials, and account, and in no event shall EUNA be liable for any loss of information of Customer or other claims arising from unauthorized access to the SAAS Offering as a result of the failure by Customer to protect the confidentiality of its passwords, other credentials or account.
7. Prohibited Information. Except as necessary to utilize the SAAS Offering, Customer shall not transmit, disclose or otherwise provide (or cause or allow to be transmitted or provided to EUNA): (i) health information, medical information, health insurance card information, policy identification numbers, or any other information that would cause EUNA to be classified as a "business associate" under the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") or similar designation under other Laws, (ii) information that causes EUNA to be subject to any Laws beyond those Laws generally applicable to all cloud service providers, (iii) security passwords or credentials, and/or (iv) data revealing race, ethnicity, political opinions, religion, sexual orientation, philosophical beliefs or trade union membership or any other information identified under applicable Law as "sensitive information," "private information," or like designation (collectively, "**Prohibited Information**"). If Customer transmits or provides to EUNA any Prohibited Information, Customer shall indemnify and hold EUNA harmless from and against any claims and liability arising from the transmission to EUNA of any Prohibited Information or any processing of such information by EUNA, and EUNA shall have no liability or obligation whatsoever with respect to such Prohibited Information or Customer Data provided to EUNA.
8. Feedback. If Customer or any of its employees or contractors provides, sends or transmits any communications or materials to EUNA by mail, email, telephone, or otherwise, suggesting or recommending changes to the SAAS Offering, Documentation, Software, Professional Services, or any of EUNA's Intellectual Property Rights, including without limitation, the SAAS IP and new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), EUNA is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns and agrees to assign to EUNA, and will cause its employees, contractors and/or agents to assign to EUNA, all right, title, and interest in and to the Feedback, including all Intellectual Property Rights in the Feedback, to EUNA without further consideration. EUNA is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other Intellectual Property Rights contained in the Feedback, for any purpose whatsoever, although EUNA is not required to use any Feedback.
9. Reservation of Rights. EUNA reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title, or interest in or to the ProfessionalServices or SAAS IP.
10. Confidentiality.
11. Generally. From time to time during the Term, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**") Confidential Information. Confidential Information shall at all times remain the property of the Disclosing Party. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party protects its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (C) except as permitted in this Agreement, not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives (including EUNA's affiliates and third party service providers) who need to know the Confidential Information to assist the Receiving Party, act on its behalf, or to exercise its rights or perform its obligations under this Agreement. The obligations in this section do not apply to Confidential Information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's possession prior to the Disclosing Party's disclosure hereunder; or (iv) was or is independently developed by the Receiving Party without using any Confidential Information of the Disclosing Party.
12. Permitted Disclosures. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required to establish a Party's rights under this Agreement, including to make required court filings. If a Receiving Party is faced with judicial or governmental action to disclose Confidential Information of the Disclosing Party, the Receiving Party must, if legally permissible, notify the Disclosing Party forthwith and, at the Disclosing Party's request, provide reasonable assistance in opposing such action at the Disclosing Party's cost and expense.
13. Destruction. On the expiration or termination of the Agreement, the Receiving Party shall promptly destroy or securely archive, in accordance with its standard information retention practices, all copies of the Disclosing Party's Confidential Information in its possession or control and, upon request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed or archived in accordance with this Section. Notwithstanding the foregoing, (i) a Receiving Party may retain Confidential Information relevant to any pending or threatened litigation, audit, or governmental investigation, and (ii) EUNA may retain Customer's Confidential Information, including Customer Data, in accordance with its information retention policies and Section 15(a), including through logical archival, restricted access controls, backup systems, or similar commercially reasonable data management practices..
14. Irreparable Harm. Each Party acknowledges that Confidential Information may constitute unique, valuable, proprietary and trade secret information of the Disclosing Party, and that unauthorized disclosure thereof by the Receiving Party may cause irreparable injury to the Disclosing Party. Accordingly, each Party acknowledges and agrees that monetary damages may not be adequate in the event of a default of this Article 9 and, therefore, that the Disclosing Party may be entitled to injunctive or other affirmative relief, without such constituting an election of remedies, and that the Disclosing Party will not be required to obtain, furnish or post any bond or similar instrument in connection with or as a condition to obtaining any remedy referred to in this Article 9, and each Party irrevocably waives any right it may have to require the obtaining, furnishing or posting of any such bond or similar instrument.
15. Duration. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the Receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable Law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable Law.
16. Term, Termination, and Survival.
17. Term. The term of this Agreement (the "**Term**") commences on the Effective Date of this Agreement and will continue in effect for as long as there is an outstanding Order Form in place. Each Order Form will continue for the applicable term listed in such Order Form until terminated by either Party in accordance with this Agreement. The termination or expiration of an Order Form will not affect or otherwise terminate this Agreement or any other Order Form covering other products or services in effect at such time.

18. User Subscriptions. All user subscriptions in an Order Form shall automatically renew for an additional one-year at the end of the then current subscription term listed on the Order Form, unless Customer gives the other party written notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any such renewal term of the subscription shall be the same as that during the prior term unless EUNA gives written notice of a price increase at least thirty (30) days before the end of such prior term, which price increase shall be effective upon renewal and thereafter.
19. Termination for Convenience. Customer may terminate this Agreement without cause by giving sixty (60) days advance written notice to EUNA of its election to terminate this Agreement pursuant to this provision. In the event of such termination, Customer agrees to pay a "**SaaS Recovery Amount**" equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form.
20. Termination for Cause. In addition to any other express termination right set forth in this Agreement:

(i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

1. Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, EUNA will immediately cease providing any ProfessionalServices and Customer shall immediately discontinue use of the SAAS Offering. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.
2. Non-Appropriation. In the event Customer is not granted an appropriation of funds at any time during the Term and the non–appropriation did not result from an act or omission by Customer, Customer shall have the right to terminate this Agreement on the last day of the fiscal period for which appropriations were received without penalty or expense to Customer, except as to the portion of the payments for which funds shall have been appropriated and budgeted. At least ninety (90) days prior to the end of Customer's fiscal period, Customer shall certify in writing that (1) funds have not been appropriated for the next fiscal period, (b) such non-appropriation did not result from any act or failure to act by Customer; and (c) Customer has exhausted all funds legally available to pay EUNA. If Customer terminates this Agreement because of non-appropriation of funds, Customer may not purchase or lease during the subsequent fiscal period, software and/or service performing the same function as, or functions taking the place of those performed by the software and/or service provided by EUNA; however, that these restrictions shall not be applicable if or to the extent that the application of these restrictions would affect the validity of this Agreement.
3. Survival. Sections 3.g, 4, 5, 7, 8, 9, 10, 11, 12, and 14-34 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.
4. Indemnification.
5. EUNA Indemnification.

(i) EUNA shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the SAAS Offering or Professional Services, or any use of the SAAS Offering or Professional Services in accordance with this Agreement, infringes or misappropriates such third party's Intellectual Property Rights, provided that Customer promptly notifies EUNA in writing of such Third-Party Claim, cooperates with EUNA, and allows EUNA sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third-Party Claim is made or appears possible, Customer agrees to permit EUNA, at EUNA's sole discretion, to (A) modify or replace the SAAS Offering or Professional Services or component or part thereof, to make it non-infringing, (B) obtain the right for Customer to continue use, or (C) terminate the license for the SAAS Offering and Professional Services and provide a pro rata refund to Customer. If EUNA determines that none of these alternatives is reasonably available, EUNA may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section will not apply to the extent that the alleged infringement arises from: (A) use of the SAAS Offering or Professional Services in combination with data, software, hardware, equipment, or technology not provided by EUNA or authorized by EUNA in writing; (B) modifications to the SAAS Offering or Professional Services not made by EUNA; or (C) Customer Data; or (D) Third-Party Products.

1. Customer Indemnification. CUSTOMER SHALL INDEMNIFY, HOLD HARMLESS, AND, AT EUNA'S OPTION, DEFEND EUNA AND ITS AFFILIATES, AND THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "EUNA GROUP") FROM AND AGAINST ANY LOSSES RESULTING FROM ANY THIRD-PARTY CLAIM (I) THAT THE CUSTOMER DATA, OR ANY USE OF THE CUSTOMER DATA IN ACCORDANCE WITH THIS AGREEMENT, INFRINGES, VIOLATES OR MISAPPROPRIATES SUCH THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS OR ANY LAW, OR (II) BASED ON CUSTOMER'S OR ANY AUTHORIZED USER'S (A) NEGLIGENCE OR WILLFUL MISCONDUCT; (B) USE OF THE SERVICES OR SAAS OFFERING IN A MANNER NOT AUTHORIZED BY THIS AGREEMENT; (C) USE OF THE SERVICES OR SAAS OFFERING IN COMBINATION WITH DATA, SOFTWARE, HARDWARE, EQUIPMENT, OR TECHNOLOGY NOT PROVIDED BY EUNA OR AUTHORIZED BY EUNA IN WRITING; OR (D) MODIFICATIONS TO THE PROFESSIONAL SERVICES OR SAAS OFFERING NOT MADE BY EUNA, PROVIDED THAT CUSTOMER MAY NOT SETTLE ANY THIRD-PARTY CLAIM AGAINST ANY OF THE EUNA GROUP UNLESS EUNA CONSENTS TO SUCH SETTLEMENT, AND FURTHER PROVIDED THAT EUNA WILL HAVE THE RIGHT, AT ITS OPTION, TO DEFEND THE EUNA GROUP AGAINST ANY SUCH THIRD-PARTY CLAIM OR TO PARTICIPATE IN THE DEFENSE THEREOF BY COUNSEL OF ITS OWN CHOICE.
2. Sole Remedy. THIS SECTION SETS FORTH CUSTOMER'S SOLE REMEDIES AND EUNA'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PROFESSIONAL SERVICES OR SAAS OFFERING INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.
3. Limitation of Liability.
4. IN NO EVENT SHALL EUNA BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT EUNA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
5. IN NO EVENT SHALL EUNAS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO EUNA PURSUANT TO THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. ADDITIONALLY, IN NO EVENT WILL EUNA BE LIABLE FOR ANY CLAIM BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION AROSE OR REASONABLY SHOULD HAVE BEEN DISCOVERED.
6. UNDER NO CIRCUMSTANCES SHALL EUNA HAVE ANY LIABILITY OR RESPONSIBILITY FOR THE ACCURACY OF ANY CUSTOMER DATA THAT IS INPUTTED INTO THE SAAS OFFERING.
7. Press Release. The Parties may issue a joint press release announcing the launch of the SAAS Offering and Customer's use thereof. Such press releases shall be subject to Customer's approval. If the Customer provides express permission in advance, during the Term, EUNA may list Customer as a customer of EUNA, and

Customer grants EUNA a non-exclusive, royalty-free, worldwide license to use any trademarks, service marks, or trade names of Customer in order to display such marks on EUNA's website and in marketing materials.

8. Information Security. Each Party will maintain reasonable administrative, technical and physical safeguards which are consistent with industry standards to protect the security, confidentiality and integrity of, and to protect against threats or hazards to the security or integrity of, and the unlawful, intentional, unauthorized or accidental destruction, loss, alteration, theft, misappropriation, disclosure, access or use of the other Party's Confidential Information, Intellectual Property, and, (i) in the case of EUNA, the Customer Data, and (ii) in the case of Customer, the SAAS IP.
9. Export of Data.
10. Customer Data. Upon termination, cancellation, expiration, or other conclusion of this Agreement:

(i) EUNA will disable Customer's and its Authorized Users' access to the SAAS Offering, including removal of portal and user interface access to Customer Data.

(ii) Customer Data will be logically archived and marked as inactive within EUNA's systems in accordance with EUNA's standard data retention practices. Such archival may include the use of logical deletion mechanisms (including internal flags or similar controls) that prevent Customer access while preserving system integrity, audit history, and compliance records.

(iii) Except as expressly required by applicable Law or as otherwise agreed in writing by the Parties, EUNA shall have no obligation to immediately destroy, erase, or physically delete Customer Data from production systems, archival systems, or backup media upon termination.

(iv) If Customer submits a written request for deletion of Customer Data following termination, EUNA will review such request and, to the extent commercially reasonable and not inconsistent with applicable Law, regulatory requirements, litigation hold obligations, contractual commitments, or legitimate business record retention practices, delete or anonymize such Customer Data within a reasonable timeframe. Any non-standard deletion efforts may be subject to a mutually agreed Statement of Work and applicable Fees.

(v) Customer acknowledges that EUNA maintains long-term archival and disaster recovery backups in the ordinary course of business. Customer Data contained in such backups may not be immediately removed and may remain until overwritten in the ordinary rotation cycle. EUNA will not restore or access such backups for the purpose of providing Customer access following termination, except as required by Law.

1. Data Extraction. During the Term of this Agreement, Customer may utilize the standard functionality of the SAAS Offering for its intended purpose, including the ability to download data and copies of documents loaded into or generated by the SAAS Offering. Customer shall have the right to retain a copy of all downloaded documents. During the Term of and within thirty (30) days following termination of this Agreement, Customer may request EUNA to provide consulting services to Customer in order to perform a custom extract of Customer data from the SAAS Offering. EUNA will provide the requested consulting services for an hourly rate set forth in the Order Form or Statement of Work. Custom data extracts will be provided electronically in a text delimited flat file format (or other mutually acceptable format) and will be scrubbed of all EUNA proprietary data structures. Customer and EUNA will work together to determine a list of the specific data elements to be provided, at which point EUNA will provide an estimate of the time required to extract the data. Once the estimate has been provided, if Customer wishes EUNA to proceed with the data extract, Customer will make a mobilization payment of fifty percent (50%) of the estimated amount to EUNA. After receipt of this payment, EUNA will then have thirty (30) days to deliver the data extracts to Customer. Customer shall have thirty (30) days upon receipt of the data to review for acceptance. Upon acceptance, EUNA will provide Customer with a final accounting of hours and Customer shall be responsible for payment of the additional consulting fees.
2. Authorized Reseller Status; Option to Purchase Affiliate Products. GTY Technology Holdings Inc. is the parent company to multiple other SaaS companies under the Euna brand, including Euna Solutions, Inc. in the U.S. (such subsidiaries, "Affiliates"). These Affiliates sell purpose-built products and services for the public sector ("Affiliate Products"). As of the Effective Date, Affiliates include Euna Solutions Inc., CityBase Inc., and Streamlink Software Inc. dba Amplifund. In addition to the products and services that are the subject of this Agreement, Customer has the option to purchase from either Euna, as an authorized reseller, or Affiliates, the Affiliate Products on same terms of the Agreement. Notwithstanding the foregoing, Customer understands that different order forms, statement of work(s), and product specific service level agreements may apply. Customer will be provided the Affiliate's additional product terms and will have the opportunity to review and consent to such terms.
3. Entire Agreement. This Agreement, including and together with the Order Form referencing this SAAS and Services Agreement, and any Statements of Work, policies, and other documents referenced and incorporated herein or in the Order Form, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter. The Parties acknowledge and agree that if there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Order Form, the Order Form followed by the Service Level Agreement shall supersede and control. To the extent the Order Form links to legal terms other than this SAAS and Services Agreement or a Statement of Work, those terms shall not apply.
4. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and addressed to the other Party at its address in the Order Form (or to such other address that the receiving Party may designate from time to time in accordance with this Section). For Notices to EUNA, legal@Eunasolutions.com (mailto:legal@eunasolutions.com)shall be sent a courtesy email notification. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section.
5. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
6. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.
7. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
8. Assignment. Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve Customer of any of its obligations under this Agreement. Notwithstanding the foregoing, EUNA may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of EUNA's assets without Customer's consent.
9. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
10. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by EUNA shall be under its own control, Customer being interested only in the results thereof. EUNA shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Professional Services and the provision of the SAAS Offering. Nothing in this Agreement shall give

Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Professional Services or the provision of the SAAS Offering. Nothing contained in this Agreement shall be construed as creating a partnership, joint venture or any form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

11. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
12. Choice of Law.
13. **US CUSTOMERS**: This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the Laws of the State of Delaware, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the Laws of any jurisdiction other than those of the State of Delaware, United States of America.
14. **CANADIAN CUSTOMERS**: The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Agreement.
15. Choice of Forum.
16. **US CUSTOMERS**: Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the State of Delaware, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the State of Delaware. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
17. **CANADIAN CUSTOMERS**: Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all exhibits, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the Province of Ontario, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the courts of the Province of Ontario. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
18. Export Regulation. Customer shall comply with all applicable Laws, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the SAAS Offering or any Customer Data outside the US.
19. Waiver of Jury Trial. Each Party acknowledges that any controversy that may arise under this Agreemen is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
20. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
21. Force Majeure. "**Force Majeure Events**" means events beyond a Party's reasonable control, including without limitation acts of nature, labor disputes, the stability or availability of the Internet or a portion thereof, actions by a governmental authority (such as a moratorium on any activities related to this Agreement or changes in Laws), telecommunication or Internet network failures or brown-outs, failures or unavailability of third party systems, networks or software, flood, earthquake, fire, lightning, epidemics, war, acts of terrorism, riots, civil disturbances, sabotage, power grid failures, and denial of service attacks and other hacking attacks. Neither Party shall be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from Force Majeure Events (except for any obligations of Customer to make payments to EUNA hereunder). The Party affected by the Force Majeure Event will promptly notify the other Party and will resume performance when the Force Majeure Event is no longer effective and the impact has been remediated.
22. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.
23. Government Use. The SAAS Offering, Documentation are "commercial items" as that term is defined in FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212 and DFARS 227.7202. If the SAAS Offering or Documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the foregoing will be only those specified in this Agreement. Customer's rights in the SAAS Offering and Documentation are limited to those expressly granted in Section 3.
24. Cooperative Statement. Other government organizations and educational or health care institutions may elect to participate in this Agreement (piggyback) at their discretion provided EUNA also agrees to do so in writing.

DEVIATIONS and/or EXCEPTIONS FORM

Exhibit H

[ ] Specifications and/or Requirements

[X] Contract for Services Provisions (No exceptions and/or deviations to insurance requirements allowed)

All deviations and/or exceptions to the requirements of this solicitation must be noted below. The City will consider any deviations and/or exceptions indicated in its award decisions. The City reserves the right to accept or reject any and all responses based on any deviation and/or exception indicated on this form. Respondents are cautioned that by taking any exception they may be materially deviating from the RFP. **Please do not attach a company letterhead in lieu of any entry on the section below.** In the absence of any entry on the section below, the bidder assures the City of their full compliance with the specification and conditions as listed in this solicitation. The page number, paragraph, and item number should be referenced when deviating from the specification and must be included.

The City reserves the right to reject any or all cost proposals as a result of this RFP and to waive any informality or irregularity in any bid proposal received and to be the sole judge of the merits of the respective cost proposals received, and to accept or further negotiate cost, terms, or conditions of any cost proposal determined by the City to be in the best interest of the City even though not the lowest cost proposal. **This form may be duplicated if additional pages are needed.**

Reference No. **Description**

Section 5.1 – Records.

Our standard retention period is two years.

Section 5.2 Property of CITY

Request striking this language and replacing with our standard Intellectual Property language as outlined in our EULA and included below. We do not anticipate generating work product specific to the City, but to the extent we do, we are open to licensing it to the City. "Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of CITY shall be owned by CONTRACTOR. CONTRACTOR hereby grants CITY a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable CITY to make reasonable use of the Deliverables and the Professional Services.

SAAS IP and Documentation. CITY acknowledges that, as between CITY and CONTRACTOR, CONTRACTOR owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products."

Section 9. Indemnification

Request striking existing language and replacing with the below. We are open to negotiating a broader indemnity for negligence and violation of law, but this must be limited to third party claims. "CONTRACTOR shall indemnify, defend, and hold harmless CITY and its agents, officers, directors and employees ("CITY Parties")

from and against any and all losses, damages, liabilities, costs, including reasonable attorneys' fees ("Losses") incurred by CITY Parties resulting from any third-party claim, suit, action or proceeding ("Third Party Claim") that the SaaS, Software or Hardware, or any use of the SaaS, Software or Hardware in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or for any Third Party Claim based on CONTRACTOR's gross negligence or willful misconduct."

Section 11. Termination Without Cause

We are happy to offer a 30-day termination for convenience. We provide long-term pricing and amortize the cost of the software along with support and maintenance over the term of the contract. If there is a term for convenience, we need to recover the software license cost. Please see proposed revised language. "City may terminate this Agreement without cause by giving thirty (30) days advance written notice to CONTRACTOR of its election to terminate this Agreement pursuant to this provision. In the event of such termination, City agrees to pay a "SaaS Recovery Amount" equivalent to 50% of the subscription fees for the remainder of the initial term of the Order Form."

Section 12. Termination For Cause

Euna requests mutual termination for cause. Euna will not agree to any refund language or to incur any costs as a result of City hiring another Contractor, if City terminates the Agreement.

Section 14. Ownership of Product

As stated above, we do not anticipate generating work product specific to the City, but to the extent we do, we are open to licensing it to the City. "Deliverables. All Intellectual Property Rights in and to the Deliverables except for any Confidential Information of CITY shall be owned by CONTRACTOR. CONTRACTOR hereby grants CITY a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable CITY to make reasonable use of the Deliverables and the Professional Services. SAAS IP and Documentation. CITY acknowledges that, as between CITY and CONTRACTOR, CONTRACTOR owns all right, title, and interest, including all Intellectual Property Rights, in and to the SAAS IP and Documentation and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the Third-Party Products."

Section 15. Assignment

We are owned by private equity based in the USA. We may need to assign due to a change of control during an asset sale. We could provide notice, but should not need consent so long as the change of control involves another similarly situated USA legal entity. Euna requests striking the existing language and replacing with the following: "Neither Party shall assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve CITY of any of its obligations under this Agreement. Notwithstanding the foregoing, CONTRACTOR may assign this Agreement and any of its rights or delegate any of its obligations to any affiliate, subsidiary, or to any person acquiring all or substantially all of CONTRACTOR's assets without CITY's consent."

Section 21. Entire Agreement and Amendments

Since this Agreement will cover software-as-a-service, we will need to include the EULA as an exhibit to the

Agreement so that the license terms are included. It is available online at: https://eunasolutions.com/eula/ and a word version has been provided in our submission.

Section 22. Attorney's Fees

Euna rejects Attorney's Fees language and requests intentional omission of Section 22.

Euna Solutions, Inc.

Company Name

Andrew Stolz

Printed Name and Title

Andrew Stolz

Authorized Signature

City Council Staff Report

DATE: **MARCH 3, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
INFORMATION TECHNOLOGY DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT AND REQUISITION WITH CASHEL CORPORATION DBA INTEGRATED MEDIA SYSTEMS (IMS) FOR COUNCIL CHAMBERS BROADCAST AND AUDIOVISUAL SYSTEM UPGRADE PROJECT FOR A COMBINED NOT TO EXCEED AMOUNT OF $487,570 (AGREEMENT AND CONTINGENCY TOTALING $260,894 AND REQUISITION TOTALING $226,675) FOR A TERM OF ONE YEAR**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9731 with Cashel Corporation dba IMS for Council Chambers broadcast and audiovisual system upgrade project for a total not to exceed amount of $260,894, which includes a contract amount of $226,864, plus a 15% contingency amount of $34,030 for a term of one year;

2. Authorize the Interim City Manager or designee to execute Agreement No. A-9731 with Cashel Corporations dba IMS, including minimal and/or non-substantial changes;

3. Authorize the Interim City Manager or designee to approve contract amendments for additional or changed scope of work up to the 15% contingency amount approved by the Council;

4. Approve Requisition No. 260913 with Cashel Corporation, dba IMS, for broadcast and audiovisual equipment in the amount of $226,675; and,

5. Authorize the Interim City Manager or designee to approve Requisition No. 260913 and the resulting purchase order with Cashel Corporation dba IMS, including minimal and/or non-substantial changes.

BACKGROUND

The Council Chamber is the City's main location for City Council meetings, as well as other public meetings and hearings. Council meetings must be reliably broadcast and streamed to ensure public access and transparency.

Recent State legislation, Senate Bill 707 (SB 707), expanded requirements for public meeting access and remote participation. The law strengthens Brown Act requirements by mandating hybrid participation, high-definition video, real-time streaming, closed captioning, and ADA-compliant accessibility.

The current Council Chamber broadcast and audiovisual system was installed in 2018. It now relies on aging equipment, some of which has been discontinued by manufacturers. Replacement parts and software support are becoming harder to obtain, increasing the risk of system failures or service interruptions. The system was not designed to fully support integrated captioning, multi-platform streaming backups, digital signage, or modern AV-over-IP technology. It also lacks the flexibility, scalability, and redundancy needed to meet current and future operational and legal requirements.

To meet these legal requirements and reduce compliance risks, the City must maintain a system that can:

- Provide stable live streaming and recording with backup systems
- Support both in-person and remote public comments
- Include real-time closed captioning and accessibility features
- Deliver high-quality video and clear audio for all participants
- Operate reliably to prevent disruptions that could limit public access

DISCUSSION

The proposed project will upgrade the City Council Chamber's audio and video system. This project will replace that equipment with a modern, reliable system that improves video quality, enhances sound clarity, adds real-time closed captioning, and strengthens live streaming reliability. These improvements will better support both in-person and remote participation, ensure accessibility for community members who rely on ADA accommodations, and help the City continue meeting state public access requirements.

IMS originally designed and installed the existing system and has detailed knowledge of its construction and programming. This familiarity will allow the upgrade to be completed more efficiently and with less risk of service interruptions during Council meetings.

The upgraded system will provide better video quality, clearer sound for people in the room and online, real-time closed captioning, and more reliable streaming with backup protection. It will also make the system easier for staff to operate. These improvements will support both in-person and remote public participation, ensure ADA accessibility, and reduce service interruptions caused by equipment failure. Overall, the project helps the

City continue to meet Brown Act requirements, including the increased public access standards under SB 707.

Because this project is highly specialized and IMS is already familiar with the current system, staff used the City's "Best Interest" purchasing rule under the Palmdale Municipal Code. This rule allows the City to skip a formal bidding process when it serves the City's best interest. Staff determined that using IMS lowers project risk, prevents delays that could happen if a new vendor had to learn and redesign the system, and ensures a smooth transition without disrupting public meetings.

For these reasons, staff recommend that the City Council approve the agreement with Cashel Corporation dba IMS.

FISCAL IMPACT

$487,570; Funds are budgeted and available in FY 2025-26 using Public, Educational, and Governmental Access (PEG) funds.

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

Janelle Samson, Director of Operations

Prepared by:
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-9731 with Cashel Corporation dba IMS
Atch. Cashel Corporation dba IMS Proposal
Req. No. 260913 with Cashel Corporation dba IMS

AGREEMENT NO. A-9731
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND CASHEL CORPORATION DBA INTEGRATED MEDIA SYSTEMS

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 CASHEL CORPORATION DBA INTEGRATED MEDIA SYSTEMS, a California Corporation, (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

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

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

1 CITY PROJECT MANAGER

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

2 DESCRIPTION OF WORK

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

CONTRACTOR shall provide professional audiovisual engineering, programming, project management, installation, integration, testing, training, documentation, and related services for the City Council Chamber Broadcast and Communications Systems Infrastructure Upgrade (Phase II), as described in the Integrated Media Systems Professional Services Proposal Ver. 1.4 dated February 20, 2026, attached hereto as Attachment #1 and incorporated herein by reference.

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 525266 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 525266 CASHEL CORPORATION dba INTEGRATED MEDIA SYSTEMS. CONTRACTOR's DIR registration number is 1000028491. CONTRACTOR's Business License number is 47204. 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.

2.10 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.

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:

TBD

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

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

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

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

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

3.3.1 CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this

Contract, and compliance with all reasonable performance standards established by CITY.

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

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

4 CONTRACT TERM

The term of this Contract is ONE (1) YEAR, commencing on the effective date, with CITY reserving the option to extend the agreement for N/A 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 Two Hundred Twenty-Six Thousand Eight Hundred Sixty-Four dollars ($226864) 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:

Lump sum compensation in an amount not to exceed $226,864, payable based on monthly progress invoices reflecting the percentage of completion of the work described in Section 2 and Attachment No. 1.

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

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

10.1.4 Professional Liability (Errors & Omissions)*

- $2,000,000.00 on a per occurrence basis

10.1.5 Cyber Liability Insurance*

- $2,000,000 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 (E&O) liability coverage and/or Cyber liability 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.

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.

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:

Salvador Mendez
Interim City Manager

JanelleSamson
Feb 23, 2026, 4:23 PM PST

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Hwy.
Palmdale, CA 93550

CASHEL CORPORATION DBA
INTEGRATED MEDIA SYSTEMS:

Brad Caldwell
Feb 24, 2026, 8:05 AM PST

Brad Caldwell
President/CEO

ADDRESS FOR NOTICE:
CASHEL CORPORATION DBA
INTEGRATED MEDIA SYSTEMS
200 McCormick Ave.
Costa Mesa, CA 92626

APPROVE AS TO FORM:

Alexandra Severino
City Attorney

ATTEST:

Rochelle Scott
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
□Attached notarized bond(s), Worker's Compensation Certificate, and Guaranty

Record of Signing

For	City of Palmdale
Name	Janelle Samson
Title	



Signed on Feb 23, 2026 4:23 PM PST

Secured by Concord™
DocumentID: 032XFTroJoonRoWmsy0ahQ
SigningID: 032XFTrZzNvhGPRRAwICrU
UTC Signing time: 2026-02-24 00:23:18 UTC
IP Address: 206.171.111.149
Email: jsamson@cityofpalmdale.org

For	Cashel Corporation dba Integrated Media...
Name	Brad Caldwell
Title	President



Signed on Feb 24, 2026 8:05 AM PST

Secured by Concord™
DocumentID: 032XFTroJoonRoWmsy0ahQ
SigningID: 032XcavTBcLfehlrZe0BYE
UTC Signing time: 2026-02-24 16:05:09 UTC
IP Address: 24.43.48.114
Email: bcaldwell@imsav.com

concord™
Where agreements happen.

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

PROPOSAL

TO

City of Palmdale, CA

PALMDALE

a place to call home

FOR

BROADCAST AND COMMUNICATION SYSTEMS PROFESSIONAL SERVICES

VER. 1.4

FEBRUARY 20, 2026

Headquarters

200 McCormick Ave. Costa Mesa, CA. 92626
(714) 579-4100 ♦ www.imsav.com

EXECUTIVE SUMMARY

February 20, 2026

To: City of Palmdale
Attn: Stuart Thompson

Re: City Council Chamber Broadcast and Audiovisual System Infrastructure Upgrade

Cashel Corporation dba Integrated Media Systems (IMS or AV Consultant/Contractor) is pleased to provide the following revised professional services proposal to the City of Palmdale (City or Client) to support the associated equipment proposal to upgrade the existing broadcast equipment and functionality and audiovisual systems infrastructure supporting the City Council Chamber, Broadcast and EOC/Training Room applications.

This revised proposal is the outcome of IMS' work under Phase I of the Agreement No. A-9456 Contract for Services Between the City of Palmdale and Cashel Corporation DBA Integrated Media Systems for evaluation, modification and upgrade the capabilities of the Council Chamber Broadcast systems and the supporting audiovisual system infrastructure to ensure the systems are utilizing current and supportable technology, while maintaining high reliability and user friendly operation, will support long-term high-performance use without technical obsolescence and are capable of adaptation to future functionality.

The City has significant experience with IMS' design, integration, installation and support services in that the City has entrusted IMS as its partner to provide the same responsibilities requested in this RFP for the City's existing facilities. IMS performed the design, equipment supply and integration of the current Chamber and Broadcast audio, video, control and lighting systems in 2018. IMS has also designed, engineered and implemented several changes and modifications requested by the City to the systems to accommodate and support additional functionality and communications capabilities. Additionally, we have provided remote system monitoring, preventive maintenance, phone support and onsite technical support for these systems.

As IMS has demonstrated to the City, we are a proven integration company utilizing the best design, construction and management techniques and the most highly reliable and serviceable equipment available. IMS is intimately familiar with every aspect of system design as it applies to Council Chambers and broadcast application for municipal communications and has a 38+ year documented performance history and track record of delivering similar municipal government projects.

The IMS personnel to be assigned to perform this project have worked with the City providing design, engineering, project management, integration and support of the City's existing systems since the beginning of our partnership in 2018.

IMS is an authorized dealer or distributor for more than 400 manufacturers of audio, video, control, networking, lighting and peripheral AV products. We select and utilize only the most reliable, highest performance and fully supportable products available.

The solution identified herein includes replacement of the existing early generation, fixed configuration systems with state-of-the-art video-over-IP (VOIP) and NDI network based fully digital AV distribution and control systems providing the greatest degree of reliability, performance, flexibility and future-proofing of the facility.

Thank you for selecting Integrated Media Systems as the City's audiovisual partner. All of us at IMS look forward to continuing to work with you to build and support the best solution possible.

Sincerely,



Brad Caldwell
President and CEO

Cashel Corporation dba Integrated Media Systems
200 McCormick Avenue, Costa Mesa, CA 92626
Office: (714) 579-4100 x202 | Mobile: (714) 396-4495 | Email: bcaldwell@imsav.com

PHASE II - IMPLEMENTATION

The following information is provided to indicate the scope of work to be provided during the implementation phase of the project.

SCOPE OF WORK

The AV Consultant/Contractor will de-install existing components in the Council Chamber, control room and EOC/Training Room which are no longer to be used and will integrate new equipment, custom components, installation materials provided by the AV Consultant/Contractor and City Furnished Equipment and cabling (CFE) with those existing devices to remain and be reused to create complete, turnkey audiovisual systems performing all the services and functions as described within this specification.

Per the City's instruction, the previously installed Council Chamber, broadcast and control room connectivity to the Administration Conference Room, Closed Session Room and Chimbole Cultural Center is to be abandoned and these areas are no longer to be interfaced to the Council Chamber, broadcast and control room systems. The EOC/Training Room integration to the Council Chamber and broadcast systems will remain with equivalent functionality to the existing system.

The AV Consultant/Contractor will provide the following services to the City, as required. Specifically, the scope of work will include, but is not limited to:

- AV and Broadcast System Detailed Engineering
- Provided and CFE Equipment Coordination and Supply
- CFE cabling specification and documentation
- Project Management
- Construction and Systems Coordination
- System Production
- Control System Modification and Reprogramming
- Factory Acceptance Testing
- Systems Installation
- Site Acceptance Testing
- Final Testing and Systems Performance Verification
- Substantial Completion
- User Training
- Documentation Submittals
- Systems Acceptance
- Initial Meeting Support
- Ongoing Preventive Maintenance, Service and Warranty Support
- Remote Monitoring and System Management

<u>AV and Broadcast System Detailed Engineering</u>

- Detailed engineering of final systems configuration – AV Consultant/Contractor will perform final AV systems engineering to meet the functional criteria identified.

- Confirm the accuracy of the system designs – The AV Consultant/Contractor will identify all items necessary to ensure that the installed systems meet the functional requirements outlined in the Specification.

- Facility AV cabling and specification drawings – Detailed facility AV cabling drawings will be prepared in electronic format for use by the City in providing and pulling CFE facility AV cabling.

- System assembly and interface drawings – Detailed system assembly, interface, rack elevation and signal flow drawings will be prepared in electronic format.

Equipment Coordination and Supply

- AV Consultant/Contractor will coordinate new, existing and City Furnished Equipment (CFE), custom components and installation materials provided by the AV Consultant/Contractor to ensure all required equipment to provide turnkey systems are provided.

- Supply of interface components - AV Consultant/Contractor will supply interface components, connectors and installation materials. The City is to provide and install all required facility AV copper cabling and install, terminate and certify all AV fiber cabling to IMS' specifications prior to IMS' site installation of the AV systems.

- Coordination and storage of procured equipment - AV Consultant/Contractor will coordinate receipt and storage of all procured equipment at AV Consultant/Contractor's facility for systems pre-assembly prior to site installation, as applicable.

- CFE Requirements - All new and reused City Furnished Equipment, if applicable and as specified by the AV Consultant/Contractor, is to be undamaged, fully operational per the manufacturer's specifications and complete with all accessories and documentation. No substitutions of equipment specified are to be provided. If any CFE component is found to be damaged, defective or is not operational to meet the manufacturer's specifications, the AV Consultant/Contractor will identify the issue, communicate the problem to the City and coordinate an expeditious solution.

- AV Consultant/Contractor will coordinate with the City regarding City provided and installed AV copper cabling and City installed, terminated and certified AV fiber cable runs required to support the system design, cable management needs and equipment installation requirements in all spaces.

- AV Consultant/Contractor will secure private IP addresses from the City for use by Ethernet equipped audiovisual devices. No Ethernet equipped device will be connected to the City's network without permission of the City. This will include, but is not limited to configuration parameters such as DHCP, IP addresses, subnet information, VLAN setup and authorization.

- AV Consultant/Contractor will confirm all Ethernet equipped audiovisual devices to be connected to the City's network with the City.

- AV Consultant/Contractor will confirm all City provided, installed and configured network equipment required to support those devices requiring City network connectivity.

Project Management

- AV Consultant/Contractor will designate a single Project Manager and a designated Engineer to oversee the installation work for the duration of the project and to ensure that the systems are installed in accordance with this proposal. The Project Manager will maintain adequate staff and be responsible for installing and testing the system on schedule.

Construction Coordination

- IMS will coordinate with the City's Information Technology Department regarding City and AV network topologies, interface and configuration requirements and modifications to be performed by the City to support the new systems. IMS will collaborate with the City IT Department, City Clerk's office and electronic agenda and voting application provider, as required, regarding City network migration requirements for integration of the new systems. Additionally, IMS will coordinate with the City and cable and streaming providers regarding any incoming receiving or outbound transmission modifications required to support the new broadcast applications.

- AV Consultant/Contractor will schedule installation operations in sequence required to obtain best completion results.

- AV Consultant/Contractor will coordinate installation of different components to ensure maximum accessibility for required maintenance, service, and repair.

System Production

- Off-site pre-installation system construction - Upon receipt of the equipment, AV Consultant/Contractor will stage and assemble the new equipment, as applicable. This work will be done in the AV Consultant/Contractor's facility. Systems will be assembled, wired, programmed and tested, to the greatest possible degree, prior to delivery to the site to expedite onsite installation.

Control System Configuration and Programming

- AV Control system configuration and programming – AV Consultant/Contractor will modify, develop and configure control system programming code and touch panel graphical user interface (GUI) pages and code to provide efficient and intuitive operation of the modified system. The control system manufacturer's standard application development environment will be used for all programming and configuration.

- AV Consultant/Contractor will modify, develop and install all custom software for the control system, audio DSP units and other devices, as required, to optimize system performance.

- AV Consultant/Contractor will provide copies to the City of the executable (uncompiled) programming control code for all devices.

Factory Acceptance Testing

- Factory acceptance testing (FAT) - After the systems are assembled and configured, pre-installation factory acceptance testing (FAT) will be performed in the AV Consultant/Contractor's facility, as applicable.

Existing System De-Installation

- Existing system de-installation – The existing Control Room AV rack and system components not scheduled for reuse in the new systems will be de-installed and provided to the City for disposition. De-installation will be planned, coordinated and scheduled to allow the minimum amount of facility downtime prior to installation of the new systems.

- The City shall remove all accessories and stored items currently in the control room to allow the new system to be installed.

System Installation

- On-site system installation – Once the site is verified as completely prepared, including City provided and installed copper and fiber cabling, and is acceptable for receipt of the electronic systems, the new AV systems are to be transported to the site and integrated with the existing system. Complete system reconfiguration and installation, to supporting infrastructure provided and installed by the City (conduit, electrical, cabling, etc.), will be performed by the AV Consultant/Contractor.

- Per the City's request, the existing control room equipment rack will be removed to allow additional access and clearance for the Operators. Per the City's approval, a new movable primary AV equipment rack will be installed directly to the left of the AV Operator console in the corner space in the control room. The new rack will be on casters with umbilical cabling to the Operator console to allow the rack to be pulled out for service access to the equipment. Existing rack equipment to be reused will be relocated to the new rack and Operator console and integrated into the system. Cabling supporting the AV equipment rack, connectivity to outboard equipment and the Operator console will be replaced or re-routed, as required.

- AV Consultant/Contractor will furnish and/or install all equipment as specified in this specification.

- AV Consultant/Contractor will furnish to the City, upon completion, all accessories and ancillary items included with the manufacturer's equipment but not used for the physical installation of the device. This will include all user manuals, remote controls, batteries, tools, installation hardware, carrying cases, protective covers, etc.

- AV Consultant/Contractor will connect all components, both internal and external to rack cabinets.

- AV Consultant/Contractor will ensure all cabling, equipment, and terminations are installed in accordance with accepted industry standards, approved Shop Drawings, manufacturer's recommendations and as stipulated in IMS' specifications, drawings and herein.

- AV Consultant/Contractor will provide cable management hardware as required including; hardware required internal to rack cabinets; hardware required between pieces of equipment not housed in rack cabinets; and hardware required to extend cabling from rack cabinets. The City is to provide and install all required AV copper cabling and provide, install, terminate and certify all AV fiber cabling and equipment to allow connectivity of the AV network between served spaces and City network cabling and devices to allow connectivity of those devices requiring connectivity the greater City cabling infrastructure.

- Equipment Delivery and Storage - Costs of all manufacturer freight costs, shipping to the site, and of all unusual storage requirements, are included in this proposal.

Site Acceptance Testing

- Site acceptance testing (SAT) - After all AV systems are installed, AV Consultant/Contractor will perform final testing and adjustments to ensure compliance with the established performance criteria.

Final Testing and Systems Performance Verification

- Final Tests - System Performance Verification Scheduling - Upon completion of the AV Consultant/Contractor's site acceptance testing and verification of system performance and functionality, and at a time that is mutually acceptable to the AV Consultant/Contractor and the City, the AV Consultant/Contractor will perform final system tests and adjustments.

Substantial Completion

- The project will be deemed substantially complete by the City at the stage in the progress of the work where the systems are sufficiently complete in accordance with the Specification so that the City can utilize the systems for their intended use.

User Training

- User training - To ensure seamless use of the new AV systems, User, Staff and Operator training time will be coordinated with the City and other providers for participation by designated personnel in manufacturer online and web-based training prior to completion of the system. Requirements for training for Operator use of the systems will be determined based on Operator experience and familiarity with the new devices and will be coordinated to be performed online during the installation period and in-person immediately after the last day of the installation of the broadcast systems, as required. Four hours of web-based manufacturer training is included with this proposal. Additional operational training and manufacturer specific operational training may be provided upon request at additional charge.

Documentation Submittals

- Within two weeks of the successful completion of Final Testing, the AV Consultant/Contractor will prepare and submit a Final Documentation set to the City.

- All documents and drawings will be submitted in the following format:
  A. Electronically in PDF, AutoCAD or Visio format
  B. One (1) printed copy of all documents and drawings will be provided.

- The Final Documentation Submittal will include:
  A. As-Built Drawings - The as-built drawings will reflect the complete and final configuration of the systems, including:
     1. System Signal Flow – Complete functional system signal flow drawings of all systems described herein and meeting the functions indicated in this Proposal. System Signal Flow drawings to illustrate and identify each major component indicating signal flow; signal type and equipment interconnectivity; all used and unused input and output connections for all devices; connector types; specific manufacturer and model number labels for each component; physical location callout indicating the components physical location (i.e. equipment rack #, lectern, wall mounted, etc.); cable fan-outs; wire/cable

tags; 70 volt loudspeaker tap settings; amplifier/loudspeaker zone assignments; and other details as needed to accurately document the signal interconnectivity of the systems.
2. Rack elevations
3. Custom panel details
4. Patch bay layouts
5. A listing of each supplied item with manufacturer, model number and serial number

B. Software
1. Where custom software is developed as part of this project, the system source code, passwords, and any associated related files, referenced files, and development software (and all relevant documentation and license) used to compile, develop, and build, etc. the executable code will be furnished and installed.
2. The AV Consultant/Contractor will retain intellectual property rights; the City will be granted a license in perpetuity for use as it applies solely to this project, including the right to modify or enhance the software. The software code may not be sold or used, in part or in whole, in any other project or application other than that intended by this Proposal, in part or in whole, by the City or any other party.
3. AV Consultant/Contractor will submit the software to the City via electronic transmission.

C. IP Addressing Schedule
1. An IP Addressing Schedule will be provided. The IP Addressing Schedule will list, at a minimum, for each provided device requiring an IP address and connected to any network:
   a. Product manufacturer and model
   b. LAN port connection location
   c. Assigned Static IP address
   d. Product MAC address
2. The IP Addressing Schedule will be submitted electronically in Microsoft Excel .xls format, compatible with Windows 7 or newer operating systems.

<u>Systems Acceptance</u>

- The AV Consultant/Contractor will coordinate and conduct an AV systems acceptance walk-through and sign-off session with the City and submit a "sign-off" document for the systems.

<u>Initial Support</u>

- AV Consultant/Contractor will provide one system engineer on-site for the first live Council meeting. The AV Consultant/Contractor's engineer assisting in day one support will be thoroughly familiar with the details and operation of the systems.

<u>Preventive Maintenance, Service, System Warranty and Remote Monitoring</u>

- Maintenance, Service Support and Remote Monitoring – A complete and comprehensive program of preventive maintenance, service, warranty support and remote system monitoring is included as a part of this work. Please refer to the section below relating to this service for complete support information.

Quality Assurance

- Unless otherwise stated, all equipment for this installation will be new, less than one year from the date of manufacture, and without blemish or defect.

- All electrical, electronic and optical equipment furnished by the City or AV Consultant/Contractor will be a product of companies regularly engaged in the manufacture of electrical, electronic or optical equipment.

- The equipment will be the latest model or type offered which meets the applicable specifications at the time of this Proposal. If a product listed is discontinued prior to procurement or unavailable due to supply chain issues, the AV Consultant/Contractor will provide specifications for an appropriately functional and acceptable manufacturer's replacement model and will submit a request for change to the City.

- The AV Consultant/Contractor will maintain the same project manager and field supervisor throughout the installation, and where practical, maintain the same installers.

- All work related to this Proposal will be completed in a professional manner by qualified workers.

Reliability

General

- The systems are to be designed for professional quality operation over a period of several years without the need for continual maintenance.

BROADCAST AND INFRASTRUCTURE SOLUTION

The following system functional description and pricing are reflective of the requirements as identified and in collaboration with the City as a part of the work of Phase I of this effort.

FUNCTIONAL SPECIFICATION

The Council Chamber Broadcast systems and related AV infrastructure supporting audio, video and control systems will be upgraded to utilize current, reliable and supportable technology to allow the City to continue to conduct Council, Committee and Public meetings in the space. The Council Chamber and Broadcast systems are to act as the primary control and point of outbound broadcast streaming for internal and public consumers of City generated content.

The broadcast and Council Chamber audiovisual systems functional description is outlined below.

A. BROADCAST SYSTEM

The broadcast system, housed in the Broadcast Control Room, is to be upgraded to a new software-based NDI integrated live production control system. The new production system is to be network-based, providing complete production control, selection and control of the cameras, integrated graphics generation, integrated hybrid and virtual meeting participation and control, as well as selection of all source devices for the broadcast, recording and streaming feeds. Camera feeds, Control Room computer inputs, the agenda/voting system, an auxiliary video input in the Control Room and Chamber

presentation source inputs, utilizing high resolution digital HDMI signals, are to be scaled to a common digital output format and frequency for distribution to the broadcast system components, recording and playback devices and to the City broadcast headend. Selection of sources for broadcast is to be through the production system that is to be paired with an operator control surface, one (1) 43" primary and one (1) 27" multi-view displays mounted at the existing operator's console. The multi-view display is to be configured to display source input windows and two larger "Preview" and "Program" windows with tally window borders. In addition, each camera input is to have stored preset camera shots. Character generation and graphical overlay is provided by the internal, high-quality, keying capability of the production system. Source, preview and program monitoring is to be configured to provide continuous monitoring of all cameras, the current Chamber presentation source, loaded graphical content, hybrid or virtual videoconference call participants and broadcast preview and program outputs.

A dedicated, tailored and highly intuitive Operator interface, utilizing a CFE control PC and a 24" touchscreen display, is to be used to perform preset meeting type selection and complete live production system control. Source, preview and program monitoring is to be configured to provide continuous monitoring of all cameras, the current Chamber presentation source, loaded graphical content, hybrid or virtual videoconference call participants and broadcast preview and program outputs.

A dedicated CFE engineering PC, CFE KVM switch and a 24" display is to be used to provide access to the internet and control and monitoring of recording and streaming systems.

The production system is to provide direct interface and participation in soft-codec based Zoom videoconferences to support hybrid or virtual meetings. An additional City participant is to "host" the hybrid meeting utilizing an additional PC to enable participant control during the meetings.

A multi-channel streaming encoder will act as the headend and encoding mechanism to allow multiple simultaneous streaming outputs to selected internet streaming destinations.

The existing Control Room Operator console and dais equipment rack will be reused and will remain in their existing locations.

The existing AV Operator touch panel will be reused and will act as the primary broadcast control point for the AV portion of the system. The touch panel will be used to select the presentation media to be input to the production system, to control Chamber lighting preset selection, presentation audio volume, microphone control and selection of display of the Granicus agenda and speaker timing information. Microphone control will continue to include master "all-microphone" and individual microphone mute/unmute and gain level adjustment capability for all Member, Staff and wireless microphones.

The Operator touch panel will be programmed with duplicate control functionality to the Clerk touch panel to allow meetings to be controlled from the Operator position if required or desired and several preset meeting types and conditions appropriate for each for ease of meeting type selection and system set-up and functionality for each.

Broadcast video and audio output is to be distributed to the existing CFE high-definition agenda/voting system encoder for cloud recording and steaming to the City's website, a new digital SD drive recorder, cable PEG channel modulator and a new City broadcast replay system.

A new high-definition digital recording system, utilizing high-capacity SD cards for storage of recorded content, will be provided and installed. The SD cards will be used to store required hard copy backups of the meetings.

A new CableCast broadcast recording and bulletin board system will be provided and installed to provide live and schedule playback of City information to the public via the PEG broadcast stations.

The 24" monitor, mounted at the Operator's location, is to be interfaced to an existing KVM switch to provide monitoring of programming of the CFE control and engineering PCs, CFE Granicus encoder and display PC, the digital recording device, the CFE dedicated Wordly PCs and the bulletin board system.

The existing CFE wall mounted display is to be reused to provide continuous confidence monitoring of the incoming cable feed via the CFE set- top-box mounted in the Broadcast Control Room.

Broadcast video, audio and control equipment is to be distributed and housed in the Control Room equipment rack and Operator console, the existing dais equipment rack, the existing Administration IT closet equipment rack and a CFE server room equipment rack.

Source audio for broadcast and recording is to be available as mixed microphone and media audio from the Chamber and is to be distributed to the broadcast system recorders, CFE agenda/voting system encoder, the existing Wordly translation and transcription system, the new closed captioning system and the City broadcast headend. The existing audio monitor speakers are to be reused for independent monitoring of available audio signals at the Operator console. Monitor speaker source selection and volume control is to be available from the Control Room touch panel.

B. CAMERA SYSTEM

The existing four (4) Chamber cameras will be replaced with high-definition 4K NDI cameras to support broadcast, virtual and hybrid meetings, streaming and video archival. The new cameras will be mounted in the existing camera locations. The cameras will have integral remotely controlled pan and tilt motors and are to utilize power zoom and focus lenses. Cameras shall be NDI single-chip broadcast quality cameras equipped with multi-element, 20x optical glass auto-focus zoom lenses. Remote control of pan, zoom, tilt and other available settings and controls is to be available via the broadcast control surface located in the Broadcast Control Room. The integral lenses shall be capable of close-up head shots of people seated at the dais and other locations.

C. PEG RECORDING AND BROADCAST SYSTEM

A new network-managed high-definition automation controller and digital video server system will be provided and installed to support real time recording of meetings to a hard drive for archival and playback. The system is programmable to provide content loaded to the unit's internal hard drive as a scheduled cablecast programming source to the CFE cable encoder for cable broadcast 24/7. The unit will be controlled via a network interface.

D. CLOSED CAPTIONING SYSTEM

A multi-language closed captioning system is be provided and integrated into the broadcast system. The encoder will be installed and interfaced to the broadcast system

to allow AI-based generation of closed captioning to all broadcast destinations. Included are captioning software in English and one (1) additional supported language translation to Spanish, both utilizing AI-based speech-to-text applications Both software packages are provided on a one (1) year lease basis including thirty (30) hours per month of English and thirty (30) hours per month of translated captioning. Additional hours per month, if required, may be purchased on an hourly basis. If the City determines more than thirty hours per month is required on a regular basis, the included hours may be permanently increased for an additional fee.

Closed captioning will be encoded in the program video output and will be available to all streaming, PEG and recording destinations.

Note: The existing City PEG channel encoders only support standard definition broadcast. It has been brought to the attention of the City that the high-definition program video and audio, with encoded closed captioning provided by the intended system, is not supported by these components. It is recommended the City upgrade the PEG channel encoder to support the new application with closed captioning.

E. BROADCAST MONITORING AND DISTRIBUTION

One (1) 43" display and one (1) 27" display, configured with multiple windows provided by the production system, one (1) 24" touch panel display dedicated to the production system Operator control PC, one (1) 24" display dedicated to the KVM for the engineering PC, CFE Granicus encoder and display PC, the digital recording device and the bulletin board system, are to be installed in the Broadcast Control Room at the Operator's console for easy viewing by the Operator and shall provide broadcast production and videoconference monitoring. All available cameras, the currently selected presentation source displayed in the Chamber, current videoconference participants (when in a hybrid or virtual meeting), the engineering PC, stored graphical content, and broadcast preview and program are to be available for simultaneous viewing.

Multi-viewer window identifiers are to be set to clearly identify each source currently displayed on the monitors. Multi-viewer ID presets are to be programmed to automatically follow video signal routing changes to maintain accurate identification of all sources displayed. Operator control of video and audio source routing is to be performed utilizing the existing 10.1" touch panel control interface. All camera and current available source video signals are to be distributed to dedicated multi-viewer source windows and to inputs of the production system.

Program video from the system is to be distributed to multiple outputs sufficient to provide program video in high-definition to the new digital video recording device, closed captioning encoder, CFE agenda/voting system encoder, new multi-stream streaming encoder and PEG recording and bulletin board system. Video and mixed voice reinforcement and media audio is to be embedded with the video distribution signal. The monitoring, networking and control equipment is to be mounted in the equipment rack and the Operator console in the Broadcast Control Room, as appropriate. The equipment rack and console are to be powered by existing IP controlled UPS units and new IP controlled PDUs to provide power distribution to all broadcast devices in the Control Room and remote monitoring and reboot of power.

The existing CFE 32" display is to be reused to provide continuous confidence monitoring of the incoming cable feed via a CFE set-top-box mounted in the Broadcast Control Room.

F. AV NETWORK

A dedicated AV network is to be provided and configured to support the new AV systems.

The AV network is to utilize 10GB backbone IP core switches integrated and configured to support hi-definition video-over-IP protocol over fiber and/or copper connectivity. All audio, video and control signals in and out of all devices in the broadcast system are to be routed through the AV network. A core AV network aggregator switch and edge AV network switch are to be located in the Server room. Additional AV network edge switches are to be located in the Broadcast Control Room rack, dais rack and Administration IT closet rack.

The City will be responsible to provide and configure City networking and drops, as required, to support the City devices feeding or interfaced to the AV systems.

G. COUNCIL CHAMBER

The existing Council Chamber Member and Staff positions, lectern, and audience seating area will remain as is currently configured. Chamber functionality and operation will also remain as is currently functional. The Council Chamber audio, video and related control signal paths will be upgraded to utilize network-based video-over-IP infrastructure technology.

H. EOC/TRAINING ROOM

Audio and video distribution to and from the EOC/Training Room will be upgraded to utilize video-over-IP encoders and decoders to be interfaced to the new AV network to support video, audio and control in the room. The room will remain interfaced to the primary Chamber and Broadcast system.

The two wall-mounted computer input locations will be replaced with new video-over-IP encoders. The projector and monitors will be outfitted with new decoders to support video and control of the devices.

User interface and functionality in the room will remain as currently operational.

I. CONTROL SYSTEM

The existing AV control system is to be upgraded with a new control processor and dais microphone and mute interface devices to support the new Chamber and Broadcast systems. All existing touch panels and additional control system components will be reused. User interfaces and functionality supporting the Chamber and EOC/Training Room will remain as currently operational.

EQUIPMENT

The equipment to support the functionality and operational capabilities identified herein is provided in a separate proposal per the City's request.

REMOTE MONITORING, PREVENTIVE MAINTENANCE, SERVICE AND WARRANTY

A one-year remote monitoring, warranty and system maintenance application, consistent with the recently expired plan with the City, is included in this proposal and will provide the following services for the AV systems.

The services identified within this document are to provide remote monitoring, preventive maintenance and equipment maintenance for the existing AV and broadcast systems.

SERVICES DESCRIPTION

AV Consultant/Contractor shall provide the following Services for the Client's systems described above:

System Monitoring

An appliance will be provided, programmed, configured and installed to allow IMS to remotely monitor the AV systems. The appliance will be leased from the AV Consultant/Contractor for the duration of the Agreement, which cost is included in this proposal.

Automated monitoring and reporting of identified key point device status will be provided of the core components of the AV and Broadcast systems installed by AV Consultant/Contractor which includes routers, switches, control processors, touch panels, video wall display, power distribution, UPS units, etc.

Remote checks will be performed of Internet Service Provider (ISP) uptimes, slow internet connections (latency), intermittent internet disconnects (packet loss) and Domain Name Server (DNS) checks to ensure the AV Consultant/Contractor's system access.

Remote Troubleshooting and Management

Remote login to the AV and Broadcast system will allow the AV Consultant/Contractor to troubleshoot and identify the source of problems reported by the monitoring system and mitigate the issue remotely, if possible. As part of the Client Care Plan the Client is granting the AV Consultant/Contractor permission to conduct remote troubleshooting and repair of the covered City AV systems.

Remote Reboot Capabilities

Remote reboot capabilities, where applicable, allow the AV Consultant/Contractor to provide remote software reboots to applicable equipment for selected control processors and touch panels as well as soft reboots on certain devices. This service also includes hard reboots of devices through applicable IP based UPS units and certain network switches. In the event a device indicates signs of failure or problems the AV Consultant/Contractor may log in to the system remotely and reboot a device or grouping of devices. This is a best effort service as not all equipment supports remote reboot functionality.

Remote Firmware Updates

In instances where remote error troubleshooting indicates a device firmware update is required, the AV Consultant/Contractor may remotely update device firmware to repair an issue and ensure all devices are operating appropriately. Applicable firmware update review is part of the AV Consultant/Contractor's standard operating procedure during troubleshooting of reported issues. The AV Consultant/Contractor will evaluate the potential risk in downloading firmware remotely to determine the best course of action. Typically, firmware is downloaded remotely only in emergency situations. In the event the situation is considered an emergency, and firmware is remotely downloaded with no AV Consultant/Contractor personnel onsite, Client agrees through acceptance of this agreement that the AV Consultant/Contractor will not be held liable for failed or bad firmware loads.

On-Site Preventive Maintenance

Four (4) annual scheduled preventive maintenance services by an engineer and technicians consisting of up to six (6) hours onsite performing system testing and adjustment is included in this

plan. Preventive maintenance includes a systematic check of each device in the system for proper operation. As part of the preventative maintenance visits the technical team will make any necessary adjustments to the equipment, evaluate the system and devices for any apparent issues, identify video projector lamp hour use to MTBF and verify appropriate equipment and system operation. At the conclusion of the maintenance check, the technical team will provide Client with a verbal overall assessment of Client's system and leave a copy of the review checklist and associated notes. This service is also a time to inquire about any new functionality or products the Client may have questions about. Any time required beyond the included hours or materials used will be billed at additional cost.

Preventive Maintenance Process

Preventive Maintenance will include cleaning, inspection, testing and adjusting equipment. The Chamber video wall and EOC/Training Room video projector will be converged and color balanced as appropriate or required. Any required manufacturer maintenance will be performed as per manufacturer's guidelines. Audio systems will be tested, adjusted and balanced to ensure microphone and audio sources are intelligible in the space.

The Preventative Maintenance process will include, but is not limited to, the following maintenance:

Video Wall

- Test & confirm video wall control (on/off and input selection)
- Inspection & testing of operation

Projector

- Document lamp hours and reset hours if lamp is changed
- Clean filter & reset filter hours
- Re-align & refocus projector to screen
- Test & confirm projector control (on/off and input selection)
- Inspection & testing of fan motor operation

Speakers

- Check & confirm speaker audio levels and quality
- Check & confirm speaker control (volume, speaker switching and combining)

Microphones

- Visual check of microphone connectors and cable condition
- Check microphone levels, quality, volume +/- and mute controls
- Check wireless microphone transmitters, windscreens, battery compartments and connectors
- Individual check of wireless microphone TX/RX frequency pairing

Dais and table input plates and cable cubbies

- Visual check of input jack/connectors/cables
- Inspect & repair HDMI pins for misaligned pins

Broadcast Cameras

- Visual check of camera exterior condition including mounting hardware and connectors

- Clean lens as required
- Check & confirm camera control through control panel or remote
- Check & confirm camera power up/down
- Check & confirm camera preset positions

Broadcast Systems

- Inspect and check control operation
- Check system start up application
- Verify operation of all control surfaces
- Verify control of all devices
- Verify operation of broadcast devices and output levels

Virtual and Hybrid Meeting Systems

- Inspect and check control operation
- Verify audio and video signal path
- Perform test calls to verify operation

Streaming Systems

- Inspect and check control operation
- Verify audio and video signal path
- Enable test stream to verify operation

UPS

- Inspect & check all UPS devices
- Insure appropriate battery operating condition

Equipment Racks

- Inspect & check rack condition including rack mounted equipment

Touch Panels

- Inspect & check physical condition of panel and clean/wipe down as necessary
- Check panel button operation
- Check all control cable connections. Re-terminate and re-seat connectors as needed

Floor Boxes

- Clean & inspect all floor boxes for debris and foreign objects
- Inspect & test input/output jacks and cabling to assure proper connectivity

Preferred Priority Technical Service

Upon receipt of a monitoring system notification, an email to service@imsav.com or call from the Client requesting telephone or field support, during normal business hours (i.e., Monday through Friday, 8:30 a.m. to 5:00 p.m. PST) and after hours on the first and third Wednesday of each month, identifying or requesting troubleshooting or required repair services on covered equipment, the AV Consultant/Contractor will respond within two (2) hours to the City's request. The AV Consultant/Contractor will perform remote diagnostics of the problem and attempt to fix the issue remotely. If remote troubleshooting and repair is unsuccessful, the AV Consultant/Contractor will attempt to provide assistance to Client over the telephone. If telephone support is unsuccessful,

the AV Consultant/Contractor will dispatch a technician or an engineer, as applicable, to the site during normal business hours to perform service. Priority Technical Service does not guarantee any specific turnaround time or entitle the Client to after-hours exemptions or inclusions. Technical services, as described in this section, will be provided on a Time and Materials basis at the discounted hourly rates indicated below during normal business hours.

If Client requests after-hours support, the AV Consultant/Contractor will provide support on a best effort basis and at additional charge to Client at the AV Consultant/Contractor's then-current hourly rate for after-hours support. Although AV Consultant/Contractor will attempt to provide support for Client whenever required, the AV Consultant/Contractor shall not be obligated to provide or perform repair service after normal business hours.

Hourly charges are to be drawn from a pre-paid pool of hours established to enable expedited services to be performed, as required. Thirty (30) hours of engineering time and thirty (30) hours of technician time are to be prepaid upon approval and initiation of the Agreement. Prepaid hours are to be used as required, and, if depleted during the covered period of the Agreement, will be automatically renewed in twenty (20) hour increments by the City prior to full use of the available pool hours. Any pool hours that remain unused at the end of the Agreement period will roll-over for use to the following year if a new Agreement is put in place. Any pool hours remaining unused at the end of the Agreement period, without Agreement renewal for the following period, will be forfeited.

Field Service Process

IMS will respond to a requirement for field service on an expedited basis. Once dispatched to the room, the IMS technician will perform a system test to attempt to duplicate and diagnose the issue. Once the issue has been diagnosed, the IMS technician will take one of the following actions:

Problem diagnosed and resolved – If the IMS technician can resolve the issue during the initial visit, the system will be re-tested to ensure the problem has been resolved and the system is operating per original installation specifications (display, audio and configuration).

System equipment repair required - if repair is required for any system component, the following steps will be taken once approval is received from Client:

- IMS will remove the defective equipment
- IMS will arrange for an RMA for the defective equipment from the manufacturer or manufacturer authorized repair center and arrange shipment
- IMS will coordinate repair of the equipment with the repair provider. Upon completion of the repair and receipt of the returned equipment from the manufacturer or repair center, IMS will contact Client contact to determine room availability and schedule a return service visit
- IMS will reinstall the repaired equipment, reload applicable software and perform appropriate equipment and system testing to ensure device functionality and appropriate interface to the system

PERIOD OF PERFORMANCE

The period of performance of remote monitoring and preventive maintenance shall be one (1) year from the date of substantial completion of the new systems.

Upon termination of Service, the appliance or any other equipment leased from IMS remains the property of IMS. Client authorizes IMS, its representative or its agent to recover any such appliance or other equipment from the premises in the event Client fails to return the same.

PRICING

PROFESSIONAL SERVICES

Remote system monitoring, troubleshooting and preventive maintenance and system maintenance

Plan - per year cost based on a 1-year plan	$ 14,540.00
Professional Services Pool – to initiate services	
Engineering Services - Thirty (30) hours @ $175.75 per hour	5,572.50
Technician Services - Thirty (30) hours @ $118.75 per hour	3,562.50
Appliance – 1-yr lease	500.00
State Sales Tax @ 11.25%	56.25
Plan – initial cost	$ 24,231.25

Note: the initial cost identified is exclusive of the costs of parts, replacement items, freight and handling, expenses and additional engineering or technician time required above and beyond the prepaid pool hours indicated above.

INVOICING AND PAYMENT

IMS requests payment as follows:

Payment of the full Plan initial cost indicated included with final payment for system upgrade.

IMS will invoice the City for additional twenty (20) hour blocks of engineering and/or technician hours upon utilization of 70% of a current block.

Payment for all invoices shall be due and payable on a Net 30-day basis from the date of the invoice to provide and ensure uninterrupted continuous service.

Invoices shall be due and payable by Client no later than 30 days from the date of invoice. Late payment fees will be assessed to balances due over thirty (30) days at a rate of 1 1/2% per month.

ORDER REQUIREMENTS

No work shall be performed without receipt of a signed copy of this agreement from Client, accompanied by purchase order or other appropriate document authorizing the performance of services and receipt of payment. Receipt of the Proposal total amount is required to initiate remote monitoring and support.

CLIENT TO PROVIDE

The Client is to provide all required network infrastructure, internet services and configuration of network and internet access to IMS' specifications prior to IMS' installation team arrival.

AV Consultant/Contractor's ability to perform certain of the Services is dependent upon installation and continued connection at the Premises of the remote monitoring appliance, which is leased from AV Consultant/Contractor for the duration of, and as a part of this agreement. AV Consultant/Contractor's ability to perform certain of the Services is also dependent on Client's maintenance of a reliable, timely, electronic connection to the Internet. Accordingly, Client will obtain, install, operate and maintain, at Client's expense, all necessary hardware,

software, and telecommunications connections, services and equipment, compatible with and suitable to allow AV Consultant/Contractor to monitor the Systems via the Internet.

TIME & MATERIALS COSTS

Professional services time, materials and expenses required to diagnose, repair or replace defective equipment or systems will be billed on a Time and Materials basis at IMS' discounted rates of:

Consultant, Principal	$ 237.50 per hour
Engineer	175.75 per hour
Drafting	175.75 per hour
Technician	118.75 per hour
Administration	70.00 per hour
Travel (travel time per person)	at above rate
Shipping and Handling	Cost
Expenses	Cost

SHIPPING

All parts and equipment will be shipped two-day delivery. Expedited delivery is also available and will be utilized in emergency situations, as required.

OTHER TERMS AND CONDITIONS

Equipment Access and Maintenance

IMS is to have unrestricted access to the covered equipment for service visits. All covered equipment must be operated in accordance with the user operations manuals provided by the equipment manufacturer.

Software

City of responsible to provide complete current control system, touch panel and other device programming and code to the AV Consultant/Contractor upon initiation of services. All code must be provided in an uncompiled electronic version which is able to be loaded into the appropriate devices to support current functionality. This agreement does not cover instances where the above-described code either has not been supplied or current code is not available.

Equipment Alterations

This agreement does not cover instances where non-IMS personnel have altered, repaired or modified the wiring interconnections or covered equipment of this agreement, except as expressly directed by our service personnel. The agreement also does not cover CFE equipment or equipment, components, wiring or other parts that have been added to the covered equipment without written notification to, and acceptance by, IMS.

Not Covered Under this Agreement

- Computers, network hardware, firmware and software or failures caused by computer or network firmware or software updates to equipment not provided and installed by IMS.
- Projection screens and projection screen control devices, knobs, projection lamps, bulbs, trim, trim parts, LCD optical units, LCD panels, cabinetry, ILA optical units, DMD optical units, DLP optical units, or batteries.

- IMS will provide repairs to covered equipment provided repair support and parts to complete repairs to the failed equipment are available from the original manufacturer of the equipment or an authorized repair provider for the equipment, The City will automatically release IMS from further responsibility for repair of the failed device and it shall become the responsibility of the City to acquire suitable replacement equipment. The City may be responsible for additional equipment or control system programming and system reconfiguration to accommodate the use of replacement equipment.
- Failure of equipment or room functionality caused by fire, utility service disruptions, unconditioned or fluctuating electrical power, or natural and environmental causes such as earthquake, tornado, lightning, corrosion, flood, or other acts of God, or other causes beyond IMS' reasonable control.
- Failure of equipment or room functionality caused by abuse, misuse, negligence, or previously installed or used equipment, which is not in good operating condition.
- Any actual, consequential or incidental damages incurred or suffered by the City, directly or indirectly, or for economic loss, including, but not limited to inconvenience, loss of profits, loss of business revenue, loss of time, loss of equipment use, or any other economic loss of any kind whatsoever, even if IMS has been advised of the possibility thereof.
- System alterations or enhancements. If system alterations or enhancements are performed by IMS during the period of coverage, an addendum to this Agreement will be provided by IMS and is required to cover system alterations or enhancements.
- Control system changes or other software programming changes.
- Failures or faults caused by structural, mechanical, electrical, or plumbing systems or devices not installed by IMS and not specifically covered under this Agreement.
- Inability of the covered equipment to perform in a manner other than for which it was designed and intended.

Expiration and Renewal

- IMS will complete all work on covered equipment for service issues reported by the City prior to the expiration of this Agreement.
- This Agreement shall not automatically renew. A new Agreement must be written to provide coverage beyond the expiration date of this agreement. The City or IMS may decline to enter into a new Agreement.

PROFESSIONAL SERVICES FEES

The following information is provided as an outline of the cost breakdown for the professional services to address the intent of this proposal.

PROFESSIONAL SERVICES	202,632.00
REMOTE MONITORING, PREVENTIVE MAINTENANCE AND WARRANTY - 1-YR INITIAL COST AS INDICATED ABOVE	24,231.25
PROFESSIONAL SERVICES TOTAL:	$226,863.25

Pricing above is quoted including labor, travel time, remote system monitoring, maintenance and warranty, as stated.

Professional Services

Pre-installation

Final systems detailed design and engineering, design and specification of final facility infrastructure requirements, off-site project management, final system design and assembly drawings, CAD, administration, pre-installation system assembly, programming and factory acceptance testing

Installation

Project management on-site, all on-site work (except where specifically excluded) to install, connect, program, test and adjust systems, site acceptance testing and day-one support, including as-built drawings, submittals and training

Hourly rates for all AV Contractor/Consultant personnel are as follows:

Principal	$ 250.00 per hour
Engineer	185.00 per hour
Drafting	185.00 per hour
Project Manager	135.00 per hour
Technician – Off-site	125.00 per hour
Technician – On-site	156.00 per hour
Administration	70.00 per hour

IMS requests payment based on monthly progress billing to be generated for labor performed by IMS for the project during the monthly billing period. Invoices are requested to be paid within 30 days of the date of the invoice.

Payment may be made by ACH, wire or City check.

CONCLUSION

All of us at IMS are looking forward to continuing our partnership with the City to enhance the capabilities and functionality of your facility and to continue to support you. Should you have any questions or would like any additional information please do not hesitate to reach out to me directly at 714-579-4100 ext. 202 or by email at bcaldwell@imsav.com.

SUBMITTED BY:

Integrated Media Systems

Signature: Brad Caldwell

Name (Print): Brad Caldwell

Title: President & CEO

Date: February 20, 2026

Bill To	Requisition 00260913-00 FY 2026
FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Acct No: 20016001-774400 Review: Buyer: cmantell Status: Approved Page 1

Vendor 33-0241719	Ship To
INTEGRATED MEDIA SYSTEMS 200 MCCORMICK AVENUE COSTA MESA, CA 92626	INFORMATION SERVICES DEPT 38300 SIERRA HWY STE D PALMDALE, CA 93550

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/23/26	009237				INFORMATION SERVICES

LN	Description / Account	Qty	Unit Price	Net Price
001	BROADCAST AND COMMUNICATION SYSTEM EQUIPMENT UPDATE PHASE II	1.00 EA	226674.31000	226674.31
1	20016001-774400		226674.31	

Requisition Link

Requisition Total 226674.31

***** General Ledger Summary Section *****

Account		Amount	Remaining Budget
20016001-774400		226674.31	43024.90
INFORMATION TECHNOLOGY	EQUIPMENT-CAPITALIZED		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
E-mail	02/23/26	Stuart Thompson	e-mail notification sent
E-mail	02/23/26	Janelle Samson	e-mail notification sent
E-mail	02/23/26	Candice Mantell	e-mail notification sent
E-mail	02/23/26	Dawn McIntosh	e-mail notification sent
E-mail	02/23/26	Elizabeth Johnson	e-mail notification sent

Authorized By: _____ Date: _____
Signature

PROPOSAL

TO

City of Palmdale, CA

PALMDALE

a place to call home

FOR

BROADCAST AND COMMUNICATION SYSTEMS EQUIPMENT UPGRADE

VER. 1.3

FEBRUARY 17, 2026

Headquarters

200 McCormick Ave. Costa Mesa, CA. 92626
(714) 579-4100 ♦ www.imsav.com

EXECUTIVE SUMMARY

February 17, 2026

To: City of Palmdale
Attn: Stuart Thompson

Re: City Council Chamber Broadcast and Audiovisual System Infrastructure Upgrade

Cashel Corporation dba Integrated Media Systems (IMS or AV Consultant/Contractor) is pleased to provide the following revised equipment proposal to the City of Palmdale (City or Client) to support the associated modification and integration services proposal to upgrade the existing broadcast equipment and functionality and audiovisual systems infrastructure supporting the City Council Chamber, Broadcast and EOC/Training Room applications.

This revised proposal is the outcome of IMS' work under Phase I of the Agreement No. A-9456 Contract for Services Between the City of Palmdale and Cashel Corporation DBA Integrated Media Systems for evaluation, modification and upgrade the capabilities of the Council Chamber Broadcast systems and the supporting audiovisual system infrastructure to ensure the systems are utilizing current and supportable technology, while maintaining high reliability and user friendly operation, will support long-term high-performance use without technical obsolescence and are capable of adaptation to future functionality.

IMS is an authorized dealer or distributor for more than 400 manufacturers of audio, video, control, networking, lighting and peripheral AV products. We select and utilize only the most reliable, highest performance and fully supportable products available.

The equipment identified herein includes replacement of the existing early generation, fixed configuration systems with state-of-the-art video-over-IP (VOIP) and NDI network based fully digital AV distribution and control systems providing the greatest degree of reliability, performance, flexibility and future-proofing of the facility.

PHASE II - IMPLEMENTATION

The following information is provided to indicate the equipment required to support the scope of work to be provided during the implementation phase of the project.

EQUIPMENT LIST

The following equipment list is provided to identify those items required to support the system requirements identified through collaboration with the City, the effort provided in Phase I and to support the functionality described in the supporting Professional Services proposal.

Qty	Manufacturer	Part No.		Description	Unit Price	Extended Price
Chamber Display Equipment						
1	Avocor	AVX-1380	CFE	AVOCOR X SERIES DVLED - Display Diagonal Size 138Inch -Max Resolution 1920 x 1080 - 550cd/m2 - 3840 Hz - 1.58Mm - 6500: 1 - 16: 9		
Clerk Equipment						
2	Samsung	S22E450B	CFE	22" LED Display, (1) Agenda Mgmt, Voting, Speaker Timing, (1) Presentation PC, (1) Presentation Preview		
1	Crestron	TS-1060-B-S	CFE	10" Touch Panel, Black		
1	ATEN	CS-1792	CFE	KVM Switch, 2 Port		
1	CFE	CFE	CFE	Dedicated PC (Agenda Mgmt, Voting, Speaker Timing), Micro Form-Factor, (2) HDMI Output		
1	CFE	CFE	CFE	Dedicated PC (Presentation), Micro Form-Factor, (2) HDMI Output		
1	CFE	CFE	CFE	Wireless Keyboard and Mouse		
Member Dais, Display & Voting Equipment						
7	ELO	EO45538	CFE	24" Touch Display, 1920x1080, Integral Stand		
7	CFE	CFE	CFE	Member Dedicated PC (Agenda, Voting, Speaker Timing Client), Micro Form Factor, (2) HDMI Output		
7	Kramer	VS211UHD	CFE	2x1 HDMI Switch		
1	Viewsonic	VG1655	CFE	15.6" Display, 1920x1080		
1	Crestron	HD-DA8	CFE	1x8 HDMI Distribution Amplifier		
1	Crestron	TS-770R-B	CFE	7" Touch Panel, Black (Mayor)		
2	Crestron	FT-600-B	CFE	FlipTop™ Basic, Black Anodized		
2	Crestron	CBLR2-CAT5E	CFE	Cable Retractor for FlipTops, CAT5e		
4	Crestron	CBLRA-INSERT-BLANK		Blank Space Insert	$25.00	$100.00
2	Crestron	CBLRA-INSERT-BLANK	CFE	Blank Space Insert		
2	Crestron	CBLR2-HD	CFE	Cable Retractor for FlipTops, HDMI		
2	Crestron	FTA-PWR-102	CFE	Flip Top - Dual AC power outlet module		
2	Crestron	FTA-CP-USB-102	CFE	Flip Top Connector plate USB X 2		
7	Accuview	OFU133B-DS-AFQ	CFE	13.3” open frame LCD monitor, 1920*1080, DVI/VGA		
7	Crestron	DGE-100	CFE	Digital Graphics Engine 100 - Digital name plates and vote results		
1	Middle Atlantic	UPX-RLNK-2000R-8	CFE	2000VA, 20 Amp UPS Backup Power System, IP Controlled		
1	WattBox	WB-800-IPVM-6		Power Strip and Conditioner, 6 Individually Controlled and Metered Outlets	$540.00	$540.00
1	TBD	TBD	CFE	IP Switch (Enterprise Network)		
Lectern Equipment						
1	DWI	CUSTLECT	CFE	Custom Lectern, ADA Compliant, Motorized, Per IMS Specification, Finshed to Match		
1	Mimo	UM-760CH-SMK	CFE	7" LED Display, Touch Enabled, HDMI		
1	Viewsonic	VA2256-mhd	CFE	22" LED Display, 1080p		
1	Crestron	DGE-100	CFE	Digital Graphics Engine 100 - Digital name plates and vote results		
1	Netgear	GSM-4210PX	CFE	8x1G PoE+ 220W Managed Switch		
1	Crestron	FT-600-B	CFE	FlipTop™ Basic, Black Anodized		
1	Crestron	CBLR2-CAT5E	CFE	Cable Retractor for FlipTops, CAT5e		
2	Crestron	CBLRA-INSERT-BLANK		Blank Space Insert	$25.00	$50.00
2	Crestron	CBLRA-INSERT-BLANK	CFE	Blank Space Insert		
1	Crestron	CBLR2-HD	CFE	Cable Retractor for FlipTops, HDMI		
1	Crestron	FTA-PWR-102	CFE	Flip Top - Dual AC power outlet module		
1	Crestron	FTA-CP-USB-102	CFE	Flip Top Connector plate USB X 2		
1	Shure	MX418/C	CFE	15" Gooseneck Microphone, Dual Bend, Cardioid, Red LED Ring		

Equipment List - Continued

Dais, Staff and Lectern Microphones and Speakers						
9	RDL	DGPSP1F	CFE	Decora-Style Active Loudspeaker - Gray - Installer Level Adjust		
9	Shure	MX418C	CFE	18" Attached XLR Preamp, Shock & Flange Mount, Snap-Fit Foam Windscreen		
8	Clock Audio	TS003	CFE	Capacitive touch sensitive switch and Bi-Color Halo ring combination designed for remote switching from DSP		
3	Shure	ANI4IN-BLOCK		4 Channel Input Interface w/ Logic I/O, PoE or 24VDC	$688.00	$2,064.00
3	Shure	ANI4OUT-BLOCK		4 Channel Output Interface, PoE or 24VDC	$688.00	$2,064.00
Wireless Microphone Systems						
1	Shure	ULXD4Q=-H50	CFE	Quad-Channel Digital Wireless Receiver with Internal Power Supply, IEC Power Cable, 1/2		
2	Shure	ULXD2/SM58=-H50	CFE	Handheld Transmitter with SM58® Microphone		
2	Shure	ULXD1=-H50	CFE	Digital Wireless Bodypack Transmitter with Miniature 4-Pin Connector		
2	Shure	WL183	CFE	Microflex® Omnidirectional Lavalier Microphone		
1	Shure	SBC200US	CFE	Dual Docking Charger with PS45US Power Supply		
4	Shure	SB900A	CFE	Lithium-Ion Rechargeable Battery		
Audio DSP, Distribution and Assisted Listening						
1	Biamp	FORTEDANVT	CFE	DSP fixed I/O server with 12 analog inputs, 8 analog outputs		
1	Biamp	FORTEDANCI	CFE	DSP fixed I/O server with 12 analog inputs, 8 analog outputs		
1	Listen Tech	LT8401	CFE	IR 2-Channel Transmitter/Radiator Combo		
5	Listen Tech	LR5200IR	CFE	Advanced Intelligent DSP IR Receiver		
5	Listen Tech	LA401	CFE	Universal Ear Speaker		
5	Listen Tech	LA430	CFE	Intelligent Earphone/Neck Loop Lanyard		
2	Listen Tech	LA42301	CFE	4 Port USB Charger		
1	Crown	DCI4300	CFE	4 Channel amplifier @ 300 W per channel		
1	Whirlwind	PRESSMITE	CFE	22 AWG shielded twisted pair		
Networking, Routing & Control Equipment						
1	Netgear	GSM4248UX-100NAS		IP Switch, 48-Port Gigabit POE++ IP Switch, (8) SFP Ports	$4,850.00	$4,850.00
1	Netgear	XSM4216F-100NAS		IP Switch, 16 SFP+ Ports	$1,230.00	$1,230.00
3	Netgear	GSM4230PX-100NAS		IP Switch, 30-Port Gigabit, 480W POE+, (4) SFP+ Ports	$1,934.00	$5,802.00
3	Netgear	AXM765-20000S		SFP+ Transceiver, CAT-6a, 10GB	$335.00	$1,005.00
28	Netgear	AXM764-10000S		SFP+ Transceiver, SM Fiber, 10GB	$366.00	$10,248.00
5	Crestron	DM-NVX-360		4K HDR EncoderDecoder/, (1) 1GB LAN Port	$1,495.00	$7,475.00
5	Crestron	DM-NVX-360C		4K HDR Encoder/Decoder Card, (1) 1GB LAN Port	$1,300.00	$6,500.00
3	Crestron	DM-NVX-E30	CFE	4K HDR Encoder		
1	Crestron	DMF-CI-8		Card Frame	$1,444.00	$1,444.00
1	Crestron	DM-NVX-E30C		4K HDR Encoder Card	$939.00	$939.00
3	Crestron	DM-NVX-D30	CFE	4K HDR Decoder		
2	Crestron	DM-NVX-363C		4K HDR Encoder/Decoder Card, (1) 1GB LAN Port, DANTE	$1,733.00	$3,466.00
1	Crestron	TS-1060-B-S	CFE	10" Touch Panel, Black (Control Operator)		
1	Crestron	PRO4		Control Processor	$4,070.00	$4,070.00
1	Crestron	CEN-CI-3-3	CFE	Control Expansion Frame		
3	Crestron	C3COM-3	CFE	RS-232 Control Expansion Card		
1	TBD	TBD	CFE	IP Switch (Enterprise Network)		
1	IMS	REMMON	CFE	Custom Remote Monitoring System		
1	CFE	CFE	CFE	Remote Monitoring PC, Micrto Form-Factor		

Equipment List – Continued

Broadcast Video Equipment						
1	VizRT	V8FCP		Tricaster Production System, Windows-Based, Special Effects Generator, Camera Controller, Graphics Generator, NDI with TriCaster Flex Controller	$36,990.00	$36,990.00
1	VizRT	SPROYR1TCV		Professional Support Upgrade Option for TriCaster Vizion (1-Year)	$720.00	$720.00
1	VizRT	PTUFCP		ProTek Ultra for Flex Control Panel (1-Year)	$1,145.00	$1,145.00
1	VizRT	ZHW-HP-Z4-TCRACKRAIL		Vizion Tower Rack Mount Kit	$295.00	$295.00
2	VizRT	VCSHDMI		Connect Solo HDMI-NDI Interface	$995.00	$1,990.00
1	VizRT	NCA NewTek Chamber App		Chamber Production Software Package	$5,307.00	$5,307.00
4	Bolin	R9-420N		PTZ3 4K Camera, 20X Zoom, NDI, PoE+, Black	$4,578.00	$18,312.00
1	Audinate	ADP-USB-AU-2X2		Dante USB-Network Interface	$180.00	$180.00
1	AJA	HELO-PLUS-RO		Streaming Encoder, 2-Channel	$1,945.00	$1,945.00
2	CFE	CFE	CFE	Dedicated PC (Engineering and Control PCs), Micro Form-Factor, (2) HDMI Output		
1	CFE	CFE	CFE	Wireless Keyboard and Mouse		
1	Viewsonic	ID2455		24" Touch Display, 1920x1080, Integral Stand	$449.00	$449.00
1	ATEN	CS1798	CFE	KVM Unit		
1	AJA	KUMO-1616-R2		16 x 16 HD-SDI Router	$2,635.00	$2,635.00
1	AJA	KUMO-CP-R0		Control Panel	$915.00	$915.00
2	Blackmagic Design	BMD-CONVNTRM/AA/SDIH		HDMI-SDI Converter	$649.00	$1,298.00
2	Blackmagic Design	BMD-CONVNTRM/YA/SMTPN		Control Panel	$105.00	$210.00
1	Blackmagic Design	BMD-HYPERD/ST/DG4P		Digital Recorder, SD Drives	$1,755.00	$1,755.00
4	SUNEAST	SE-SDU2128GA300		128GB V90 SD Memory Card	$115.00	$460.00
1	LG	43UH5N-M		43" Professional LED Display, 4K	$1,052.00	$1,052.00
1	LG	27BN85UN-B		27" LED Display, 4K	$520.00	$520.00
1	LG	24BA560		24" LED Display	$191.00	$191.00
1	Samsung	UN32N5300	CFE	32" LED Display with Wall Mount		
1	Spectrum	TBD	CFE	Cable Television Set-Top-Box		
1	IMS	CUSTRPLT		Custom Rack Plate, AUX Input, (1) HDMI, (1) R/L Aud, 1RU	$300.00	$300.00
1	CableCast	CBL-VIOLITE-800		2 channel configurable 1x1 SD/HD SDI encode/ decode, multi-format server with 8TB of storage in a 2 RU chassis with whisper quiet fans. Selectable SD or HD SDI with embedded audio. Pulls in RTP, RTMP, RTSP, NDI, SRT and HLS streams. Includes Cablecast Automation, Video and CG server Software.	$9,990.00	$9,990.00
1	Smart Tech	VGA2HDU		VGA-HDMI Converter	$58.00	$58.00
2	JBL	C2PS	CFE	Monitor Speaker, Console		
2	Spectrum	TBD	CFE	Cable Television Set-Top-Box		
1	Spectrum	TBD	CFE	Cable Television Encoder, High Definition		
Captioning and Translation System						
1	ENCO	EN848		Closed Captioning Encoder	$10,990.00	$10,990.00
12	ENCO	enCaption 5 ASR		Captioning Software and Support - 30 Hrs Software Per Month Usage - English	$995.00	$11,940.00
12	ENCO	enTranslate		Translation Captioning Software and Support - 30 Hrs Software Per Month Usage - Spanish	$495.00	$5,940.00
2	CFE	CFE	CFE	PC (Wordly Application), Micro Form Factor, (2) HDMI Output		
Electronic Agenda Management, Voting, Speaker Timing						
1	Granicus	OneMeeting	CFE	Agenda Management, Voting, Speaker Timing Application, Cloud-Based		
1	Granicus	TBD	CFE	Encoder, High Definition		
1	Granicus	TBD	CFE	Display Server, High Definition, HDMI Output		

Equipment List - Continued

Control Room Rack Equipment						
1	Strong	SR-CUSTOM-32U-30IN		Equipment Rack, 32 Space, 30" Deep, 62.5" High, Black	$670.00	$670.00
1	Strong	SR-CUST-SP-32U-30IN		Rack Side Panels	$475.00	$475.00
1	Strong	SR-CUST-DOOR-32U-SLD		Rack Door, Rear	$150.00	$150.00
1	WattBox	WB-800VPS-IPVM-12		Power Strip and Conditioner, 12 Individually Controlled and Metered Outlets	$798.00	$798.00
1	Middle Atlantic	UPX-RLNK-2000R-8	CFE	2000VA, 20 Amp UPS Backup Power System, IP Controlled		
Miscellaneous						
1	Laguna Design	Console	CFE	Operator Console		
1	WattBox	WB-800VPS-IPVM-18		Power Strip and Conditioner, 18 Individually Controlled and Metered Outlets (Console)	$998.00	$998.00
1	Middle Atlantic	UPX-RLNK-2000R-8	CFE	2000VA, 20 Amp UPS Backup Power System, IP Controlled		
1	MISC	MISC		Miscellaneous Cables, Connectors and Installation Materials	$10,250.00	$10,250.00
EOC/Training Room Equipment						
1	Crestron	TSW-760	CFE	7" Touch Panel, Wall Mount, Black		
2	Crestron	DM-NVX-E20-2G-B-T		4K HDR Encoder, Wall Plate, 2-Gang, Black	$788.00	$1,576.00
5	Crestron	DM-NVX-360		4K HDR Encoder/, (1) 1GB LAN Port	$1,495.00	$7,475.00
1	Crestron	CEN-IO-COM-102		IP-RS-232 Interface	$269.00	$269.00
4	Sharp	PN-Y496	CFE	49" Display		
1	Panasonic	PT-RZ570WU	CFE	Video Projector		
1	Biamp	TesiraForte DAN AI	CFE	Audio DSP, DANTE		
1	Extron	XPA-2001	CFE	Audio Amplifier		
5	RDL	TX-J2	CFE	Audio Interface		
4	Atlas	FAP83T	CFE	Speaker, In-Ceiling		
1	Middle Atlantic	UPX-RLNK-1000R-8		1000VA, 15 Amp UPS Backup Power System, IP Controlled	$1,788.00	$1,788.00
1	WattBox	WB-800-IPVM-6		Power Strip and Conditioner, 6 Individually Controlled and Metered Outlets	$540.00	$540.00
Server Room Equipment						
3	Crestron	DM-NVX-360		4K HDR Encoder/, (1) 1GB LAN Port	$1,495.00	$4,485.00
1	WattBox	WB-800-IPVM-6		Power Strip and Conditioner, 6 Individually Controlled and Metered Outlets	$540.00	$540.00
1	Crestron	CEN-IO-COM-102		IP-RS-232 Interface	$269.00	$269.00
1	Middle Atlantic	UPX-RLNK-1000R-8		1000VA, 15 Amp UPS Backup Power System, IP Controlled	$1,788.00	$1,788.00

Fees

Equipment Cost

The following information is provided as an outline of the cost breakdown for the equipment to address the intent of this proposal.

EQUIPMENT TO BE PURCHASED UNDER THIS PROPOSAL	$ 199,505.00
STATE SALES TAX (@11.25%)	22,444.31
FREIGHT	4,725.00
EQUIPMENT TOTAL:	$226,674.31

Pricing above is quoted including equipment, State Sales Tax, freight and handling, as stated.

IMS requests payment based on monthly progress billing to be generated for equipment received by IMS for the project during the monthly billing period. Invoices are requested to be paid within 30 days of the date of the invoice.

Payment may be made by ACH, wire or City check.

CONCLUSION

All of us at IMS are looking forward to continuing our partnership with the City to enhance the capabilities and functionality of your facility and to continue to support you. Should you have any questions or would like any additional information please do not hesitate to reach out to me directly at 714-579-4100 ext. 202 or by email at bcaldwell@imsav.com.

SUBMITTED BY:

Integrated Media Systems

Signature: Brad Caldwell

Name (Print): Brad Caldwell

Title: President & CEO

Date: February 17, 2026

City Council Staff Report

DATE: **MARCH 3, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ECONOMIC AND COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION**

DISTRICT: **ALL**

SUBJECT: **RECEIVE THE SUMMARY OF THE 2025 ANNUAL HOUSING ELEMENT PROGRESS REPORT**

RECOMMENDATION

Staff recommend that the City Council:

1. Receive the summary of the 2025 Annual Housing Element Progress Report;

2. Direct staff to make minor revisions to the Report if required by the California Department of Housing and Community Development (HCD); and,

3. Direct staff to file the report with the California Department of HCD.

BACKGROUND

Government Code Section 65400 requires that all California cities provide an Annual Housing Element Progress Report to the Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD). The intent of the statute is to describe the City's progress in meeting its share of the Regional Housing Needs Assessment (RHNA). Also, filing the annual report with OPR and HCD allows the City to continue to be eligible for future housing grants.

DISCUSSION

The City of Palmdale was allocated 6,640 units in the 6th cycle RHNA for the October 2021–October 2029 planning period. These units are distributed by affordability level, and the Housing Element must identify how the City will accommodate them by designating sufficient residential land. While the City must ensure adequate zoning capacity, it is not required to guarantee construction. Progress is reported annually through the Housing Element Progress Report.

In April 2023, the City adopted Zoning Ordinance Amendment 21-007, updating Title 17 of the Palmdale Municipal Code to be consistent with Palmdale 2045, the City's adopted General Plan. This update included additional land use designations that allow flexibility in multi-family and mixed-use zones to accommodate residential development.

In calendar year 2025, 185 housing units were issued building permits. The table below provides a breakdown of housing units per year from 2021 to 2025.

Table 1: 6th Cycle RHNA Allocation with Annual Permits Issued

Income Level		**RHNA Allocation**	**2021**	**2022**	**2023**	**2024**	**2025**	**Total**	**Total Remaining**
Extremely Low							2	2	
Very Low		1,777			7	2	4	13	1,764
Low		935		91	205		1	297	638
Moderate		1,004	41					41	963
Above Moderate		2,924		116	100	149	178	543	2,381
Total		**6,640**	**41**	**207**	**312**	**151**	**185**	**896**	**5,698**

City staff continue to process housing development applications as expeditiously as possible to support timely project delivery. Staff also meet regularly with external utility partners to coordinate infrastructure planning and ensure development projects move through the review process in a streamlined and efficient manner.

The annual RHNA progress report captures housing production for a single year but does not reflect the City's full development pipeline. Several approved residential projects are in post-approval processing and are expected to add units in future reporting cycles.

The City also has multiple approved tentative subdivision maps being marketed to home builders, representing a substantial inventory of entitled, ready-to-develop lots. Although not all units appear in this year's report, this inventory positions the City to continue making measurable progress toward its RHNA allocation in the coming years.

FISCAL IMPACT

$0; No fiscal impact associated with this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

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

Rpt. 2025 Housing Element Full Report

Jurisdiction	Palmdale	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Housing Element Planning Period	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	2
	Non-Deed Restricted	0
Very Low	Deed Restricted	4
	Non-Deed Restricted	0
Low	Deed Restricted	1
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		178
Total Units		**185**

Units by Structure Type	**Entitled**	**Permitted**	**Completed**
Single-family Attached	36	0	0
Single-family Detached	5	97	92
2 to 4 units per structure	0	4	0
5+ units per structure	1089	15	70
Accessory Dwelling Unit	87	68	46
Mobile/Manufactured Home	0	0	0
Total	**1217**	**184**	**208**

Infill Housing Developments and Infill Units Permitted	**# of Projects**	**Units**
Indicated as Infill	34	34
Not Indicated as Infill	135	150

Housing Applications Summary	
Total Housing Applications Submitted:	97
Number of Proposed Units in All Applications Received:	1,266
Total Housing Units Approved:	749
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Acutely Low	0	0	0
Extremely Low	0	0	0
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	**0**	**0**	**0**

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	88	141
Discretionary	9	1125

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	3
Number of Units in Applications Submitted Requesting a Density Bonus	685
Number of Projects Permitted with a Density Bonus	4
Number of Units in Projects Permitted with a Density Bonus	11

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	20
Sites Rezoned to Accommodate the RHNA	0

Jurisdiction	Palmdale
Reporting Year	2025 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes											Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Historic Sites	Density Bo Applica
1					2	3	4	5										6	7	8	9	10	11
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								2	0	61	0	36	0	481	0	0	0	686	1266	749	0			
	3005005036	39735 15TH ST W	The Landing	SPR24-0029	5+	R	7/11/2024												0	308		NONE	No	No
	3005005036	39736 15TH ST W	The Landing	SPR24-0029	SFA	R	7/11/2024												0	36		NONE	No	No
	3018018009	VAC/COR AVE Q/27TH STE		Z24-0158	SFD	O	3/12/2024											1	1			NONE	No	No
	3015002005	38563 10TH Place East		Z24-0666	ADU	R	10/29/2024											1	1			NONE	No	No
	3015002004	38557 10TH Place East		Z24-0665	ADU	R	10/29/2024											1	1			NONE	No	No
	3053012030	VAC/COR HAROLD 1ST/HAROLD ASH		Z25-0154	SFD	O	6/1/2025											1	1			NONE	No	No
	3024039018	38140 Cima Mesa Drive		Z25-0304	ADU	R	11/6/2025											1	1			NONE	No	No
	3021010020	38603 Lilacview Ave		Z25-0042	ADU	R	2/18/2025											1	1			NONE	No	No
	3015010029	1211 E Q-5 Ave		Z25-0065	ADU	R	3/11/2025											1	1			NONE	No	No
	3023061026	5706 Monterey Pl		Z25-0067	ADU	R	3/12/2025											1	1			NONE	No	No
	3008017008	38503 Sumac Ave		Z25-0074	ADU	R	3/19/2025											1	1			NONE	No	No
	3008017008	38503 Sumac Ave		Z25-0125	ADU	R	5/6/2025											1	1			NONE	No	No
	3004017015	38353 5th Pl W		Z25-0162	ADU	R	6/12/2025											1	1			NONE	No	No
	3021013007	38538 Landon Ave		Z25-0178	ADU	R	6/30/2025											1	1			NONE	No	No
	3052018031	386308 32nd St E		Z25-0204	ADU	R	7/20/2025											1	1			NONE	No	No
	3005040027	40101 Villa Moura Dr		Z25-0288	ADU	R	10/17/2025											1	1			NONE	No	No
	3012030006	37810 19th St E		Z25-0313	ADU	R	11/24/2025											1	1			NONE	No	No
	3012007019	37825 11th St E		Z25-0330	ADU	R	12/18/2025											1	1			NONE	No	No
	3052017009	VAC/VALLEY SPRINGS RD/VIC E T6		Z24-0623	SFD	O	10/10/2024												0	1		NONE	No	No
	3204030181	VAC/KAREN DR/VIC AVE M7		Z24-0707	SFD	O	12/10/2024												0	1		NONE	No	No

Jurisdiction	Palmdale	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier (1), Unit Types (2–3), Affordability by Household Incomes - Completed Entitlement (4–6)

Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Acutely Low-Income Deed Restricted	Acutely Low-Income Non Deed Restricted	Extremely Low-Income Deed Restricted	Extremely Low-Income Non Deed Restricted	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							2	0	451	0	26	0	423	0	0	0	535		1317
3008-040-012	3009-018-009	38225 9th Street East	Building A (8 Units) 9th Patriot	MSPR-22-002 B23-02320	5+	R													0
	3009-018-009	38225 9th St East	Building D (7 Units) 9th Patriot	MSPR-22-002 / B23-02322	5+	R													0
	3101-007-067	41303 Maple Street	Garage to ADU	RES23-00042	ADU	O													0
	3018-022-019	38350 26th Street E	SFR	Z23-126 / RES23-00140	SFD	O													0
	3014-017-018	38233 17th St E	Detached ADU	Z23-0525 / RES23-00160	ADU	O													0
	3014-017-018	38233 17th St E	JADU	Z23-0525 / RES23-00160	ADU	O													0
	3012-036-004	1520 E Ave R-12	Z23-017	RES24-00203	ADU	O													0
	3003-083-022	38770 Elder Creek	B22-03853	Z22-591	ADU	R													0
	3018-014-074	38533 25th Street East	Juniper Valley Townhomes (SPR 22-003)	B22-01445/ B22-01443 / B22-01446 / B22-01444 /B22-01442 / B22-01448 / B22-01441	5+	R													0
	3014-029-027	1141 East Avenue R	Z23-0542	RES24-00038	SFD	O													0
	3050004009	3902 East Avenue	Z22-392	B22-01371	SFD	O													0
	3001-076-029	4750 Mallow Ct	Z23-0462	RES24-00286	ADU	O													0
	3012-007-026	37863 11th Street E	Z23-201	RES24-00299	ADU	O													0
	3010029052	37666 Dixie Dr	Z23-082	RES24-00300	ADU	O													0
	3001-140-013	5513 Los Reyes Terr	Z24-0099	RES24-00311	SFD	O													0
	3206-076-006	4106 Saddle Dr	SDP23-0001	RES24-00342	SFD	O													0
	3023-067-031	38136 52nd St East		B22-02897	ADU	R													0
	3051-048-028	6210 Alamo Ln		B22-00433	ADU	R													0
	3023-041-005	37746 52nd St E	B23-01599	Z23-223	ADU	R													0
	3003065017	38873 Calistoga St Unit B	B23-010776	Z23-247	ADU	O													0
	3008-013-802	513 E Ave Q4	Victory Outreach	RES25-00336	2 to 4	R													0
	3003040022	1348 WINDERMERE CT	Z24-0684/ Pacific Comm (TTM 54058-03)	RES24-00362	ADU	O													0
	3020042069	3634 E Ave Q-14	Pacific Comm (TTM 54058-03)	RES24-00365	SFD	O													0
	3020042031	3669 Saddleback Dr	Pacific Comm (TTM 54058-03)	RES24-00374	SFD	O													0
	3020042032	3677 Saddleback Dr	Pacific Comm (TTM 54058-03)	RES24-00375	SFD	O													0
	3003102027	2302 Century Plant St	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04111	SFD	O													0
	3003102031	2309 CENTURY PLANT ST	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-04112	SFD	O													0
	3003102033	2321 CENTURY PLANT ST	Pacific Comm (TTM 54058-03)	SDP20-004 B22-04113	SFD	O													0
	3020042063	3682 E Ave Q-14	Pacific Comm (TTM 54058-03)	RES24-00363	SFD	O													0
	3003103034	2410 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00310	SFD	O													0
	3003103002	38827 Candlenut Dr	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00311	SFD	O													0
	3003103003	38819 Candlenut Dr.	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00312	SFD	O													0
	3003103036	38835 Candlenut Dr.	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00313	SFD	O													0
	3003103038	2324 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00314	SFD	O													0
	3003103053	2409 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00315	SFD	O													0
	3003103001	38835 Candlenut Dr.	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00316	SFD	O													0
	3003103004	38811 Candlenut Dr	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00317	SFD	O													0
	30033103050	2331 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00318	SFD	O													0
	3052-036-424	2904 NANDINA DR	Pacific Comm (TTM 54058-03)	SDP20-004 / B22-01464	ADU	O													0
	3003103052	2401 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00319	SFD	O													0
	3003103035	2402 Quail Bush	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00320	SFD	O													0
	3003103037	2330 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00321	SFD	O													0
	3003103040	2325 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00322	SFD	O													0
	3003103051	2337 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00323	SFD	O													0
	3014021011	1803 E Avenue Q-9	Z24-0418	RES24-00306	ADU	O													0
	3206072015	39651 Nicholas Ct	Joshua Ranch / TR 53200-1	B20-02512	SFD	O													0
	3206072016	39645 Nicholas Ct	Joshua Ranch / TR 53200-1	B20-02513	SFD	O													0
	3206072013	39659 Nicholas Ct	Joshua Ranch / TR 53200-1	RES24-00122	SFD	O													0
	3003-065-017	38873 CALISTOGA ST	Z23-247	B23-01776	ADU	R													0
	3204025048	6713 Solera Dr	The Reserve / TR 81337 / SDP24-0002	RES24-00367	SFD	O													0
	3204025048	41844 Oak Barrel Ct	The Reserve / TR 81337 / SDP24-0002	RES24-00368	SFD	O													0
	3204025048	6725 Solera Dr	The Reserve / TR 81337 / SDP24-0002	RES24-00369	SFD	O													0
	3204025048	6737 Solera Dr	The Reserve / TR 81337 / SDP24-0002	RES24-00370	SFD	O													0
	3204025048	41847 Oak Barrel Ct	The Reserve / TR 81337 / SDP24-0002	RES24-00371	SFD	O													0
	3204025048	6749 Solera Dr	The Reserve / TR 81337 / SDP24-0002	RES24-00372	SFD	O													0
	3206071025	39624 NICHOLAS CT	Joshua Ranch / TTM 53200-3	SDP18-004/B23-01400	SFD	O													0
	3206071028	39635 NICHOLAS CT	Joshua Ranch / TTM 53200-3	SDP18-004/B23-01401	SFD	O													0
	3206071026	39630 NICHOLAS CT	Joshua Ranch / TTM 53200-3	SDP18-004/B23-01402	SFD	O													0
	3020042035	3692 Adobe Dr	Pacific Communities SDP 20-001	B22-04094	SFD	O													0
	3020042042	3667 Adobe Dr	Pacific Communities SDP 20-001	B22-04096	SFD	O													0
	3020042036	3684 Adobe Dr	Pacific Communities SDP 20-001	B22-04098	SFD	O													0
	3020042039	3691 Adobe Dr	Pacific Communities SDP 20-001	B22-04099	SFD	O													0
	3020042041	3675 Adobe Dr	Pacific Communities SDP 20-001	B22-04100	SFD	O													0
	3020042023	3632 Saddleback Rd	Pacific Communities SDP 20-001	B22-04102	SFD	O													0
	3020042037	3676 Adobe Dr	Pacific Communities SDP 20-001	B22-04103	SFD	O													0
	3020042040	3683 Adobe Dr	Pacific Communities SDP 20-001	B22-04104	SFD	O													0
	3020042043	3659 Adobe Dr.	Pacific Communities SDP 20-001	B22-04105	SFD	O													0
	3020042050	38043 Cranesbill Ct	Pacific Communities SDP 20-001	B22-04106	SFD	O													0
	3020042051	38051 Cranesbill Ct	Pacific Communities SDP 20-001	B22-04107	SFD	O													0
	3023083027	38129 Rainer Dr	Z21-689	RES25-002369/ B22-00372	ADU	R													0
	3206071020	37140 Eliopulos Ranch Dr	Joshua Ranch (TTM 52200-02) SDP18-004	B23-01395	SFD	O													0
	3206071019	3716 Eliopulos Ranch Dr	Joshua Ranch (TTM 52200-02)	SDP 18-004 / B23-01393	SFD	O													0
	3009001050	38161 Vito Lane	Homes4Families (SPR15-007)	RES25-00017	SFD	O													0
	37095	5637 Redwood Ave. B	Z23-0380	RES23-00029	ADU	R													0
	3023010018	37351 51st Street	Z23-0394	RES25-00222 /RES23-00048	ADU	R													0
	3009001029	172 Taintor Rd	Homes4Families	RES23-00053	SFD	O													0
	3009001030	176 Taintor Rd	Homes4Families	RES23-00054	SFD	O													0
	3009-001-039	38206 Vito Lane	Homes4Families	RES23-00055	SFD	O													0
	3009-001-040	38202 Vito Lane	Homes4Families	RES23-00056	SFD	O													0
	3009-010-047	38207 Vito Lane	Homes4Families	RES23-00057	SFD	O													0
	3009-001-048	38203 Vito Lane	Homes4Families	RES23-00058	SFD	O													0
	3023086017	37217 Festival Ct Unit B	Z23-0618	RES23-00129	ADU	O													0
	3004042019	1715 Date Palm Dr	Z24-0434	RES24-00225	ADU	O													0
	3053035406	36602 Spanish Broom Dr.	Z24-0603	RES24-00298	ADU	O													0
	3023031057	4632 Blue Ride, Unit B	Z23-157	B22-03203	ADU	O													0
	3018006014	38633 Ladelle Ave	Z20-372	B20-01390	ADU	O													0
	3024020031	37616 Ruby Ln	Z22-610	B23-01068	ADU	O													0
	3003103021	38808 Malva Rosa Dr	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00037	SFD	O													0
	3003103043	2234 Quail Bush Dr	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00039	SFD	O													0
	3204025048	41823 Oak Barrel	The Reserve / TR 81337 / SDP24-0002	RES25-00093	SFD	O													0
	3204025048	41820 Oak Barrel	The Reserve / TR 81337 / SDP24-0002	RES25-00094	SFD	O													0
	3204025048	41832 Oak Barrel	The Reserve / TR 81337 / SDP24-0002	RES25-00095	SFD	O													0
	3003104005	1888 VINCENT DRIVE, PALMDALE	Joshua Landing / TR 60732 / SDP24-0001	RES24-00152	SFD	O													0
	3003104027	1879 VINCENT DRIVE, PALMDALE	Joshua Landing / TR 60732 / SDP24-0001	RES24-00153	SFD	O													0
	3003104006	1880 VINCENT DRIVE, PALMDALE	Joshua Landing / TR 60732 / SDP24-0001	RES24-00154	SFD	O													0
	3003104026	1871 VINCENT DRIVE, PALMDALE	Joshua Landing / TR 60732 / SDP24-0001	RES24-00266	SFD	O													0
	3003104007	1872 VINCENT Drive, PALMDALE	Joshua Landing / TR 60732 / SDP24-0001	RES24-00270	SFD	O													0
	3003104008	1864 VINCENT Drive, PALMDALE	Joshua Landing / TR 60732 / SDP24-0001	RES24-00271	SFD	O													0
	3003104024	1855 Vincent Drive, Palmdale, CA	Joshua Landing / TR 60732 / SDP24-0001	RES24-00272	SFD	O													0
	3003104025	1863 Vincent Drive, Palmdale, CA	Joshua Landing / TR 60732 / SDP24-0001	RES24-00273	SFD	O													0
	3003104009	1856 VINCENT Drive, PALMDALE	Joshua Landing / TR 60732 / SDP24-0001	RES24-00312	SFD	O													0
	3003104023	1847 VINCENT Drive, PALMDALE	Joshua Landing / TR 60732 / SDP24-0001	RES24-00313	SFD	O													0
	3003104022	1839 VINCENT Drive, PALMDALE	Joshua Landing / TR 60732 / SDP24-0001	RES24-00314	SFD	O													0
	3003104011	1840 VINCENT Drive, PALMDALE	Joshua Landing / TR 60732 / SDP24-0001	RES24-00315	SFD	O													0
	3003104010	1848 VINCENT Drive, PALMDALE	Joshua Landing / TR 60732 / SDP24-0001	RES24-00316	SFD	O													0
	3003104028	1887 VINCENT DR	Joshua Landing / TR 60732 / SDP24-0001	RES25-0027	SFD	O													0
	3003101004	39035 Calmview Circle	Joshua Landing / TR 60732 / SDP24-0001	RES25-00026	SFD	O													0
	3003101003	39043 CALMVIEW CIR	Joshua Landing / TR 60732 / SDP24-0001	RES25-00025	SFD	O													0
	3003104002	39051 CLAMVIEW CIR	Joshua Landing / TR 60732 / SDP24-0001	RES25-00024	SFD	O													0
	3003104019	1815 VINCENT DR	Joshua Landing / TR 60732 / SDP24-0001	RES25-00023	SFD	O													0
	3003104018	1807 VINCENT DR	Joshua Landing / TR 60732 / SDP24-0001	RES25-00022	SFD	O													0
	3003101017	1788 VINCENT DR	Joshua Landing / TR 60732 / SDP24-0001	RES25-00021	SFD	O													0
	3003104016	1796 VINCENT DR	Joshua Landing / TR 60732 / SDP24-0001	RES25-00020	SFD	O													0
	3003104015	1804 VINCENT DR	Joshua Landing / TR 60732 / SDP24-0001	RES25-00007	SFD	O													0
	3003104021	1831 VINCENT DR	Joshua Landing / TR 60732 / SDP24-0001	RES24-00323	SFD	O													0
	3003101020	1823 VINCENT DR	Joshua Landing / TR 60732 / SDP24-0001	RES24-00322	SFD	O													0

Affordability by Household Incomes - Building Permits (7–9) and Certificates of Occupancy (10–12)

Current APN	BP: Acutely Low-Income Deed Restricted	BP: Acutely Low-Income Non Deed Restricted	BP: Extremely Low-Income Deed Restricted	BP: Extremely Low-Income Non Deed Restricted	BP: Very Low-Income Deed Restricted	BP: Very Low-Income Non Deed Restricted	BP: Low-Income Deed Restricted	BP: Low-Income Non Deed Restricted	BP: Moderate-Income Deed Restricted	BP: Moderate-Income Non Deed Restricted	BP: Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	CO: Acutely Low-Income Deed Restricted	CO: Acutely Low-Income Non Deed Restricted	CO: Extremely Low-Income Deed Restricted	CO: Extremely Low-Income Non Deed Restricted	CO: Very Low-Income Deed Restricted	CO: Very Low-Income Non Deed Restricted	CO: Low-Income Deed Restricted	CO: Low-Income Non Deed Restricted	CO: Moderate-Income Deed Restricted	CO: Moderate-Income Non Deed Restricted	CO: Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
Summary Row	0	0	3	0	4	0	1	0	0	0	178		181	3	0	7	0	7	0	61	0	0	1	129		208
3009-018-009					2						6	5/20/2025	8													0
3009-018-009											7	9/24/2025	7													0
3101-007-067											1	6/26/2025	1													0
3018-022-019											1	1/8/2025	0													0
3014-017-018											1	6/18/2025	1													0
3014-017-018											1	6/18/2025	1													0
3012-036-004											1	2/11/2025	1													0
3003-083-022											1	3/16/2023	1													0
3018-014-074													0			7		7		55			1		10/21/2025	70
3014-029-027											1	7/30/2025	1													0
3050004009													0											1	4/30/2025	1
3001-076-029											1	6/2/2025	1													0
3012-007-026											1	4/1/2025	1													0
3010029052											1	3/18/2025	1													0
3001-140-013											1	9/8/2025	1													0
3206-076-006											1	2/13/2025	1													0
3023-067-031													0													0
3051-048-028													0													0
3023-041-005													0											1	5/29/2025	1
3003065017													0											1	5/5/2025	1
3008-013-802			3		2							12/11/2025	4													0
3003040022											1	5/6/2025	1													0
3020042069											1	10/20/2025	1													0
3020042031											1	6/3/2025	1													0
3020042032											1	6/3/2025	1													0
3003102027													0											1	7/28/2025	1
3003102031													0											1	7/28/2025	1
3003102033													0											1	12/16/2025	1
3020042063											1	10/16/2025	1													0
3003103034											1	11/19/2025	1													0
3003103002											1	11/19/2025	1													0
3003103003											1	11/19/2025	1													0
3003103036											1	11/19/2025	1													0
3003103038											1	11/19/2025	1													0
3003103053											1	11/19/2025	1													0
3003103001											1	11/19/2025	1													0
3003103004											1	11/19/2025	1													0
30033103050											1	11/19/2025	1													0
3052-036-424													0											1	3/21/2025	1
3003103052											1	11/19/2025	1													0
3003103035											1	11/19/2025	1													0
3003103037											1	11/19/2025	1													0
3003103040											1	11/19/2025	1													0
3003103051											1	11/19/2025	1													0
3014021011											1	5/8/2025	1											1	6/3/2025	1
3206072015													0											1	6/6/2025	1
3206072016													0											1	6/6/2025	1
3206072013											1	3/17/2025	1											1	9/4/2025	1
3003-065-017													0											1	5/5/2025	1
3204025048											1	2/12/2025	1											1	8/12/2025	1
3204025048											1	2/12/2025	1											1	8/12/2025	1
3204025048											1	2/12/2025	1											1	8/12/2025	1
3204025048											1	2/12/2025	1											1	6/30/2025	1
3204025048											1	2/12/2025	1											1	8/12/2025	1
3204025048											1	2/12/2025	1											1	6/30/2025	1
3206071025													0											1	3/17/2025	1
3206071028													0											1	5/22/2025	1
3206071026													0											1	3/24/2025	1
3020042035													0											1	4/15/2025	1
3020042042													0											1	4/9/2025	1
3020042036													0											1	4/9/2025	1
3020042039													0											1	4/8/2025	1
3020042041													0											1	3/27/2025	1
3020042023													0											1	3/27/2025	1
3020042037													0											1	5/27/2025	1
3020042040													0											1	4/10/2025	1
3020042043													0											1	4/10/2025	1
3020042050													0											1	6/23/2025	1
3020042051													0											1	3/27/2025	1
3023083027											1	[illegible]	1													0
3206071020													0											1	1/29/2025	1
3206071019													0											1	5/22/2025	1
3009001050							1					10/9/2025	1													0
37095											1	10/19/2023	1													0
3023010018											1	9/25/2025	1													0
3009001029													0							1					8/5/2025	1
3009001030													0							1					8/5/2025	1
3009-001-039													0							1					8/5/2025	1
3009-001-040													0							1					8/5/2025	1
3009-010-047													0							1					8/5/2025	1
3009-001-048													0							1					8/5/2025	1
3023086017													0											1	1/6/2025	1
3004042019											1	3/27/2025	1											1	12/8/2025	1
3053035406											1	2/11/2025	1											1	10/8/2025	1
3023031057													0											1	12/17/2025	1
3018006014													0											1	8/7/2025	1
3024020031													0											1	1/16/2025	1
3003103021											1	2/18/2025	1											1	11/24/2025	1
3003103043											1	2/18/2025	1											1	11/20/2025	1
3204025048											1	8/7/2025	1											1	12/18/2025	1
3204025048											1	8/7/2025	1											1	12/18/2025	1
3204025048											1	8/7/2025	1											1	12/18/2025	1
3003104005													0											1	3/20/2025	1
3003104027													0											1	3/19/2025	1
3003104006													0											1	3/20/2025	1
3003104026													0											1	3/18/2025	1
3003104007													0											1	4/16/2025	1
3003104008													0											1	4/16/2025	1
3003104024													0											1	4/17/2025	1
3003104025													0											1	4/17/2025	1
3003104009													0											1	6/18/2025	1
3003104023													0											1	6/18/2025	1
3003104022													0											1	6/18/2025	1
3003104011													0											1	6/18/2025	1
3003104010													0											1	6/18/2025	1
3003104028											1	5/6/2025	1											1	10/27/2025	1
3003101004											1	5/6/2025	1											1	10/27/2025	1
3003101003											1	5/6/2025	1											1	10/27/2025	1
3003104002											1	8/21/2025	1											1	12/18/2025	1
3003104019											1	4/15/2025	1											1	9/11/2025	1
3003104018											1	4/15/2025	1											1	10/15/2025	1
3003101017											1	4/17/2025	1											1	8/27/2025	1
3003104016											1	4/17/2025	1											1	9/11/2025	1
3003104015											1	4/15/2025	1											1	9/11/2025	1
3003104021											1	1/27/2025	1											1	7/16/2025	1
3003101020											1	1/27/2025	1											1	7/16/2025	1

Streamlining (13), Historic Sites (14), Infill (15), Housing with Financial Assistance and/or Deed Restrictions (16–17), Housing without Financial Assistance or Deed Restrictions (18), Term of Affordability or Deed Restriction (19), Demolished/Destroyed Units (20), Density Bonus (21–24), Notes (25)

Current APN	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Is this project located on a site with an associated historical designation as outlined in Government Code Section 65400(a)(2)(N) and reported on Table L?	Infill Units? Y/N+	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)	Notes+
3009-018-009	NONE	No	N	Other	DB		55				5.0%	0	Development Standards Modification	Yes	
3009-018-009	NONE	No	N												
3101-007-067	NONE	No	N												
3018-022-019	NONE	No	N												
3014-017-018	NONE	No	N												
3014-017-018	NONE	No	N												
3012-036-004	NONE	No	N												
3003-083-022	NONE	No	N												
3018-014-074	NONE	No	N	Other	DB	affordability determined by the federal Low-Income Housing Tax Credit (LIHTC) program, targeting households earning 30-70% of the Area Median Income (AMI)	55				0.0%	4	Development Standards Modification	Yes	
3014-029-027	NONE	No	N	Other	DB		55				5.0%	1	Other	Yes	Building Permits applied for in 2022 not yet approved. Grading permit #EN22-00262 approved 4/25/2023
3050004009	NONE	No	N												
3001-076-029	NONE	No	N												
3012-007-026	NONE	No	N												
3010029052	NONE	No	N												
3001-140-013	NONE	No	N												
3206-076-006	NONE	No	N												
3023-067-031	NONE	No	N												
3051-048-028	NONE	No	N												
3023-041-005	NONE	No	N												
3003065017	NONE	No													
3008-013-802	NONE	No	N	Other	Other										
3003040022	NONE	No	N												
3020042069	NONE	No	N												
3020042031	NONE	No	N												
3020042032	NONE	No	N												
3003102027	NONE	No	N												
3003102031	NONE	No	N												
3003102033	NONE	No	N												
3020042063	NONE	No	N												
3003103034	NONE	No	N												
3003103002	NONE	No	N												
3003103003	NONE	No	N												
3003103036	NONE	No	N												
3003103038	NONE	No	N												
3003103053	NONE	No	N												
3003103001	NONE	No	N												
3003103004	NONE	No	N												
30033103050	NONE	No	N												
3052-036-424	NONE	No	N												
3003103052	NONE	No	N												
3003103035	NONE	No	N												
3003103037	NONE	No	N												
3003103040	NONE	No	N												
3003103051	NONE	No	N												
3014021011	NONE	No	N												
3206072015	NONE	No	N												
3206072016	NONE	No	N												
3206072013	NONE	No	N												
3003-065-017	NONE	No	N												
3204025048	NONE	No	N												
3204025048	NONE	No	N												
3204025048	NONE	No	N												
3204025048	NONE	No	N												
3204025048	NONE	No	N												
3204025048	NONE	No	N												
3206071025	NONE	No	N												
3206071028	NONE	No	N												
3206071026	NONE	No	N												
3020042035	NONE	No	N												
3020042042	NONE	No	N												
3020042036	NONE	No	N												
3020042039	NONE	No	N												
3020042041	NONE	No	N												
3020042023	NONE	No	N												
3020042037	NONE	No	N												
3020042040	NONE	No	N												
3020042043	NONE	No	N												
3020042050	NONE	No	N												
3020042051	NONE	No	N												
3023083027	NONE	No	N												B22-00372 Expired and New Building Permit had to be issued
3206071020	NONE	No	N												
3206071019	NONE	No	N												
3009001050	NONE	No	N	Other	DB						100.0%	1	Development Standards Modification		
37095	NONE	No	N												
3023010018	NONE	No	N												Expired Permit from 2023 Reissued for 2025
3009001029	NONE	No	N	Other	DB	Affordability based on current new home sales price being within moderate income range					100.0%	1	Development Standards Modification	Yes	
3009001030	NONE	No	N	Other	DB	Affordability based on current new home sales price being within moderate income range					100.0%	1	Development Standards Modification	Yes	
3009-001-039	NONE	No	N	Other	DB	Affordability based on current new home sales price being within moderate income range					100.0%	1	Development Standards Modification	Yes	
3009-001-040	NONE	No	N	Other	DB	Affordability based on current new home sales price being within moderate income range					100.0%	1	Development Standards Modification	Yes	
3009-010-047	NONE	No	N	Other	DB	Affordability based on current new home sales price being within moderate income range					100.0%	1	Development Standards Modification	Yes	
3009-001-048	NONE	No	N	Other	DB	Affordability based on current new home sales price being within moderate income range					100.0%	1	Development Standards Modification	Yes	
3023086017	NONE	No	N								100.0%	1	Development Standards Modification	Yes	
3004042019	NONE	No	N								100.0%	1	Development Standards Modification	Yes	
3053035406	NONE	No	N								100.0%	1	Development Standards Modification	Yes	
3023031057	NONE	No	N								100.0%	1	Development Standards Modification	Yes	
3018006014	NONE	No	N								100.0%	1	Development Standards Modification	Yes	
3024020031	NONE	No	N								100.0%	1	Development Standards Modification	Yes	
3003103021	NONE	No	N												
3003103043	NONE	No	N												
3204025048	NONE	No	N												
3204025048	NONE	No	N												
3204025048	NONE	No	N												
3003104005	NONE	No	N												
3003104027	NONE	No	N												
3003104006	NONE	No	N												
3003104026	NONE	No	N												
3003104007	NONE	No	N												
3003104008	NONE	No	N												
3003104024	NONE	No	N												
3003104025	NONE	No	N												
3003104009	NONE	No	N												
3003104023	NONE	No	N												
3003104022	NONE	No	N												
3003104011	NONE	No	N												
3003104010	NONE	No	N												
3003104028	NONE	No	N												
3003101004	NONE	No	N												
3003101003	NONE	No	N												
3003104002	NONE	No	N												
3003104019	NONE	No	N												
3003104018	NONE	No	N												
3003101017	NONE	No	N												
3003104016	NONE	No	N												
3003104015	NONE	No	N												
3003104021	NONE	No	N												
3003101020	NONE	No	N												

Jurisdiction	Palmdale																					
Reporting Year	2025	(Jan. 1 - Dec. 31)																				
Planning Period	6th Cycle																					

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

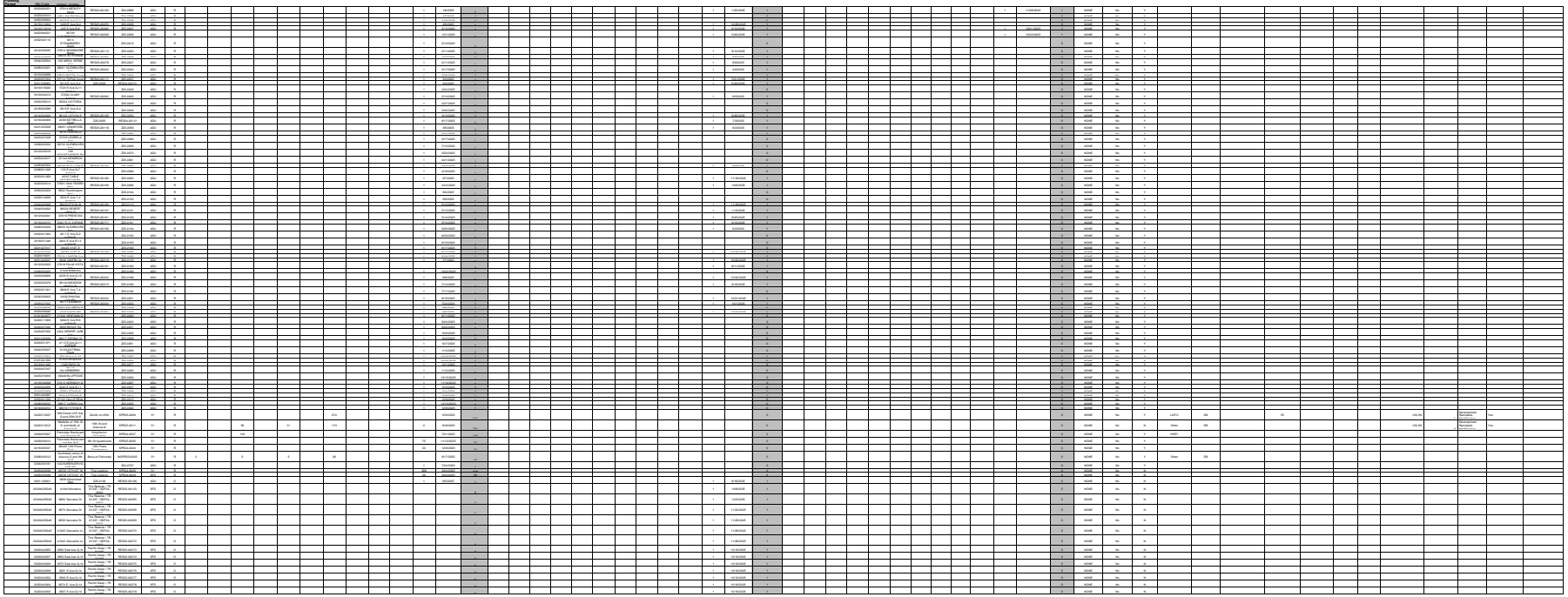
	3003101014	1816 VINCENT DR	Joshua Landing / TR 60732 / SDP24-0001	RES24-00321	SFD	O			0	1	1/27/2025	1		1	7/16/2025	1	NONE	No	N			
	3003104013	1824 VINCENT DR	Joshua Landing / TR 60732 / SDP24-0001	RES24-00320	SFD	O			0	1	1/27/2025	1		1	7/16/2025	1	NONE	No	N			
	3003101012	1832 VINCENT DR	Joshua Landing / TR 60732 / SDP24-0001	RES24-00319	SFD	O			0	1	1/27/2025	1		1	7/16/2025	1	NONE	No	N			
	3003101001	39059 CLAMVIEW CIR	Joshua Landing / TR 60732 / SDP24-0001	RES24-00151	SFD	O			0	1	8/21/2025	1		1	12/18/2025	1	NONE	No	N			
	3010031107	153 R-4, PALMDALE 93550	Z24-0438	RES24-00200	ADU	R			0	1	1/7/2025	1	3		4/7/2025	3	NONE	No	N	Other	DB	
	3014002012	38019 11TH Street, Unit B, PALMDALE 93550	Z24-0165	RES24-00083	ADU	R			0	1	4/21/2025	1				0	NONE	No	N			
	3014023022	1855 Q-11, PALMDALE 93550	Z24-0465	RES24-00234	ADU	R			0	1	7/9/2025	1				0	NONE	No	N			
	3020007034	3223 E Avenue R 12, PALMDALE, CA	Z24-0416	RES25-00251 /RES24-00194	SFD	O			0	1	9/25/2025	1				0	NONE	No	N			RES24-00194 Expired before issues, New permit RES25-00251 issued
	3021023001	38502 E 32ND Street, PALMDALE 93550	Z23-0585	RES25-00139	ADU	R			0	1	5/19/2025	1				0	NONE	No	N			
	3050007001	6015 E T-4 Avenue, PALMDALE 93552	Z23-207	RES24-00022	SFD	O			0	1	6/17/2025	1				0	NONE	No	N			
	3003070048	39440 OBSIDIAN Court, PALMDALE 93551	Z24-0057	RES24-00055	ADU	R			0			0		1	3/4/2025	1	NONE	No	N			
	3010013033	37435 SUMAC Avenue, #B, PALMDALE 93550	Z24-0157	RES24-00078	ADU	R			0			0		1	4/1/2025	1	NONE	No	N			
	3012002004	37924 PALM VISTA Avenue, #Unit B, PALMDALE 93550	Z24-0224	RES24-00110	ADU	R			0			0		1	3/12/2025	1	NONE	No	N			
	3018006005	38628 21ST Street, #B, PALMDALE 93550	Z24-0225	RES24-00109	ADU	R			0			0		1	2/27/2025	1	NONE	No	N			
	3019046020	2137 ESTRELLA Court, #B, PALMDALE 93550	Z24-0348	RES24-00208	ADU	R			0			0		1	9/29/2025	1	NONE	No	N			
	3019049008	2413 EAST R-6, PALMDALE 93550	Z23-0473	RES24-00066	ADU	R			0			0		1	7/22/2025	1	NONE	No	N			
	3023083052	5309 SAINT LAURENT Place, PALMDALE 93552	Z24-0018	RES24-00179	ADU	R			0			0		1	6/16/2025	1	NONE	No	N			
	3051029019	36926 HAMPTON Court, PALMDALE 93552	Z24-0350	RES24-00222	ADU	R			0			0		1	9/23/2025	1	NONE	No	N			
	3051039081	36921 ROYCE Court, #UNIT B, PALMDALE 93552	Z24-0102	RES24-00094	ADU	R			0			0		1	3/20/2025	1	NONE	No	N			
	3052040037	37068 KEITH Court, PALMDALE 93550	Z23-0600	RES24-00060	ADU	R			0	1	5/30/2025	1				0	NONE	No	N			
	3052043025	3767 NOLL Drive, PALMDALE 93550	Z24-0019	RES24-00129	ADU	R			0			0		1	9/30/2025	1	NONE	No	N			
	3003103023	38824 Malva Rosa Dr.	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00032	SFD	O			0	1	2/18/2025	1				0	NONE	No	N			
	3204054013	41829 PICO Way, PALMDALE 93551	Z24-0087	RES24-00034	ADU	R			0			0		1	7/14/2025	1	NONE	No	N			
	3014002040	38114 10TH Street	Z23-0592	Z23-0592	ADU	R			0			0		1	6/5/2025	1	NONE	No	N			
	3004028005	338 MESA VERDE Avenue	Z24-0017	RES24-00166	ADU	R			0	1	2/27/2025	1		1	9/24/2025	1	NONE	No	N			
	3008017019	38564 3RD Street	Z24-0103	RES25-00153	ADU	R			0	1	7/7/2025	1				0	NONE	No	N			
	3052053003	36535 SILVERSPUR LANE	Z24-0143	RES24-00077	ADU	R			0			0		1	4/2/2025	1	NONE	No	N			
	3012002005	37918 Palm Vista Ave	Z24-0169	RES24-00119	ADU	R			0	1	4/17/2025	1				0	NONE	No	N			
	3012002005	37918 Palm Vista Ave	Z24-0169	RES24-00106	SFD	O			0	1	4/17/2025	1				0	NONE	No	N			
	3009008023	526 EAST Q 9	Z24-0175	RES24-00193	ADU	R			0	1	4/9/2025	1				0	NONE	No	N			
	3015002034	1005 Q-5, #UNITS	Z24-0245	RES24-00205	ADU	R			0	1	4/21/2025	1				0	NONE	No	N			
	3014012016	1512 EAST Q 11	Z24-0288	RES24-00212	ADU	R			0	1	7/30/2025	1				0	NONE	No	N			
	3023037004	5025 CLIFF ROSE Drive	Z24-0314	RES25-00168	ADU	R			0	1	10/2/2025	1				0	NONE	No	N			
	3003027043	38955 DIANRON Road	Z24-0384	RES24-00269	ADU	R			0	1	12/2/2025	1				0	NONE	No	N			
	3023085017	4760 MINSTREL Drive	Z24-0386	RES24-00207	ADU	R			0	1	6/18/2025	1				0	NONE	No	N			
	3023054074	38144 RIVIERA Court	Z24-0425	RES24-00276	ADU	R			0	1	3/4/2025	1		1	3/4/2025	1	NONE	No	N			
	3020017043	3040 R 6	Z24-0428	RES24-00311	ADU	R			0	1	1/30/2025	1				0	NONE	No	N			
	3003103020	38800 Malva Rosa Dr.	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00031	SFD	O			0	1	2/18/2025	1				0	NONE	No	N			
	3003045037	1108 WITHERILL Place	Z24-0542	RES24-00251	ADU	R			0	1	1/22/2025	1		1	12/22/2025	1	NONE	No	N			
	3001144006	40824 LAS PIEDRAS Terrace	Z24-0584	RES24-00280	ADU	R			0	1	10/20/2025	1				0	NONE	No	N			
	3005033044	39736 GOLFERS Drive	Z24-0600	RES24-00289	ADU	R			0	1	4/20/2025	1		1	9/16/2025	1	NONE	No	N			
	3020022012	3101 HEATHER Avenue	Z24-0654	RES24-00305	ADU	R			0			0				0	NONE	No	N			
	3101036074	5900 ALLEPPO Lane	Z24-0696	RES24-00378	ADU	R			0	1	5/8/2025	1				0	NONE	No	N			
3204025048	320402048	41863 BONITA DRIVE	The Reserve / TR 81337 / SDP24-0002	RES24-00071	SFD	O			0			0		1	2/27/2025	1	NONE	No	N			
3204025048	n/a	6907 SOLERA DRIVE	The Reserve / TR 81337 / SDP24-0002	RES24-00241	SFD	O			0			0		1	2/27/2025	1	NONE	No	N			
3204025048	n/a	6833 SOLERA Drive	The Reserve / TR 81337 / SDP24-0002	RES24-00242	SFD	O			0			0		1	2/19/2025	1	NONE	No	N			
3204025048	n/a	6821 SOLERA Drive	The Reserve / TR 81337 / SDP24-0002	RES24-00243	SFD	O			0			0		1	2/19/2025	1	NONE	No	N			
3204025048	n/a	6809 SOLERA Drive	The Reserve / TR 81337 / SDP24-0002	RES24-00244	SFD	O			0			0		1	2/24/2025	1	NONE	No	N			
3204025048	n/a	41846 CASTELLO Lane	The Reserve / TR 81337 / SDP24-0002	RES24-00245	SFD	O			0			0		1	2/27/2025	1	NONE	No	N			
3204025048	n/a	41849 CASTELLO Lane	The Reserve / TR 81337 / SDP24-0002	RES24-00246	SFD	O			0			0		1	2/27/2025	1	NONE	No	N			
3204025048	n/a	41834 CASTELLO Lane	The Reserve / TR 81337 / SDP24-0002	RES24-00252	SFD	O			0			0		1	4/29/2025	1	NONE	No	N			
3204025048	n/a	41825 CASTELLO Lane	The Reserve / TR 81337 / SDP24-0002	RES24-00261	SFD	O			0			0		1	5/23/2025	1	NONE	No	N			
3204025048	n/a	41837 CASTELLO Lane	The Reserve / TR 81337 / SDP24-0002	RES24-00262	SFD	O			0			0		1	5/23/2025	1	NONE	No	N			
3204025048	n/a	41822 CASTELLO Lane	The Reserve / TR 81337 / SDP24-0002	RES24-00263	SFD	O			0			0		1	5/23/2025	1	NONE	No	N			
3204025048	n/a	41810 CASTELLO Lane	The Reserve / TR 81337 / SDP24-0002	RES24-00264	SFD	O			0			0		1	5/23/2025	1	NONE	No	N			
3204025048	n/a	41813 CASTELLO Lane	The Reserve / TR 81337 / SDP24-0002	RES24-00265	SFD	O			0			0		1	5/23/2025	1	NONE	No	N			
3003030025	3003102019	2412 CENTURY PLANT Street	Pacific Montera / TR 54058-03 / SDP20-004	RES24-00229	SFD	O			0			0		1	8/20/2025	1	NONE	No	N			
3003030025	3003102022	2332 CENTURY PLANT Street	Pacific Montera / TR 54058-03 / SDP20-004	RES24-00339	SFD	O			0			0		1	8/21/2025	1	NONE	No	N			
3003030025	3003102038	2411 CENTURY PLANT Street	Pacific Montera / TR 54058-03 / SDP20-004	RES24-00356	SFD	O			0			0		1	8/21/2025	1	NONE	No	N			
	3003101018	2113 CORK OAK Street	Pacific Montera / TR 54058-04 / SDP20-004	RES24-00338	SFD	O			0			0		1	10/30/2025	1	NONE	No	N			
	3206076001	4032 SADDLE Drive	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00040	SFD	O			0			0		1	9/10/2025	1	NONE	No	N			
	3206076002	4040 SADDLE Drive	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00041	SFD	O			0			0		1	9/10/2025	1	NONE	No	N			
	3206076014	4013 SADDLE Drive	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00045	SFD	O			0			0		1	9/9/2025	1	NONE	No	N			
	3206076015	4019 SADDLE Drive	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00048	SFD	O			0			0		1	9/9/2025	1	NONE	No	N			
	3206076016	4025 SADDLE Drive	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00049	SFD	O			0			0		1	9/10/2025	1	NONE	No	N			
	3206076017	4033 SADDLE Drive	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00050	SFD	O			0			0		1	9/10/2025	1	NONE	No	N			
	3003069076	39312 DUNBAR ST, PALMDALE, CA 93551	Z23-107	B23-00807	ADU	R			0			0		1	2/20/2025	1	NONE	No	N			
	3004027008	38212 SAN MATEO Avenue, PALMDALE 93551	Z22-101	RES24-00090	ADU	R			0			0		1	8/19/2025	1	NONE	No	N			
	3008013029	509 E AVENUE Q 5, #B, PALMDALE, CA 93550	Z23-077	B23-01729	ADU	R			0			0		1	6/5/2025	1	NONE	No	N			
	3012028054	37947 ROSEMARIE Street, PALMDALE 93550	Z23-0596	RES23-00130	ADU	R			0			0		1	3/17/2025	1	NONE	No	N			
	3018021009	38635 27TH ST EAST, #UNIT B, PALMDALE, CA 93550	Z23-0384	B23-00459	ADU	R			0			0		1	8/7/2025	1	NONE	No	N			
	3019010036	2904 R-10, #B, PALMDALE 93550	Z23-0460	RES23-00086	ADU	R			0			0		1	7/3/2025	1	NONE	No	N			
	3020018053	3653 E R-12 Avenue,	Z23-0547	RES24-00003	ADU	R			0			0		1	11/20/2025	1	NONE	No	N			
	3020033008	37334 E 37TH Street, PALMDALE 93550	Z23-0539	RES23-00093	ADU	R			0			0		1	6/3/2025	1	NONE	No	N			
	3021007031	38702 POND Avenue, PALMDALE 93550	Z19-432	RES24-00145	ADU	R			0	1	5/20/2024	1				0	NONE	No	N			
	3023012034	37203 52ND Street, Unit B, PALMDALE 93552	Z23-051	RES24-00235	ADU	R			0			0		1	5/21/2025	1	NONE	No	N			
	3052006029	36733 42ND ST EAST, PALMDALE, CA	Z23-220	B23-01474	SFD	O			0			0		1	9/24/2025	1	NONE	No	N			
	3052041008	3019 E AVENUE S 1, PALMDALE, CA 93550	Z22-450	B22-03090	ADU	R			0			0		1	4/22/2025	1	NONE	No	N			
	3053043019	37132 KENDRICK Circle, PALMDALE 93550	Z23-108	RES23-00061	ADU	R			0			0		1	4/24/2025	1	NONE	No	N			
	3206076007	4112 SADDLE DR	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00344	SFD	O			0	1	2/13/2025	1				0	NONE	No	N			
	3206076008	39273 SADDLE DR	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00345	SFD	O			0	1	2/19/2025	1				0	NONE	No	N			
	3206076009	39301 SADDLE DR	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00346	SFD	O			0	1	2/19/2025	1				0	NONE	No	N			
	3206076010	39309 SADDLE DR	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00348	SFD	O			0	1	2/19/2025	1				0	NONE	No	N			
	3206076011	39317 SADDLE DR	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00349	SFD	O			0	1	2/19/2025	1				0	NONE	No	N			
	3206076012	39325 SADDLE DR	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-003350	SFD	O			0	1	2/19/2025	1				0	NONE	No	N			
	3206076013	39333 SADDLE DR	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00352	SFD	O			0	1	2/19/2025	1				0	NONE	No	N			
	3206076021	4065 SADDLE DR	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00353	SFD	O			0	1	2/19/2025	1				0	NONE	No	N			
	3206076022	39270 SADDLE DR	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00354	SFD	O			0	1	2/19/2025	1				0	NONE	No	N			
	3206076023	39302 SADDLE SR	Joshua Ranch / TR 52200-4 / SDP23-0001	RES24-00355	SFD	O			0	1	2/19/2025	1				0	NONE	No	N			
	3003103039	2318 Quail Bush	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00033	SFD	O			0	1	2/18/2025	1				0	NONE	No	N			
	3003103045	2301 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00034	SFD	O			0	1	2/18/2025	1				0	NONE	No	N			
	3003103042	2300 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00035	SFD	O			0	1	2/18/2025	1				0	NONE	No	N			
	3003103044	2235 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00036	SFD	O			0	1	2/18/2025	1				0	NONE	No	N			
	3003103041	2306 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00038	SFD	O			0	1	2/18/2025	1				0	NONE	No	N			
	3003103047	2313 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00040	SFD	O			0	1	2/18/2025	1				0	NONE	No	N			
	3003103022	38816 Malva Rosa Dr	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00041	SFD	O			0	1	2/18/2025	1				0	NONE	No	N			
	3003103048	2319 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00044	SFD	O			0	1	2/18/2025	1				0	NONE	No	N			
	3003103046	2307 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00043	SFD	O			0	1	2/18/2025	1				0	NONE	No	N			
	3003103040	2312 Quail Bush St	Pacific Montera / TR 54058-03 / SDP20-004	RES25-00042	SFD	O			0	1	2/18/2025	1				0	NONE	No	N			
	3204025048	41811 Oak Barrel	The Reserve / TR 81337 / SDP24-0002	RES25-00096	SFD	O			0	1	8/7/2025	1				0	NONE	No	N			
	3204025048	41835 Oak Barrel	The Reserve / TR 81337 / SDP24-0002	RES25-00098	SFD	O			0	1	8/7/2025	1				0	NONE	No	N			
	3003059013	39524 Victoria	The Reserve / TR 81337 / SDP24-0002	RES25-00100	SFD	O			0	1	9/24/2025	1				0	NONE	No	N			
	3204025048	41858 Montana	The Reserve / TR 81337 / SDP24-0002	RES25-00126	SFD	O			0	1	10/6/2025	1				0	NONE	No	N			
	3204025048	41846 Montana	The Reserve / TR 81337 / SDP24-0002	RES25-00127	SFD	O			0	1	10/6/2025	1				0	NONE	No	N			
	3204025048	41812 Montana	The Reserve / TR 81337 / SDP24-0002	RES25-00128	SFD	O			0	1	10/8/2025	1				0	NONE	No	N			
	3204025048	41801 Montana	The Reserve / TR 81337 / SDP24-0002	RES25-00129	SFD	O			0	1	9/22/2025	1				0	NONE	No	N			
	3204025048	41807 Montana	The Reserve / TR 81337 / SDP24-0002	RES25-00130	SFD	O			0	1	9/22/2025	1				0	NONE	No	N			
	3204025048	41819 Montana	The Reserve / TR 81337 / SDP24-0002	RES25-00133	SFD	O			0	1	9/22/2025	1				0	NONE	No	N			
	3204025048	41831 Montana	The Reserve / TR 81337 / SDP24-0002	RES258-00132	SFD	O			0	1	9/22/2025	1				0	NONE	No	N			
	3052017009	VAC/VALLEY SPRINGS RD/VIC E T6		Z24-0623	SFD	O	1	9/9/2025	1			0				0	NONE	No	Y			
	3204030181	VAC/KAREN DR/VIC AVE M7		Z24-0707	SFD	O	1	7/24/2025	1			0				0	NONE	No	Y			
	3204036027	VAC/AVE M8(PAV)/VIC 67TH STW		Z25-0182	SFD	O	1	9/9/2025	1			0				0	NONE	No	Y			
	3004036041	1371 LEOPARD CT		Z23-041	SFD	O	1	12/3/2025	1			0				0	NONE	No	Y			
	3050003016	VAC/COR 60TH STE/PEARBLOSSOM HWY		Z24-0186	SFD	O	1	4/16/2025	1			0				0	NONE	No	N			
	3052032053	3225 E AVE S 2		Z25-0143	ADU	R	1	7/3/2025	1			0				0	NONE	No	Y			
	3004026056	38334 SIERRA GRANDE AVE		Z25-0196	ADU	R	1	7/31/2025	1			0				0	NONE	No	Y			
	3004010021	38460 COUGAR		Z25-0035	ADU	R	1	3/5/2025	1			0				0	NONE	No	Y			
	3003043029	2108 GOLDRUSH AVE		Z25-0262	ADU	R	1	10/13/2025	1			0				0	NONE	No	Y			
	3024023035	6017 BARCELONA DR	RES25-00253	Z25-0192	ADU	R	1	9/2/2025	1	1	10/28/2025	1				0	NONE	No	Y			
	3012038006	37210 BEDFORD	RES25-00004	Z23-554	ADU	R	1	4/21/2025	1	1	4/22/2025	1				0	NONE	No	Y			
	3008017019	38564 3RD Street E		Z24-0103	ADU	R	1	4/3/2025	1			0				0	NONE	No	Y			
	3021001010	38702 30TH Street		Z24-0259	ADU	R	1	2/24/2025	1			0				0	NONE	No	Y			
	3024041046	39071 AIDEA St	Z24-0513	RES24-00240	ADU	R	1	1/23/2025	1	1	8/10/2025	1				0	NONE	No	Y			
	3021017017	38556 LILACVIEW Ave		Z24-0525	ADU	R	1	2/5/2025	1			0				0	NONE	No	Y			
	3021003040	38602 31ST Street	RES24-00281	Z24-0613	ADU	R	1	1/14/2025	1	1	2/10/2025	1		1	10/7/2025	1	NONE	No	Y			
	3008014024	38478 LARKIN Ave		Z24-0621	ADU	R	1	3/18/2025	1			0				0	NONE	No	Y			
	3008014025	38502 LARKIN Ave		Z24-0651	ADU	R	1	2/6/2025	1			0				0	NONE	No	Y			
	3003036041	1142 DIANRON Rd		Z24-0676	ADU	R	1	3/3/2025	1			0				0	NONE	No	Y			
	3020026040	37515 DAYBREAK St		Z24-0685	ADU	R	1	1/27/2025	1			0				0	NONE	No	Y			

Jurisdiction:	Fabricam
Reporting Year:	2023
Filter:	Filter: Yes - Filter: Yes
Planning Period:	10th Cycle

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field



Jurisdiction	Palmdale	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2021-10/14/2021**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Acutely Low	Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Extremely Low	Deed Restricted		-	-	-	5	-	2	-	-	-	-	7	
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Very Low	Deed Restricted	1,777	-	-	-	2	2	4	-	-	-	-	**15**	**1,762**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	935	-	-	91	205	-	1	-	-	-	-	**297**	**638**
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	1,004	-	-	-	-	-	-	-	-	-	-	**113**	**891**
	Non-Deed Restricted		72	41	-	-	-	-	-	-	-	-		
Above Moderate		2,924	-	-	116	100	149	178	-	-	-	-	**543**	**2,381**
Total RHNA		**6,640**												
Total Units			**72**	**41**	**207**	**312**	**151**	**185**	**-**	**-**	**-**	**-**	**968**	**5,672**

*For years prior to 2025, Acutely Low-Income units are reported within the Extremely Low-Income category

*For jurisdictions that received RHNA determinations for the current cycle prior to the passage of AB 3093 (September 19, 2024):
- You were not allocated Acutely Low-Income and Extremely Low-Income RHNA targets, therefore the allocations in Field 1 are listed as "0"
  - If you wish to set your own targets in these income categories for informational purposes, contact HCD staff at apr@hcd.ca.gov.
- All Acutely Low-Income and Extremely Low-Income units reported during the cycle are counted towards Very-Low Income RHNA progress

*For years prior to 2025, data on deed-restricted vs. non-deed restricted Extremely Low-Income units is approximated from whether the projects reported any deed-restricted Very Low-Income Units. If you wish to edit this historical data for accuracy or have any questions about the data, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

Jurisdiction	Palmdale	
Reporting Year	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table C

Sites Identified or Rezoned to Accommodate Shortfall Housing Need and No Net-Loss Law

Project Identifier				Date of Rezone	RHNA Shortfall by Household Income Category				Rezone Type	Sites Description							
1				2	3				4	5	6	7	8		9	10	11
APN	Street Address	Project Name+	Local Jurisdiction Tracking ID+	Date of Rezone	Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income	Rezone Type	Parcel Size (Acres)	General Plan Designation	Zoning	Minimum Density Allowed	Maximum Density Allowed	Realistic Capacity	Vacant/Nonvacant	Description of Existing Uses
Summary Row: Start Data Entry Below																	

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Palmdale	
Reporting Year	2025	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4	5	6	7	8	9
Name of Program	**Objective**	**Projected Completion Date in Housing Element**	**Applicable Cycle**	**Status of Program Implementation**	**Program Implementation Details**	**Quantified Outcomes: Category**	**Quantified Outcomes: Count**	**Supporting Documents**
Adequate Sites for RHNA and Monitoring of No Net Loss	Adopt the Preferred Land Use Plan as part of the General Plan update that provides increased residential development capacity by Spring 2022, ensuring that the updated General Plan offer adequate capacity for the City's remaining RHNA of 3,660 units (1,758 very low income, 899 low income, and 1,003 moderate income units). Specifically, the Residential Neighborhood 3 proposed for meeting the City's remaining lower and moderate income RHNA will meet the following conditions: o Allows residential development up to 30 units per acre with a minimum density of 20 units per acre; o Each site can accommodate at least 16 units (a site can comprise of multiple parcels); and, o Allows multi-family ownership and rental housing by right if 20 percent of the units are set aside as housing affordable to lower income households (see Program 2 below). • Develop a procedure in 2022 to monitor the development of sites in the sites inventory and ensure adequate sites are available to meet the remaining RHNA by income category. • Update Development Code by Summer 2022 to establish appropriate development standards that can facilitate residential development at the allowable densities. • Provide information on available sites and	10/15/2029	6th Cycle	Continuous	**The General Plan was adopted in September of 2022 and the Development Code Update was adopted in March of 2023. On-going program.**	Households		https://legistarweb-production.s3.amazonaws.com/uploads/attachment/pdf/1795411/Ordinance_No._1603_CC_-_ZOA_21-007.pdf
By Right Approval of Projects with 20 Percent Affordable Units	• Amend the Development Code to provide by-right approval pursuant to AB 1397 by Summer of 2022. • Utilize the Multi-Family Residential Guidelines to process by-right applications to implement the General Plan Update and the Development Code Update.	3/1/2023	6th Cycle	Completed	**The Multi-Family and Mixed-Use Design Guidelines were adopted August 2022 and the Development Code Update was adopted in March of 2023**	Other		https://www.cityofpalmdaleca.gov/DocumentCenter/View/12101/Housing-Element-PDF?bidId=

Accessory Dwelling Units (ADU's)	Develop incentives and tools to facilitate ADU construction by the end of 2022. Incentives and tools may include pre-approved plans, expedited reviews, and referral to available resources. • Promote ADU construction by providing resources on the City's website and at public counters. • Monitor the ADU construction trend annually and adjust incentives and tools as necessary.	10/1/2023	6th Cycle	Completed	**In 2023, the City of Palmdale launched its Standard Accessory Dwelling Unit (ADU) Plans to streamline the permitting process for residents designing and constructing ADUs. These City-approved conceptual plans are available for public review and use and can be accessed on the City's website.**	Other		https://www.cityofpalmdaleca.gov/1351/Standard-ADU-Plans
Small Lot Consolidation Program	City to play an active role in facilitaing lot consolidations and offer identified incentives.	12/31/2025	6th Cycle	Continuous	**On-going program.**	Other		None
Large Site Development Program	City to play an active role in facilitating land divisions and lot line adjustments to assist housing development for lower income households.	12/31/2025	6th Cycle	Continuous	**On-going program.**	Other		None
Affordable Housing Land Bank	Acquire and assemble parcels for new construction of affordable single and multi-family units using Housing Asset Funds or other funds.	10/15/2029	6th Cycle	Continuous	**No new parcels were acquired in 2025.**	Other	2	None
Affordable Housing Development	Provide funding in he form of land and/or low-interest, deferred interest or residual receipt loans to nonprofit affordable housing organizations to construct new affordable units.	10/15/2029	6th Cycle	Continuous	**Ongoing program. No new actions were taken in 2025.**	Units	72	attach ARPA pre develop
Zoning Amendments	Amend the Development Code to address the requirements outlined in this program by the end of 2022.	3/1/2024	6th Cycle	Completed	**The Development Code was updated and adopted in March 2024.**	Other		https://palmdale2045gp.org/
Homeownership Assistance Programs	Provide assistance to qualified first-time homebuyers	10/15/2029	6th Cycle	In Progress	**On-going program. Program launched July 2025**	Households		https://www.cityofpalmdaleca.gov/1570/17341/Down-Payment-Assistance-Program
Housing Rehabilitation Assistance	Assistance to rental properties and owners of single family residences and multi-family rental units.	10/15/2029	6th Cycle	In Progress	**On-going program. Program launched July 2025**	Households		https://www.cityofpalmdaleca.gov/1553/16793/Home-Repair-Program-and-Home-Accessibili
Rental Housing Inspection Program	Building and Safety inspection of all residential rental properties on a regular schedule	12/31/2025	6th Cycle	Continuous	**On-going program**	Units	234	https://www.cityofpalmdaleca.gov/DocumentCenter/View/134/Residential-Rental-Unit-Inspection-Program-Handout-PDF?bidId=

Vacant and Abandoned Property Registration Program	Abandoned and vacant property registration program to protect neighborhoods and commercial areas from becoming blighted	10/15/2029	6th Cycle	In Progress	**The Vacant and Abandoned Property Registration Program, established under PMC Chapter 8.38, includes inspections, registration tracking, fee collection, monitoring, and enforcement to prevent neighborhood and commercial blight caused by poorly maintained or unsecured abandoned properties.**	Other	26	https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:cb9e72ef-4384-42b5-99d8-bc1b02dfeadd
Mobile Home Space Rent Control	Regulates increases in month to month rent costs for mobile home park spaces to ensure affordability	10/15/2029	6th Cycle	Continuous	**On-going program**	Other	7	https://www.cityofpalmdaleca.gov/275/Mobile-Home
Conversion of At-Risk Units	Steps to be taken to ensure 126 at-risk units in 3 projects are not lost through conversion to market rate units	10/15/2029	6th Cycle	Not Yet Started	**On-going program. No new actions were taken in 2025.**	Other		None
Senior Housing	Develop househing options suitable for seniors with different needs	10/15/2029	6th Cycle	Completed	**Care facility for seniors completed in March 4, 2025**	Other	5	3954 Woburn Ct. Palmdale, Ca 93551 Permit # RES2400310
Housing for the Developmentally Disabled	Work with North Los Angeles Regional Center to implement outreach program	10/15/2029	6th Cycle	Not Yet Started	**On-going program**	Other		None
South Antelope Valley Emergency Services (SAVES)	Provide administrative funding to SAVES which provides services, referarals, motel vouchers, emergency food and clothing to homeless and very low-income individuals and families	10/15/2029	6th Cycle	Continuous	**Funding for program is on-going**	Persons		None
Place Based Neighborhood Improvement Program	Improve the quality of selected low and moderate income single family neighborhoods by enforcing compliance with building, safety, health, fire, and other applicable regulations	12/31/2026	6th Cycle	Continuous	**On-going program**	Other	2	link the flyer https://www.cityofpalmdaleca.gov/1599/Neighborhood-Improvement-Project
Partners Against Crime	Coordinates activities of Code Enforcement, Housing, Public Safety, and Building and Safety to proactively address issues such as crime, maintenance and encourage effetive property management in the City's multi-family housing	10/15/2029	6th Cycle	Continuous	**On-going program. The PAC program has been inactive since early 2024 and is expected to relaunch next fiscal year, pending approval. The revised program will require an inspection for five-year certification; training will no longer be required.**	Other		https://cityofpalmdaleca.gov/249/Partners-Against-Crime-PAC

Fair Housing Services	City contracts with Housing Rights Center or other provider to provide monthly housing clinic, intake and investigation of housing discrimination complaints and referrals, provide information	10/15/2029	6th Cycle	Continuous	**This is an ongoing program. In 2025, 184 households were assisted. Virtual clinics and phone assistance were held monthly to provide assistance to residents.**	Persons	184	Clinic flyer https://www.cityofpalmdaleca.gov/DocumentCenter/View/13498/Palmdale-Housing-Rights-clinic-Flyer-2023

Jurisdiction	Palmdale	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Very Low Income**	**Low Income**	**Moderate Income**	**Above Moderate Income**	**Description of Commercial Development Bonus**	**Commercial Development Bonus Date Approved**
Summary Row: Start Data Entry Below									

Jurisdiction	Palmdale	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F

Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)

Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.

Activity Type	Units that Do Not Count Towards RHNA+ Listed for Informational Purposes Only				Units that Count Towards RHNA + Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1+. For detailed reporting requirements, see the chcklist here:
	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	Extremely Low-Income+	Very Low-Income+	Low-Income+	TOTAL UNITS+	https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Palmdale	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table F2

Above Moderate Income Units Converted to Moderate Income Pursuant to Government Code section 65400.2

For up to 25 percent of a jurisdiction's moderate-income regional housing need allocation, the planning agency may include the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit. Before adding information to this table, please ensure housing developments meet the requirements described in Government Code 65400.2(b).

Project Identifier					Unit Types		Affordability by Household Incomes After Conversion							Units credited toward Moderate Income RHNA		Notes
1					2	3	4							5		6
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (2 to 4,5+)	Tenure R=Renter	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Moderate Income Units Converted from Above Moderate	Date Converted	Notes
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0		

Jurisdiction	Palmdale	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table G

Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of

Project Identifier						
1				2	3	4
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Realistic Capacity Identified in the Housing Element**	**Entity to whom the site transferred**	**Intended Use for Site**
Summary Row: Start Data Entry Below						

Jurisdiction	Palmdale	**NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns**	Note: "+" indicates an optional field
Reporting Period	2025 (Jan. 1 - Dec. 31)		Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						
3128-015-903	W. Columbia Way and 10th Street West	Vacant	N/A	Surplus	8.39	
3008-041-900	VAC/Ave. Q/VIC Division St.	Vacant	N/A	Surplus	0.4	
3008-041-901	VAC/Ave. Q/VIC Division St.	Vacant	N/A	Surplus	3.2	
3008-041-902	VAC/AV Freeway/VIC Ave. Q	Vacant	N/A	Surplus	4.61	
3008-041-903	VAC/Division St./Ave. Q-3.	Vacant	N/A	Surplus	41.77	
3008-041-904	VAC/Division St./Ave. Q-3.	Vacant	N/A	Surplus	2.26	
3008-041-905	103 W. Palmdale Blvd.	Vacant	N/A	Surplus	0.57	
3008-041-906	VAC/Palmdale Blvd./VIC Division St.	Vacant	N/A	Surplus	0.67	
3008-041-907	115 W. Palmdale Blvd	Vacant	N/A	Surplus	0.47	
3008-041-908	VAC/Division St./VIC Ave. Q-7	Vacant	N/A	Surplus	3.33	
3009-018-900	VAC/Ave. Q-11/VIC 9th St. E.	Vacant	N/A	Surplus	0.13	
3009-018-901	VAC/Ave. Q-11/VIC 9th St. E.	Vacant	N/A	Surplus	0.13	
3009-018-902	VAC/ Sierra Hwy./VIC Ave. Q-11	Vacant	N/A	Surplus	0.13	
3009-018-903	VAC/ Sierra Hwy./VIC Ave. Q-11	Vacant	N/A	Surplus	0.13	
3009-018-904	VAC/COR Sierra Hwy./Ave. Q-11	Vacant	N/A	Surplus	0.14	
3009-018-905	38220 Sierra Highway	Vacant	N/A	Surplus	0.13	
3009-018-906	VAC/Ave. Q-11/VIC Sierra Highway	Vacant	N/A	Surplus	0.13	
3009-018-907	VAC/Ave. Q-11/VIC Sierra Highway	Vacant	N/A	Surplus	0.13	
3009-021-903	38107 10th Street E	Vacant	N/A	Surplus Land	0.58	

Jurisdiction	Palmdale	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note:
Cells in gre

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Se

Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved						
1				2	3	4						
APN	**Street Address**	**Project Name+**	**Local Jurisdiction Tracking ID+**	**Unit Category** (SH - Student Housing)	**Date**	**Very Low-Income Deed Restricted**	**Very Low-Income Non Deed Restricted**	**Low- Income Deed Restricted**	**Low- Income Non Deed Restricted**	**Moderate-Income Deed Restricted**	**Moderate-Income Non Deed Restricted**	**Above Moderate-Income**
Summary Row: Start Data Entry Below												

Jurisdiction	Palmdale	
Reporting Period	2025	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	
Notes	

Jurisdiction	Palmdale		**NOTE: This table needs to be completed with any sites within your jurisdiction that were newly added to a National, State, or Local register of historic places within the reporting year. If none, leave blank.**
Reporting Period	2025	(Jan. 1 - Dec. 31)	

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Table L
Historical Resources

Parcel Identifier		Designation				Size	Notes
1		2				3	4
APN	**Street Address/Intersection**	**Date of Designation**	**Designation Level**	**Historic Site Period**	**Areas of Significance**	**Parcel Size (in acres)**	**Notes**
Summary Row:							

Jurisdiction	Palmdale	
Reporting Year	2025	(Jan. 1 - Dec. 31)

ANNUAL ELEMENT PROGRESS REPORT
Local Early Action Planning (LEAP) Reporting
(CCR Title 25 §6202)

Please update the status of the proposed uses listed in the entity's application for funding and the corresponding impact on housing within the region or jurisdiction, as applicable, categorized based on the eligible uses specified in Section 50515.02 or 50515.03, as applicable.

Total Award Amount $ -

Total award amount is auto-populated based on amounts entered in rows 15-26.

Task	$ Amount Awarded	$ Cumulative Reimbursement Requested	Task Status	Other Funding	Notes

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)

Completed Entitlement Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	2
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	161
	Non-Deed Restricted	0
Very Low	Deed Restricted	36
	Non-Deed Restricted	0
Low	Deed Restricted	483
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		535
Total Units		**1217**

Building Permits Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	0
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	2
	Non-Deed Restricted	0
Very Low	Deed Restricted	4
	Non-Deed Restricted	0
Low	Deed Restricted	1
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	0
Above Moderate		178
Total Units		**185**

Certificate of Occupancy Issued by Affordability Summary		
Income Level		**Current Year**
Acutely Low	Deed Restricted	3
	Non-Deed Restricted	0
Extremely Low	Deed Restricted	7
	Non-Deed Restricted	0
Very Low	Deed Restricted	7
	Non-Deed Restricted	0
Low	Deed Restricted	61
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	1
Above Moderate		129
Total Units		**208**

City Council Staff Report

DATE: **MARCH 3, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2026-013, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE CITY MANAGER'S SIGNATURE AUTHORITY FOR A NOT TO EXCEED AMOUNT OF $350,000 PER TRANSACTION FOR THE CONTRACTING OF PERFORMERS OR ENTERTAINMENT SERVICES AND REPEALING RESOLUTION NO. CC 2025-058**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2026-013, a Resolution of the City Council of the City of Palmdale authorizing the City Manager's signature authority for a not to exceed amount of $350,000 per transaction for the contracting of performers or entertainment services and repealing Resolution No. CC 2025-058.

BACKGROUND

Since 1995, the City has hosted summer concerts at Marie Kerr Park, and, with the construction of the Palmdale Amphitheater, the series was relocated in 2005. Establishing an appropriate signature authority policy is necessary to ensure the City can act swiftly and effectively to secure entertainment services in a competitive marketplace.

In August 2025, the City Council approved Resolution No. CC 2025-058, which allows the City Manager to approve up to $300,000 per transaction for performers and entertainment services.

With the growing number of entertainment venues across the region and the state, artist pricing has become increasingly competitive and volatile. Securing high-caliber entertainment often requires the ability to respond quickly during active negotiations. The

$300,000 limit makes it difficult for the City to quickly book higher-cost performers and respond to changing market conditions and artist availability.

DISCUSSION

The City seeks to broaden entertainment offerings to include live comedy and other high-demand programming. However, due to rising costs, high demand, and the inability to extend financial offers promptly, the City risks losing available performance dates to competing venues and missing opportunities to secure artists already touring within the region.

Resolution No. CC 2026-013 increases the City Manager's signature authority for performers and entertainment services from $300,000 to a not to exceed amount of $350,000 per transaction. This adjustment establishes a ceiling, not a standard cost, and does not imply that all performances will approach this amount. Rather, it provides the necessary flexibility to secure higher-cost acts when warranted, while ensuring no single transaction exceeds the authorized limit.

FISCAL IMPACT

$0; There is no fiscal impact associated with this action. Funds are budgeted and available in Contract Services, Concert Program accounts in Fiscal Year 2025-26.

STRATEGIC PLAN

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

> D. Develop and maintain diverse programs and events that inspire growth, pride, and lifelong learning.

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

Reso. No. CC 2026-013 Signature Authority

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2026-013

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AUTHORIZING THE CITY MANAGER'S SIGNATURE AUTHORITY OF UP TO $350,000 PER TRANSACTION FOR THE PURCHASE OF PERFORMERS AND ENTERTAINERS AND REPEALING RESOLUTION NO. CC 2025-058.

WHEREAS, *the City of Palmdale secures performers and entertainers at various venues and events each year; and*

WHEREAS, *the City Manager's spending authority limits the City's ability to expeditiously respond to market conditions and secure performances in a timely fashion; and*

WHEREAS, *increasing the City Manager's spending authorization will allow the City to broaden the scope of performers and entertainers and secure services in a timely manner; and*

WHEREAS, *the purchase of performers and entertainers are considered professional services and is addressed in the City's purchasing procedures; and*

WHEREAS, *the total entertainment budget for future fiscal years will be established by the City Council annually and shall not be exceeded by the City Manager.*

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

SECTION 1. *Subject to the budget authorized by the City Council, the City Manager shall have signature authority up to $350,000 per transaction for the purchase of performers and entertainers.*

SECTION 2. Future fiscal year funding for performers and entertainers will be approved by the City Council annually as part of the budget process.

SECTION 3. Resolution No. CC 2025-058 is repealed in its entirety.

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

PASSED, APPROVED and **ADOPTED** this 3rd day of March 2026.

_____
Eric Ohlsen, Mayor

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 3rd day of March, 2026 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **MARCH 3, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH FS CONTRACTORS, INC., FOR CONCRETE REMOVAL AND REPLACEMENT SERVICES AT CITY PARKS AND FACILITY GROUNDS FOR A TOTAL NOT TO EXCEED AMOUNT OF $147,700 FOR A TERM OF ONE YEAR**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9701 with FS Contractors, Inc., for concrete removal and replacement services at City parks and facility grounds for a total not to exceed amount of $147,700, which includes a contract amount of $128,444, plus a 15% contingency amount of $19,256, for a term of one year; and,

2. Authorize the Interim City Manager or his designee to execute Agreement No. A-9701 with FS Contractors, Inc., including minimal and/or non-substantial changes.

BACKGROUND

In January 2023, the City completed a comprehensive sidewalk inspection survey within park sites and facility grounds to evaluate existing conditions. The survey documented the location, type, and severity of sidewalk hazards and identified appropriate corrective actions. In accordance with sidewalk management best practices, which call for annual inspections, a subsequent inspection was conducted in April 2024.

Following each inspection, concrete saw-cutting repairs were made to mitigate vertical displacement hazards that fell below the established replacement threshold of 2.5 inches. For sidewalk segments exceeding this threshold, City staff installed temporary ramps to address immediate safety concerns until the affected concrete panels could be fully removed and replaced.

DISCUSSION

The City publicly advertised Invitation for Bid No. 26-001-3500 for Concrete Removal and Replacement Services via PlanetBids on November 18, 2025. The solicitation was also posted on the City's website and published in the Antelope Valley Press. While 26 vendors registered as prospective bidders, the solicitation closed on December 18, 2025, with three (3) vendors submitting bids:

Rank	Vendor	Location	Proposal Amount
1	FS Contractors, Inc.	Irwindale, CA	128,444.00
2	Airplace Masters Inc.	Victorville, CA	142,640.00
3	All American Building Services	Santa Clarita, CA	344,700.00

Airplace Masters, Inc., and All American Building Services did not submit all required documents, rendering their bids non-responsive. FS Contractors, Inc. was the lowest responsive and responsible bidder.

Under this Agreement, FS Contractors, Inc., will remove and replace approximately 4,828 square feet of concrete panels across 40 sidewalk sections within City parks and facility grounds. These improvements are necessary to address deferred maintenance that has resulted in deteriorated concrete panels that pose safety hazards. The work will improve pedestrian walkway safety, reduce liability exposure, and extend the useful life of the City's sidewalk infrastructure. Based on the engineer's estimate and the contract award amount, the Community Workforce Agreement was not included per Section 2.2(b).

FISCAL IMPACT

$147,700; Sufficient funds are budgeted and available in Fiscal Year 2025-26. Funds are budgeted in Measure AV.

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-9701 with FS Contractors, Inc.

AGREEMENT NO. A-9701
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND FS CONTRACTORS, 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 FS CONTRACTORS, 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:

Demolition, disposal, subgrade preparation, and installation of new asphalt cement (AC) & Portland Cement Concrete (PCC) concrete to replace concrete sidewalks, curbs, and asphalt pavement, as more specifically set forth in Exhibit "C" Scope of Work attached hereto and made part herein by reference.

Payment and Performance Bonds, Guaranty
Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the Contract price. Contractor shall submit all bonds electronically through Surety 2000. Pursuant to the bid documents for this Project, the Contractor is required to provide a written guaranty of Contractor's work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

Payroll Records
CITY may request certified payroll records (CPRs) from CONTRACTOR at any time.

CONTRACTOR shall submit all requested CPRs within seventy-two (72) hours of the CITY request.

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-8 Concrete 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 1005940. CONTRACTOR's DIR registration number is 1000033438. 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:

• Salomon Fierros, Superintendent: (818) 335-0482
• Carla Fierros, Project Coordinator: (818) 330-5547
• Dyanne Fierros, Submittals: (818) 330-5563
• Martha Lopez, Contracts, Labor Compliance, and Invoices: (818) 330-5082
• Angel Fierros, President

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

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

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

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

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

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

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

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

4 CONTRACT TERM

The term of this Contract is One (1) Year, commencing on the effective date.

5 ACCEPTANCE AND DOCUMENTATION

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

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

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

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

6 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed One Hundred Forty-Seven Thousand Seven Hundred dollars ($147700.00) 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.

Project Total.....$128,444.00
Additional Services/Contingency.....$19,256.00

PRICING
1. The quoted unit prices (per square foot, linear foot, each or lump sum) shall be firm and fixed for the Contract term and shall include all costs associated with prevailing wage concrete removal and replacement, including but not limited to:
a. Mobilization and demobilization.
b. Equipment, materials, labor, and disposal.
c. Compliance with all contract specifications and regulatory requirements.
d. Complete installation of curbs, sidewalks, curb ramps, curb & gutter, mow curbs, v-channels, driveways, aquatic facility decks, catch basins & curb drains as required according to existing and/or site-specific requirements.

2. Quoted mobilization pricing shall include (2) two standard mobilizations by the CONTRACTOR per work order:
a. One (1) mobilization for demolition, disposal and site preparation.
b. One (1) mobilization for concrete forming, pouring, finishing and job site clean-up.

INVOICING & PAYMENT
1. The CONTRACTOR shall submit invoices based on the actual quantities of work completed -- measured in square feet, linear feet, or other applicable unit quantities -- as verified by the City upon completion of each work order.

2. Invoices shall clearly detail the following:
a. Date(s) of work performed and location(s).
b. Mobilization Costs per work order.
c. Types, quantities and units of measure of concrete improvements installed (e.g., curbs, sidewalks, curb ramps, curb & gutter, mow curbs, v-channels, driveways, aquatic facility decks, catch basins & curb drains).
d. Any approved additional services or change order work.

3. Payment will be made in accordance with the City's standard payment terms upon verification and approval of completed work and receipt of all required documentation, including certified payroll and compliance reports, if applicable.

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 Enviornmental/Pollution Liability*
- $1,000,000.00 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 enviornmental/pollution liability 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 term 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:

Salvador Mendez
Interim City Manager

Lee Torres
Feb 18, 2026, 5:58 PM PST

ADDRESS FOR NOTICE:
CITY OF PALMDALE
39110 3rd Street East, Suite C
Palmdale, CA 93550

APPROVE AS TO FORM:

Alexandra Severino
Feb 24, 2026, 2:55 PM PST

Alexandra Severino
City Attorney

ATTEST:

Rochelle Scott
City Clerk

FS CONTRACTORS, INC.:

Jose Angel Fierros
Feb 19, 2026, 10:06 AM PST

Jose Angel Fierros
President

ADDRESS FOR NOTICE:
FS CONTRACTORS, INC.
12861 Telfair Ave.
Sylmar, CA 91342

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

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

Record of Signing

For City of Palmdale
Name Leonardo Torres
Title



Signed on Feb 18, 2026 5:58 PM PST

Secured by Concord™
DocumentID: 032UR7FTDPnhJtj5U36SaI
SigningID: 032UR7FFxSlWXUbxUfMIN6
UTC Signing time: 2026-02-19 01:58:16 UTC
IP Address: 206.171.111.149
Email: ltorres@cityofpalmdaleca.gov

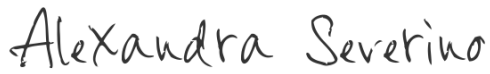
For angel@fscontractorsinc.com
Name Jose Angel Fierros
Title



Signed on Feb 19, 2026 10:06 AM PST

Secured by Concord™
DocumentID: 032UR7FTDPnhJtj5U36SaI
SigningID: 032UorpKCo1ndzUCgz9rY4
UTC Signing time: 2026-02-19 18:06:05 UTC
IP Address: 47.146.249.36
Email: angel@fscontractorsinc.com

For City of Palmdale
Name Alexandra Severino
Title



Signed on Feb 24, 2026 2:55 PM PST

Secured by Concord™
DocumentID: 032UR7FTDPnhJtj5U36SaI
SigningID: 032XmeX3TwOPE0yMRzxD9a
UTC Signing time: 2026-02-24 22:55:00 UTC
IP Address: 97.131.119.112
Email: aseverino@harperburns.com

concord™
Where agreements happen.

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

EXHIBIT A

Prevailing Wage Requirements

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.

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.

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.

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.

5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

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.

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.

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.

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.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, and all amendments thereto, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Palmdale prior to performing any work on the contract:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

FS Contractors, Inc.
Contractor

By Jose Angel Fierros
Print Name

J. Angel Fierros
Signature

President
Title

2-03-26
Date

Section 3700 of the State Labor Code reads as follows:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

EXHIBIT C
SCOPE OF WORK

Demolition, disposal, subgrade preparation, and installation of new asphalt cement (AC) & Portland Cement Concrete (PCC) concrete to replace concrete sidewalks, curbs, and asphalt pavement.

The CONTRACTOR must be capable of performing all related flatwork, including proper grubbing, grading, forming, finishing, and curing; maintaining safe pedestrian access during construction; protecting adjacent surfaces and all interfacing infrastructure; exposing tree roots via pneumatic excavation; and safeguarding uncured concrete from vandalism, defacement, or damage through completion and acceptance of work.

All work shall comply with current ADA accessibility standards and conform to the latest edition of the Standard Specifications for Public Works Construction ("Greenbook"), including but not limited to the following sections: Section 201 (Clearing and Grubbing, Grading), Section 301 (Subgrade Preparation), Section 302-6 (Portland Cement Concrete Pavement), Section 303 (Concrete Structures), Section 306 (Concrete Curb, Gutter, Sidewalk, Driveways, Alley Intersections, and Cross Gutters), and Section 307 (Accessibility Improvements). Work shall also comply with all applicable City of Palmdale technical provisions (Appendix A – City of Palmdale Concrete Removal & Replacement Technical Provisions) and standard plans for public works construction (Appendix C – City of Palmdale Standard Plans for Public Works Construction).

The CONTRACTOR shall coordinate with City staff to schedule work in a manner that minimizes disruptions to scheduled irrigation cycles, public access, programming, and recreational use of park grounds and green spaces. Sensitivity to park hours, events, and public safety is required.

General Requirements

1. The selected CONTRACTOR shall furnish all labor, materials, and equipment necessary to perform asphalt concrete (AC) and Portland cement concrete (PCC) removal, disposal, subgrade preparation, and AC & PCC replacement services for the City of Palmdale, in accordance with the terms and conditions outlined herein.

2. Work will occur in high-traffic public areas including parks, facility grounds, trails, active recreation spaces and other municipal rights-of-way. The CONTRACTOR shall fence off or barricade open work zones to ensure safety of the public, including park patrons, City staff and those conducting business at City offices.

3. The CONTRACTOR shall take all necessary precautions to protect existing infrastructure and adjacent improvements during construction, including but not limited to existing hardscapes, pavement, decomposed granite (DG) trails, turfgrass, trees, irrigation systems, utilities, signage, park equipment and site amenities. Temporary protection shall be installed where needed. The CONTRACTOR shall coordinate utility marking through USA Dig Alert prior to any excavation and maintain an active dig-alert ticket through completion of work as required by law.

4. The CONTRACTOR shall maintain a clean and safe work site at all times, including daily removal of construction debris, proper storage of materials, and the use of appropriate safety barriers, temporary fencing and signage to protect the public as required. Active excavations shall not be left exposed after work hours. Upon completion of work, the CONTRACTOR shall fully restore all disturbed areas—including landscaping, paving, and site furnishings—to their original condition.

5. The CONTRACTOR shall only use City-approved staging and storage areas for equipment, materials, and vehicles. Staging areas shall be kept orderly, secure, and free from hazards. The CONTRACTOR shall implement best management practices (BMPs) for pollution prevention and containment in accordance with local, state, and federal requirements, including stormwater regulations. Concrete washout areas, spill containment, dust control, and sediment barriers shall be provided as necessary to prevent pollutants from becoming airborne or entering storm drains, landscaped areas, or waterways. The CONTRACTOR shall be responsible for all environmental compliance related to staging and construction activities.

Scheduling of Work

1. The City will issue written notice to proceed.

2. The CONTRACTOR shall acknowledge receipt of each work order within 24 hours from the date of issuance by the City and shall submit a proposed project schedule within five (5) business days of that date.

3. The CONTRACTOR shall commence work no later than fourteen (14) calendar days from the date the work order is issued by the City, unless an alternate start date is approved in writing by the City.

4. The CONTRACTOR shall coordinate pre-construction meetings, confirm project schedule and provide weekly schedule and progress updates, coordinating all work with the designated City representative to ensure that project execution is timely and completed in a manner satisfactory to the City.

Concrete Removal & Replacement

1. Concrete removal and replacement shall include demolition, disposal, subgrade preparation, forming, and installation of new concrete improvements in accordance with City standards, technical provisions and the following general guidelines:

    a. The CONTRACTOR shall construct flatwork per City of Palmdale technical provisions (Appendix A), standard plans for public works construction (Appendix C) and Greenbook (Standard Specifications for Public Works Construction, latest edition). Sidewalks, curb ramps, landings and mow curbs shall be 4 inches thick; driveways & vehicular access areas shall be 6 inches thick or as directed by the City. Aquatic facility deck thickness shall match existing. ADA-compliant pedestrian ramps shall be constructed in accordance with current federal and state accessibility standards, including detectable warning surfaces, proper slope transitions, and minimum clearance widths. Transitions to adjacent surfaces must be smooth and flush, free of trip hazards.

    b. The CONTRACTOR shall construct curbs and curb and gutter per City of Palmdale technical provisions (Appendix A), standard plans for public works construction (Appendix C) and Greenbook (Standard Specifications for Public Works Construction, latest edition), with proper flowline grading and transition to existing improvements.

    c. The CONTRACTOR shall construct concrete v-channels, catch basins, surface drains and curb drains per City of Palmdale technical provisions (Appendix A), standard plans for public works construction (Appendix C), and Greenbook (Standard Specifications for Public Works Construction, latest edition), with appropriate slope and cross-section to ensure proper drainage and tied into existing drainage systems as required.

d. The CONTRACTOR shall install reinforcing steel (rebar) per City of Palmdale technical provisions (Appendix A), and standard plans for public works construction (Appendix C), including proper placement, tying, and clearance, in accordance with the Greenbook (Standard Specifications for Public Works Construction, latest edition).

e. The CONTRACTOR shall match color and finish of any new concrete to existing, interfacing concrete in texture, tone, and appearance, unless otherwise directed by the City. Where no existing concrete finish is present or where new improvements are isolated, a standard light broom finish with natural gray concrete shall be used as the default. Appropriate expansion joints, saw cuts, and joint resealing shall be provided to control cracking and to maintain visual consistency with surrounding improvements per City of Palmdale technical provisions (Appendix A), standard plans for public works construction (Appendix C), and Greenbook (Standard Specifications for Public Works Construction, latest edition).

f. The CONTRACTOR shall coordinate inspections as required by the Parks Superintendent or appointed designee.

Tree Protection and Root Pruning

1. The CONTRACTOR shall implement all necessary measures to protect existing trees within or adjacent to each work zone in accordance with ANSI A300 (Part 5) – Management of Trees on Construction Sites, the ISA Best Management Practices for Managing Trees During Construction, and the City of Palmdale's Tree Protection Requirements (Appendix B - City of Palmdale Tree Protection During Construction).

2. When root pruning is required due to site conditions, the CONTRACTOR shall use an air spade or air knife to safely expose tree roots, irrigation lines, or other underground infrastructure to prevent damage during excavation. Tree root pruning, excavation, trenching, or grade modifications shall not occur within Tree Protection Zones (TPZ) without prior written approval from a City arborist. CONTRACTOR shall coordinate with the City Arborist to schedule inspection and receive written authorization. CONTRACTOR root pruning must be performed under the supervision of a City Arborist using clean, sharp tools and approved arboricultural methods.

3. Protective fencing shall be installed as required by erecting readily visible 6-foot-high chain link fencing at the edge of the Tree Protection Zone (TPZ), as approved by the Parks Superintendent or City Arborist.

4. In areas where posts can be driven, galvanized steel posts shall be driven to a depth of 24 inches, spaced no more than 12 feet on center. The City will coordinate irrigation programming to provide for drive-on access into green spaces as needed.

5. In hardscaped areas where posts cannot be driven, fencing shall be supported by wide, stable stands, each weighted with a minimum of one (1) full sandbag per stand.

6. Fence panels shall be securely fastened to each other using industry-standard temporary fence clamps to ensure stability and security.

7. Fencing shall remain in place and undisturbed for the duration of the work unless otherwise authorized. Construction activities such as staging, stockpiling, paving, compaction, or

equipment parking are strictly prohibited within the TPZ or Critical Root Zone (CRZ) unless protective surface and trunk measures, as outlined in Appendix B, are implemented.

Safety

1. The CONTRACTOR shall comply with all applicable local, state, and federal regulations throughout the duration of the project, including but not limited to:

    a. Cal/OSHA construction and excavation safety standards.
    b. ADA accessibility requirements for pedestrian pathways and ramps.
    c. City of Palmdale municipal ordinances, codes, technical provisions, standard plans for public works construction, and the Greenbook (Standard Specifications for Public Works Construction, latest edition).

2. The CONTRACTOR shall maintain a safe, clean, and hazard-free work zone at all times. This includes the use of appropriate temporary chain link fencing, barricades, high-visibility, reflective signage, cones, and pedestrian detours as necessary to ensure public and worker safety.

3. If work occurs adjacent to or within roadways or high-traffic areas, the CONTRACTOR shall prepare and submit a traffic control plan to City Traffic Engineer for approval. Certified flaggers shall be used where required. The CONTRACTOR is responsible for providing all necessary work zone safety delineation at each work site, encompassing the design and implementation of all temporary work zone traffic control measures in compliance with the latest edition of the California Manual on Uniform Traffic Control Devices.

4. The CONTRACTOR shall be responsible for job site safety and shall promptly address any safety concerns or deficiencies identified by the City, including trip hazards, unsecured work zones, or improper pedestrian or traffic control.

5. Prior to the start of work, the CONTRACTOR shall submit a site-specific safety plan, which may include a job hazard analysis (JHA), emergency contact procedures, and any relevant Cal/OSHA documentation. The safety plan shall be reviewed and accepted by the City prior to mobilization.

6. The CONTRACTOR shall avoid scheduling work during major park events or peak community use hours, unless otherwise coordinated with City staff. Weekend and after-hours work may be required in select locations upon City request.

Compliance

1. The City requires full CONTRACTOR compliance with all municipal ordinances, codes, technical provisions, standard plans for public works construction, the Greenbook (Standard Specifications for Public Works Construction, latest edition) and contract terms and conditions. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages.

2. In cases of CONTRACTOR non-compliance, penalties will be levied per incident, calculated based on the corresponding line item cost and deducted from the resulting invoice. For the first violation, a penalty of 25% will be imposed, escalating to 50% for a second violation, 75% for a third violation, 100% for a fourth violation. Subsequent violations beyond the fourth will incur liquidated damages.

Violation:	**First**	**Second**	**Third**	**Fourth**	**Liquidated Damages**
Penalty:	25%	50%	75%	100%	$2,500 per day

3. Liquidated Damages: The City requires full completion of all the tasks outlined in the scope of work. It shall be agreed by the parties to the agreement that time is of the essence, and in the event of a delay in starting the work, or delivery of the equipment, goods, services & personnel required for project implementation to the City's satisfaction, damage will be sustained by the City and that it is or will be impractical to determine the actual amount of the damage caused by reason of non-compliance with scope of work, or delays resulting from CONTRACTOR'S performance. It is, therefore, agreed that the successful CONTRACTOR will pay the City the sum of **twenty-five hundred dollars ($2,500) for each working day delay** in completing the work as specified and in accordance with the project schedule approved by the CITY.

   These damages shall be deducted from any monies due, or which may thereafter become due, to the CONTRACTOR under the Agreement or may be recovered by the City through any lawful means. The successful CONTRACTOR will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance, which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City Superintendent in writing of the causes of delay within one (1) business day from the beginning of any such delay. The successful CONTRACTOR shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

4. Force Majeure: The time period(s) specified for the performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, unusually severe weather (to be determined by City staff), fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the CONTRACTOR will within ten (10) days of the commencement of such delay notify the City in writing of the causes of the delay.

   The City will ascertain the facts and the extent of the delay and extend the time for performing the services for the period of the enforced delay when and if the judgment of the superintendent, or designee, the delay is justified. The City Superintendent or his designee's, decision shall be final and conclusive upon the parties to this Agreement. In no event shall the CONTRACTOR be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, the CONTRACTOR'S sole remedy being an extension of the Agreement pursuant to this Section.

   If the CONTRACTOR'S performance is deemed unsatisfactory, the City Superintendent or appointed designee reserves the right to suspend contractor operations at any time.

Pricing

1. The quoted unit prices (per square foot, linear foot, each or lump sum) shall be firm and fixed for the Contract term shall include all costs associated with prevailing wage concrete removal and replacement, including but not limited to:

   a. Mobilization and demobilization.
   b. Equipment, materials, labor, and disposal.

c. Compliance with all contract specifications and regulatory requirements.
d. Complete installation of curbs, sidewalks, curb ramps, curb & gutter, mow curbs, v-channels, driveways, aquatic facility decks, catch basins & curb drains as required according to existing and/or site-specific requirements.

2. Quoted mobilization pricing shall include (2) two standard mobilizations by the CONTRACTOR per work order:

    a. One (1) mobilization for demolition, disposal and site preparation.
    b. One (1) mobilization for concrete forming, pouring, finishing and job site clean-up.

Invoicing & Payment

1. The CONTRACTOR shall submit invoices based on the actual quantities of work completed—measured in square feet, linear feet, or other applicable unit quantities—as verified by the City upon completion of each work order.

2. Invoices shall clearly detail the following:
    a. Date(s) of work performed and location(s).
    b. Mobilization Costs per work order.
    c. Types, quantities and units of measure of concrete improvements installed (e.g., curbs, sidewalks, curb ramps, curb & gutter, mow curbs, v-channels, driveways, aquatic facility decks, catch basins & curb drains).
    d. Any approved additional services or change order work.

3. Payment will be made in accordance with the City's standard payment terms upon verification and approval of completed work and receipt of all required documentation, including certified payroll and compliance reports, if applicable.

EXHIBIT D
FEE SCHEDULE

Pricing shall be firm fixed price and shall include all costs in accordance with all contract requirements, including but not limited to fully-burdened labor, payroll and other taxes, fringes, licenses and permits, insurance, workforce productivity, coordination, transportation, field overhead, general and administrative overhead, and profit.

LABOR RATES

ITEM	DESCRIPTION	UNIT OF MEASURE	BID
1	Supervisor	Hourly Rate	$130.00
2	Journeyman	Hourly Rate	$100.00
3	Apprentice Journeyman	Hourly Rate	$63.00
4	Mobilization	Lump Sum	$2,000.00
5	Concrete Expansion Joint Repair	Linear Foot	$25.00
6	Cement Mason	Hourly Rate	$105.00
7	Operator	Hourly Rate	$134.00

SITE/PROJECT RATES

ITEM	LOCATION	ADDRESS	AERIAL MAP ID. NO.	INSPECTION PHOTO ID NO.	APPROX. LENGTH	APPROX. WIDTH	APPROX. SQ / LN FT	CONTRACTOR SUGGESTED SQ / LN FT	UNIT OF MEASURE	UNIT COST	PRICE
1	Domenic Massari Park	37716 55th ST E	12	S1-DM-H12	5	5	25	25	Square Foot	$ 40.00	$ 1,000.00
2	Domenic Massari Park	37716 55th ST E	28	S2-DM-H28	10	12	120	120	Square Foot	$ 30.00	$ 3,600.00
3	Domenic Massari Park	37716 55th ST E	38	S1-DM-H38	5	22	110	110	Square Foot	$ 30.00	$ 3,300.00
4	Domenic Massari Park	37716 55th ST E	39	S1-DM-H39	6	18	108	108	Square Foot	$ 30.00	$ 3,240.00
5	Domenic Massari Park	37716 55th ST E	43	S1-DM-H43			8	8	Linear Foot	$ 30.00	$ 240.00
6	William J. McAdams Park	38115 30th St E	1	S2-WJM-H1	4	4	16	16	Square Foot	$ 30.00	$ 480.00
7	William J. McAdams Park	38115 30th St E	8	S2-WJM-H8	10	12	120	120	Square Foot	$ 30.00	$ 3,600.00
8	William J. McAdams Park	38115 30th St E	9	S1-WJM-H9	10	11	110	110	Square Foot	$ 30.00	$ 3,300.00
9	William J. McAdams Park	38115 30th St E	11	S1-WJM-H11	10	55	550	550	Square Foot	$ 20.00	$ 11,000.00
10	William J. McAdams Park	38115 30th St E	12	S1-WJM-H12	10	11	110	110	Square Foot	$ 30.00	$ 3,300.00
11	William J. McAdams Park	38115 30th St E	24	S2-WJM-H24	1	20	20	20	Square Foot	$ 30.00	$ 600.00
12	William J. McAdams Park	38115 30th St E	26	S1-WJM-H26	10	10	100	100	Square Foot	$ 30.00	$ 3,000.00
13	William J. McAdams Park	38115 30th St E	30	S2-WJM-H30	10	10	100	100	Square Foot	$ 30.00	$ 3,000.00
14	William J. McAdams Park	38115 30th St E	31	S2-WJM-H31	3	3	9	9	Square Foot	$ 30.00	$ 270.00
15	William J. McAdams Park	38115 30th St E	32	S2-WJM-H32	16	13	208	208	Square Foot	$ 30.00	$ 6,240.00
16	William J. McAdams Park	38115 30th St E	56	S2-WJM-H56	4	5	20	20	Square Foot	$ 30.00	$ 600.00
17	William J. McAdams Park	38115 30th St E	66	S2-WJM-H66	5	8	40	40	Square Foot	$ 30.00	$ 1,200.00
18	William J. McAdams Park	38115 30th St E	84	S1-WJM-H84	15	15	225	225	Square Foot	$ 30.00	$ 6,750.00
19	William J. McAdams Park	38115 30th St E	92	S1-WJM-H92	25	25	625	625	Square Foot	$ 20.00	$ 12,500.00
20	South Valley Worksource Center	38510 Sierra Hwy	4	S1-WSC-H4	4	9	36	36	Square Foot	$ 30.00	$ 1,080.00
21	Transportation Center	39000 Clock Tower Plaza Dr	32	S2-PTC-H32	10	12	120	120	Square Foot	$ 30.00	$ 3,600.00
22	Desert Sands Park	39130 3rd St E	20	S2-DS-H20	8	10	80	80	Square Foot	$ 30.00	$ 2,400.00
23	Desert Sands Park	39131 3rd St E	23	S2-DS-H23	10	6	60	60	Square Foot	$ 30.00	$ 1,800.00
24	Desert Sands Park	39132 3rd St E	24	S2-DS-H24	8	10	80	80	Square Foot	$ 30.00	$ 2,400.00
25	Desert Sands Park	39133 3rd St E	31	S2-DS-H31	8	10	80	80	Square Foot	$ 30.00	$ 2,400.00
26	Desert Sands Park	39134 3rd St E	43	S2-DS-H43	10	9	90	90	Square Foot	$ 30.00	$ 2,700.00
27	Desert Sands Park	39135 3rd St E	58	S2-DS-H58	8	10	80	80	Square Foot	$ 30.00	$ 2,400.00
28	Desert Sands Park	39136 3rd St E	86	S2-DS-H86	8	10	80	80	Square Foot	$ 30.00	$ 2,400.00
29	Desert Sands Park	39136 3rd St E	172	S1-DS-H172	4	4	16	16	Square Foot	$ 30.00	$ 480.00
30	Manzanita Heights Park	431 Mesa Verde Ave	12	S2-MH-H12	5	5	25	25	Square Foot	$ 30.00	$ 750.00
31	Pelona Vista Park	37720 Tierra Subida Ave	69	S2-PV-H69	3	9	27	27	Square Foot	$ 30.00	$ 810.00
32	Pelona Vista Park	37720 Tierra Subida Ave	74	S2-PV-H74	3	10	30	30	Square Foot	$ 30.00	$ 900.00
33	Pelona Vista Park	37720 Tierra Subida Ave	115	S2-PV-H115	8	10	80	80	Square Foot	$ 30.00	$ 2,400.00
34	Pelona Vista Park	37720 Tierra Subida Ave	128	S2-PV-H128	8	12	96	96	Square Foot	$ 30.00	$ 2,880.00
35	Pelona Vista Park	37720 Tierra Subida Ave	139	S2-PV-H139	8	10	80	80	Square Foot	$ 30.00	$ 2,400.00
36	Marie Kerr Park	2723 W Rancho Vista Blvd	94	S2-MK-H94	4	10	40	40	Square Foot	$ 30.00	$ 1,200.00
37	Marie Kerr Park	39700 30th St W	58	S3-MKP-H58	24	17	408	408	Square Foot	$ 24.00	$ 9,792.00
38	Marie Kerr Park	39700 30th St W	59	S3-MKP-H59	24	17	408	408	Square Foot	$ 24.00	$ 9,792.00
39	Marie Kerr Park	39700 30th St W	60	S3-MKP-H60			28	28	Lump Sum	$ 30.00	$ 840.00
40	Marie Kerr Park	39700 30th St W	61	S3-MKP-61	13	20	28	260	Square Foot	$ 30.00	$ 7,800.00
						Project Totals:	**4,596**	**4,828**			**$ 128,444.00**

EXHIBIT D
FEE SCHEDULE

ADDITIONAL SERVICES			
ITEM	**DESCRIPTION**	**UNIT OF MEASURE**	**PRICE**
1	Mobilization	Lump Sum	$ 2,000.00
2	Asphalt Concrete (AC) Curbs	Linear Foot	$ 100.00
3	Asphalt Concrete (AC) Sidewalk	Square Foot	$ 7.00
4	Asphalt Concrete (AC) Curb Ramp	Square Foot	$ 40.00
5	Asphalt Concrete (AC) Curb Ramp & Landings	Square Foot	$ 35.00
6	Agregate Base	Square Foot	$ 3.00
7	Portland Cement Concrete (PCC) Curb	Linear Foot	$ 60.00
8	Portland Cement Concrete (PCC) Sidewalks	Square Foot	$ 15.00
9	Portland Cement Concrete (PCC) Curb Ramps	Square Foot	$ 35.00
10	Portland Cement Concrete (PCC) Curb Ramps & Landings	Square Foot	$ 35.00
11	Portland Cement Concrete (PCC) Curb & Gutter	Linear Foot	$ 70.00
12	Portland Cement Concrete (PCC) Mow Curb	Linear Foot	$ 40.00
13	Portland Cement (PCC) V-Channel	Square Foot	$ 20.00
14	Portland Cement Concrete (PCC) Driveway	Square Foot	$ 16.00
15	Portland Cement Concrete (PCC) Aquatic Facility Deck	Square Foot	$ 30.00
16	Portland Cement Concrete (PCC) Catch Basin	Each	$ 8,000.00
17	Curb Drain	Each	$ 10,000.00

GUARANTY

In accordance with the terms of the Contract between City of Palmdale, ("City") and the undersigned, under which contract the undersigned shall complete work as described in the Contract documents, the following guarantee of said work is hereby made.

Should any of the items installed pursuant to said Contract, prove defective or should the item as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the said item or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one (1) year after date on which the work is accepted by the City, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within thirty (30) days after the receipt of demand from the City. In the event repairs are not made within thirty (30) days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other Contractor. The undersigned agrees to reimburse the City, upon demand, of its expenses incurred in restoring said items to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the City, to replace any such equipment and repair said items completely without cost to the City so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the City; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the City, upon demand, expenses incurred.

Said items will be deemed defective within the meaning of this Guaranty in the event that they fail to operate as originally intended thereof and in accordance with the plans and specifications included in said contract. The Faithful Performance Bond for this project shall remain in full force and effect for the entire guarantee period as required in the specifications and contract documents.

J. Angel Firm 2-03-26

Signature Date

City Council Staff Report

DATE: **MARCH 3, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENTS WITH MARIPOSA TREE MANAGEMENT INC., UNITED PACIFIC SERVICES, INC., AND WEST COAST ARBORISTS, INC., FOR PROFESSIONAL ARBORICULTURAL SERVICES FOR A COMBINED NOT TO EXCEED AMOUNT OF $3,825,000 ($1,275,000 EACH) OVER A TERM OF THREE YEARS WITH TWO OPTIONAL ONE-YEAR EXTENSIONS**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9710 with Mariposa Tree Management, Inc., for professional arboricultural services for a total not to exceed amount of $1,275,000 for a term of three years with two optional one-year extensions;

2. Approve Agreement No. A-9711 with United Pacific Services, Inc., for professional arboricultural services for a total not to exceed amount of $1,275,000 for a term of three years with two optional one-year extensions;

3. Approve Agreement No. A-9712 with West Coast Arborists, Inc., for professional arboricultural services for a total not to exceed amount of $1,275,000 for a term of three years with two optional one-year extensions; and,

4. Authorize the Interim City Manager or his designee to execute Agreement Nos. A-9710 with Mariposa Tree Management Inc., Agrmt No. A-9711 with United Pacific Services, Inc., and Agrmt No. A-9712 with West Coast Arborists, Inc., including minimal and/or non-substantial changes.

BACKGROUND

The City manages professional arboricultural services for more than 24,000 trees through a combination of in-house operations and contracted specialists. These

services support the City's Urban Forestry Program and provide routine and corrective maintenance for trees located within parks and facility grounds, General Benefit landscapes, Landscape Assessment Districts, transit sites, and street right-of-ways. Contractors may also perform ornamental vegetation abatement and related services for Housing Division properties and for private parcels or vacant lots, as directed by Community Compliance.

Services include tree pruning and removal, stump grinding, inventory data collection, pneumatic air excavation, temporary traffic control, hazard assessments, and emergency response.

These contracted services supplement City operations to meet industry-recommended pruning cycles, address deferred maintenance, and increase service capacity and operational efficiency, thereby supporting public safety, tree health, and the long-term sustainability and aesthetic quality of the urban forest.

DISCUSSION

The City publicly advertised Request for Proposal (RFP) No. 26-002-3610 for Professional Arboricultural Services via PlanetBids on November 4, 2025. The solicitation was also posted on the City's website and published in the Antelope Valley Press. While 12 vendors registered as prospective bidders, the solicitation closed on December 11, 2025, with three (3) bidders submitting formal proposals:

Rank	Vendor	Location
1	Mariposa Tree Management Inc.	Irwindale, CA
2	United Pacific Services, Inc.	South Gate, CA
3	West Coast Arborists, Inc.	Anaheim, CA

These on-call services are requested on an as-needed basis; therefore, the proposal amount reflects only hourly labor rates, tree service rates, and emergency call-out fees, and is not a total project cost.

Each prospective proposal demonstrated that the vendor met or exceeded the qualifications outlined in the RFP, including past performance, experience, technical approach, and cost. After evaluation, staff determined that splitting the contract equally among all three vendors would best serve the City's interests. Awarding multiple contracts provides greater operational flexibility and will improve scheduling and mobilization across the City's urban forestry programs, ensuring annual pruning cycles with industry standards.

Based on the amount of delayed maintenance in the city's urban forest, we are requesting that the contract be awarded to three contractors, and in doing so, this will act as a workforce multiplier by tackling current preventative maintenance operations and clearing the backlog of maintenance work within the urban forest.

This work is excluded from the Community Workforce Agreement, per Section 2.5 Exclusions, (l) Tree trimming, park/landscaper maintenance contracts.

FISCAL IMPACT

$3,825,000 combined total ($1,275,000 per agreement); Sufficient funds are budgeted and available in Fiscal Year 2025-26, and funds for future years will be incorporated in the annual operating budget. Contract service funds are budgeted in Park Maintenance, General Benefit Landscape, Landscape Assessment Districts, Transit Services, Street Maintenance, and Public Safety.

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-9710 with Mariposa Tree Management, Inc.
Agrmt No. A-9711 with United Pacific Services, Inc.
Agrmt No. A-9712 with West Coast Arborists, Inc.

AGREEMENT NO. A-9710
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND MARIPOSA TREE MANAGEMENT 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 MARIPOSA TREE MANAGEMENT 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:

Professional arboricultural services in support of the Public Works Department and Housing Authority as more specifically set forth in Exhibit "C" Scope of Services and Technical Specifications attached hereto and made part herein by reference.

Locations include Parks, Facility Grounds, Transit Sites, General Benefit Landscapes (including landscaped medians), Landscape Assessment Districts, and street right of ways, as well as select services and/or ornamental abatement for the Housing Division, Housing Authority, private property and vacant parcels or lots.

Services include as-requested tree pruning; tree removals; stump grinding; pneumatic air excavation with supersonic air knife or equivalent for exploratory trenches, root collar inspections, vertical mulching, and critical root zone inspections for root pruning; tree inventory data collection; required work zone temporary traffic control; and tree hazard risk assessment.

Payroll Records
CITY may request certified payroll records (CPRs) from CONTRACTOR at any time. CONTRACTOR shall submit any and all CPRs within seventy-two (72) hours of the CITY request.

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-27 Landscaping, C-31 Construction Zone Traffic Control, and C-49 Tree and Palm 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 1061455. CONTRACTOR's DIR registration number is 1000551767. CONTRACTOR's Business License number is 11621035. 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.

2.10 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.

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:

Project Superintendent
Account Manager
Training Manager
Field Supervisor
Field Operations Team / Foremen

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 One Million Two Hundred Seventy-Five Thousand dollars ($1275000.00) 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.

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
- $5,000,000.00 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 Professional Liability (Errors & Omissions) Insurance*

- $2,000,000 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 Liability (E&O) Insurance 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.

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 Severino
City Attorney

ATTEST:

SIGNATURE AREA

Rochelle Scott
City Clerk

MARIPOSA TREE MANAGEMENT INC.:

SIGNATURE AREA

Dennis Jones
Secretary & Vice President of Operations

ADDRESS FOR NOTICE:
MARIPOSA TREE MANAGEMENT INC.
6232 Santos Diaz St.
Irwindale, CA 91702

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

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

EXHIBIT A

Prevailing Wage Requirements

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.

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.

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.

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.

5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

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.

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.

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.

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.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, and all amendments thereto, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Palmdale prior to performing any work on the contract:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

Mariposa Tree Management Inc
_____
Contractor

By Dennis Jones
_____
Print Name

_____
Signature

Secretary & VP of Operations
_____
Title

2/13/26
_____
Date

Section 3700 of the State Labor Code reads as follows:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

EXHIBIT C
SCOPE OF WORK

The following are the general conditions for the work to be performed:

The CONTRACTOR shall have a minimum of 10 years' experience in the business of providing professional arboricultural services in support of municipal urban forestry programs.

The CONTRACTOR shall comply with Cal-OSHA and American National Standard, ANSI A-Z133 Safety Standard 2017 or latest edition and all other regulatory safety requirements.

The CONTRACTOR'S account manager and field supervisor shall be certified arborists with the International Society of Arboriculture. Crew foremen working in a senior tree trimmer capacity shall be a certified tree worker climber specialist with the International Society of Arboriculture.

The City of Palmdale requires CONTRACTORS to have a trained and skilled workforce, proficient in current professional arboricultural best practices. CONTRACTORS with tree workers that are certified by the International Society of Arboriculture as tree worker climber specialists and tree worker aerial lift specialists will be more competitive.

The CONTRACTOR'S personnel shall wear uniform shirts with the company name and logo printed or embroidered on them, and they shall wear reflective class III safety vests while working in city streets and right of ways.

The CONTRACTOR'S aerial lift and other tree service trucks shall be properly equipped with, but not limited to appropriate safety gear including hard hats, chaps, harnesses, climbing saddles, lanyards, heavy duty rope, first aid kit, fire extinguisher, blowers, chain saws, sharp chains, loppers, pole pruners, hand pruners, wedges, woodchipper and hand tools necessary for equipment field maintenance. All CONTRACTOR equipment must be in excellent working condition while in service to the City of Palmdale.

The CONTRACTOR shall possess and maintain all required Federal, State and local licenses and permits including a C-61 Limited Specialty classification license with D-49 Tree Service subcategory, a C-27 Landscaping Contractor license and a City of Palmdale business license.

It is understood that except as otherwise specifically stated in the contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the Arboricultural services within the specified time. Permits, insurance and licenses (including City of Palmdale business license) necessary for the execution of the work shall be secured and paid for by the Contractor.

TECHNICAL SPECIFICATIONS

The successful respondent shall provide City of Palmdale with Professional Arboricultural services in support of Urban Forestry programs in Parks and City Facility Grounds, Transit Sites, General Benefit Landscapes (including landscaped medians), the Fairway Business Park, Landscape Assessment Districts, Street Right of Ways, and Housing Authority properties.

The successful Respondent shall provide all labor and equipment to effectively accomplish the following services.

SECTION A - GENERAL EXPECTATIONS

A.01. The CONTRACTOR shall respond to e-mails or phone calls from superintendents, city arborists or appointed designees within one (1) business day. Upon receipt of written work requests from the superintendents, city arborists or appointed designees, the CONTRACTOR shall create work orders in tree inventory software and confirm work schedule within two (2) business days. All work requested shall begin within ten (10) business days of work request unless otherwise authorized by the superintendents, city arborists or appointed designees.

24-hour emergency call outs guarantee a minimum compensation of four (4) hours, require immediate crew mobilization with requested operations taking place within (4) hours of work request. CONTRACTOR'S supervisor and/or crew foreman shall meet with superintendents, city arborists or appointed designees prior to beginning work at each location to confirm the specific objectives of the City of Palmdale.

A.02. CONTRACTOR'S account manager and field supervisor shall be International Society of Arboriculture certified arborists responsible to ensure all work is performed in accordance with OSHA, CAL-OSHA, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Control Devices, 2023 or latest edition and all other applicable regulatory safety standards. Tree workers that are certified by International Society of Arboriculture as tree worker climber specialists and tree worker aerial lift specialists are preferred.

A.03. It shall be the sole responsibility of the CONTRACTOR to perform a Level 1: Limited Visual Assessment, as described in the I.S.A. Best Management Practices: Tree Risk Assessment, International Society of Arboriculture, 2023 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition, for each tree serviced during all tree maintenance operations. CONTRACTOR shall inspect the canopy, trunk, trunk flare, surface of tree root zone, and site conditions around the trees being serviced and immediately report any structural concerns, hazards, pest and/or disease presence or any other anomaly to superintendents, city arborists or appointed designees and log findings in tree detail section of city tree inventory.

A.04. CONTRACTOR'S account manager and field supervisor shall be responsible to ensure all work is performed in accordance with ANSI A300 Standards Part I Pruning 2023 or latest edition and the arboricultural objectives set forth by the superintendents, city arborists or appointed designees.

SECTION B - PRUNING OPERATIONS

B.01. Pruning operations shall adhere to the ANSI A-300 Part I Pruning 2023 or latest edition and ANSI Z133 Safety Standard 2017 or latest edition. Pruning will generally be maintenance pruning and shall adhere to the natural pruning techniques. All pruning tools must be sterilized with a solution of 10% bleach & 90% water or Lysol disinfectant spray prior to pruning each tree. The City of Palmdale shall submit detailed work requests to the CONTRACTOR outlining location, service description, tree identification numbers and projected costs. Pruning operations should remove no more living material than what is necessary to achieve the following pruning objectives,

B.02. Develop Tree Structure improving upon the natural form of each tree, promote or subordinate certain leaders, branches or stems, head back co-dominant leaders, promote or discourage growth in a particular direction, promote desirable branch spacing and canopy structure to reduce the likelihood of branch or whole tree failure.

B.03. Provide Clearance to mitigate interference with traffic signals and signs, vehicle and pedestrian traffic and line of sight, streetlights, other trees and public or private property. Trees shall be pruned to provide a minimum clearance of 17 feet above public right of ways.

B.04. Manage Tree Shape and Size through effective application of branch removal cuts, branch reduction cuts, and branch heading cuts as required to reduce the likelihood of branch or whole tree failure and achieve the city's specific pruning objectives for each tree**.**

B.05. Improve Tree Integrity by removing dead, crowded and rubbing branches, increasing sun light and wind penetration while improving upon the natural form of each tree to reduce the likelihood of branch or whole tree failure. **Lion-tailing is unacceptable**.

B.06. Protection of Public and Private Property: CONTRACTOR shall be responsible for the protection of all public and private property and improvements within and adjacent to all work areas including but not limited to: plant material, lawns, sprinkler systems, drains, fencing, block walls, brick or masonry work, sidewalks, street paving, street lights, traffic signals, utility pedestals and all other public or private improvements.

B.07. Restitution for Public or Private Property Damage: Any public or private improvements damaged by the CONTRACTOR while conducting scheduled work shall be replaced in kind at the CONTRACTOR'S expense, to the absolute satisfaction of the superintendents, city arborists, appointed designees and/or private property owner. Replacement shall take place no later than five (5) working days from the date of damage, unless otherwise authorized.

B.08. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION C - TREE REMOVAL AND STUMP GRINDING OPERATIONS

C.01. Tree removal operations shall observe ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition and all other applicable regulatory safety standards. Tree removals are intended to mitigate hazards and shall include removal of dead or dying trees, trees with pronounced canopy, trunk, or root system defects, overcrowded trees and trees whose conflict with public or private infrastructure or interest cannot be otherwise resolved. The City of Palmdale shall submit detailed work requests to the CONTRACTOR outlining location, service description, tree identification numbers and projected costs.

C.02. Method: The CONTRACTOR shall consider all tree and site conditions when formulating each tree removal plan. This includes surrounding obstacles, targets, terrain, wind direction and magnitude, structure, flaws and lean of each tree. CONTRACTOR must obtain approval from superintendents, city arborists or appointed designees in advance of any felling operations.

C.03. Protection of Public and Private Property: CONTRACTOR shall be responsible for the protection of all public and private property and improvements within and adjacent to all work areas including but not limited to: plant material, lawns, sprinkler systems, drains, fencing, block

walls, brick or masonry work, sidewalks, street paving, street lights, traffic signals, utility pedestals and all other public or private improvements.

C.04. Restitution for Public or Private Property Damage: Any public or private improvements removed or damaged by the CONTRACTOR other than those scheduled for removal shall be replaced in kind at the CONTRACTOR'S expense to the absolute satisfaction of the superintendents and/or private property owner. Replacement shall take place no later than five (5) working days from the date of damage, unless otherwise authorized.

C.05. Underground Service Alert: The CONTRACTOR is responsible for contacting Underground Service alert, securing a dig-alert ticket, and allowing the time required by law for members to respond and mark
their underground infrastructure and verifying positive electronic response prior to conducting any stump grinding operations. CONTRACTOR must analyze and respect all utility markings and grind stumps with care to avoid contact with any underground infrastructure within the stump grind zone.

C.06. Stump Grinding: All tree stumps are to be ground within five (5) working days of the tree removal unless otherwise requested or authorized by superintendents, city arborists or appointed designees. Where possible, stump grinding must strive to achieve a minimum depth of twenty-four inches (24") below grade until anchoring roots are no longer visible, to accommodate the successful planting of replacement trees. CONTRACTOR shall provide stump grinding work schedule, and report issues preventing grinding to a minimum depth of 24 inches (24") to superintendents, city arborists or appointed designees.

C.07. Wood Grindings: CONTRACTOR shall compact wood grindings flush with adjacent grade and remove all excess stump grinding material from the job site.

C.08. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION D - CLEAN UP OPERATIONS

D.01. All walkways, trails, parking lots, right of ways, or adjacent public and private property dirtied by the CONTRACTOR'S arboricultural operations shall be kept in a safe condition, mitigating any hazards and be cleaned prior to completion of work at each site Under no circumstances shall any trimmings, leaves, and/or debris remain in public right of ways and/or adjacent public or private property.

D.02. Superintendents, city arborists or appointed designees shall be the sole judge as to the adequacy of clean-up and shall have the authority to direct further clean up, within 2 hours. Any costs resulting from the use of City personnel or equipment for clean-up due to the CONTRACTOR not complying with clean-up expectations shall be deducted from the CONTRACTOR'S billing.

D.03. Disposal of green waste: All green waste produced because of the CONTRACTOR'S

operations under this agreement shall be reduced, reused, and/or recycled. Reducing shall include, but is not limited to, chipping, grinding, and/or shredding of green waste. Reusing will include, but is not limited to, using chipped, ground or shredded tree green waste as mulch. Recycling will include, but is not limited to, re-purposing wood that is too large to be chipped, ground or shredded as firewood and/or as mulch provided to Waste Management.

D.04. CONTRACTOR shall dispose of all green waste, free of charge, at the City of Palmdale Maintenance Center located at 39110 3rd Street East. Green waste shall be deposited in a designated collection area and/or as directed by the superintendents, city arborists or appointed designees.

D.05. Staging of equipment: CONTRACTOR will be authorized to stage arboricultural equipment at the City of Palmdale Maintenance Center while conducting work requested by and performed for the City of Palmdale.

D.06. CONTRACTOR shall indemnify and hold the City harmless for any equipment loss or damage experienced while the CONTRACTOR'S equipment is staged at the City of Palmdale's Maintenance Center.

D.07. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION E - TREE INVENTORY

E.01. Tree inventories serve as the foundation for developing and sustaining an effective urban forest management plan. Superintendents, city arborists or appointed designees may request the CONTRACTOR to conduct tree inventory data collection concurrently with or independent from tree maintenance and removal operations. The tree location and attribute data shall be collected using handheld computers with geographic positioning system (GPS) capabilities, logged directly into the city's tree inventory software.

E.02. Data to be collected by the CONTRACTOR while performing tree inventory operations shall include but is not limited to photo, location, unique asset number, tree species, trunk diameter at breast height, tree condition, record of service history provided under this agreement, direct maintenance costs, and available planting sites resulting from tree removals.

E.03. CONTRACTOR shall inspect the canopy, trunk, trunk flare, surface of tree root zone, and site conditions around the trees being serviced and immediately report any structural concerns, hazards, pest and/or disease presence or any other anomaly to superintendents, city arborists or appointed designees and log findings in tree detail section of city tree inventory software.

E.04. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest

edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION F - TREE RISK ASSESSMENT

F.01. It shall be the sole responsibility of the CONTRACTOR to perform a **Level 1: Limited Visual Assessment**, as described in the I.S.A. Best Management Practices: Tree Risk Assessment, International Society of Arboriculture, 2025 latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition, for each tree serviced during all tree maintenance operations. CONTRACTOR shall inspect the canopy, trunk, trunk flare, surface of tree root zone, and site conditions around the trees and immediately report any structural concerns, hazards, pest and/or disease presence or any other anomaly to superintendents, city arborists or appointed designees and log findings in tree detail section of city tree inventory software.

F.02. Superintendents, city arborists or appointed designees may request CONTRACTOR to perform a **Level 2: Basic Tree Risk Assessment** as described in the I.S.A. Best Management Practices, Tree Risk Assessment, International Society of Arboriculture 2025 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition. The methodology shall follow the I.S.A. matrix-based approach set forth in the I.S.A. Tree Risk Assessment Qualification (TRAQ) program and shall be performed by a TRAQ qualified Arborist. CONTRACTOR shall utilize and submit a completed I.S.A. Basic Tree Risk Assessment Form or city approved substitute form (Appendix D or E) for each tree being assessed.

F.03. Superintendents, city arborists or appointed designees may request CONTRACTOR to perform a **Level 3: Advanced Tree Risk Assessment** as described in the I.S.A. Best Management Practices, Tree Risk Assessment, International Society of Arboriculture 2025 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition. Level 3: Advanced Tree Risk Assessment may be requested in conjunction with or following a Level 2 Basic Tree Risk Assessment. This assessment may include climbing inspections, detailed target analysis, detailed site evaluation, health evaluation, storm or wind load analysis, measuring and assessing lean, examination of the root system using a compressed air tool and/or, ground penetrating sonar, resistance drilling using a resistograph, and/or sonic tomography of a specific section of a tree using a Picus tomograph or equivalent, to help determine the presence and level of decay.

The Level 3: Advanced Tree Risk Assessment report shall include name of the TRAQ qualified tree risk assessor, the date of the assessment, statement of the assignment scope of work, location, identification, and pictures of the tree assessed, level of inspection and details of the method, targets, occupancy rates, likelihood of impacting the target, and potential consequences of failure, site factors considered, documentation of the likelihood of failure, such as a list of tree conditions, structural defects, and response growth that were observed, risk assessment and conclusion, options and or recommendations for hazard mitigation, residual risk information, recommendations for reassessment and limitations of the assessment.

F.04. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Risk Assessment, International Society of Arboriculture 2025 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition ANSI A-300 Part I Pruning 2023or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION G – PNEUMATIC AIR EXCAVATION

G.01. Pneumatic air excavation may be required for precision and non-destructive excavation within the critical root zone (CRZ) of trees or near other sensitive underground infrastructure and shall adhere to ANSI A300 parts 6, 8, 9 and 10, 2023 or latest edition and ANSI Z133 Safety Standard. The CONTRACTOR shall utilize a supersonic air knife or approved equivalent and mobile, diesel-powered air compressor with the specified CFM and PSI rating to power the air tool, for the non-destructive loosening and removal of soil within the critical root zone for exploratory trenching, root collar inspections, root zone aeration, vertical & radial mulching. These services shall include associated cleanup and site restoration.

G.02. Safety Plan: Site specific safety considerations shall be implemented for each excavation effectively addressing pedestrian traffic control, dust control, noise mitigation, underground service alert and required PPE for all personnel.

G.03. Site Preparation: Before work begins, the CONTRACTOR shall verify that all utilities have been marked, install barricades, delineators and caution tape to secure job site, and utilize protective barriers, such as silt fences or tarps, to protect surrounding areas from excavated soil and dust.

G.04. Exploratory Trenching: The CONTRACTOR shall utilize the pneumatic air tool to carefully remove soil in designated locations to expose tree roots and/or locate utilities. The CONTRACTOR shall excavate to the depth necessary to achieve the city's specific objectives for each tree**.**

G.05. Root Collar Inspection& Root Pruning: The CONTRACTOR shall use the air tool to gently expose the basal flare and/or anchoring roots of the tree, removing soil to inspect the exposed root collar for any structural issues, removing girdling roots and other problematic roots identified during the inspection, making clean, proper cuts with sharp and sterilized hand tools. Heightened care shall be taken to maintain the structural integrity of each tree, considering the prevailing winds, and risk mitigation for pedestrians, motorists and adjacent infrastructure.

G.06. Vertical & Radial Mulching: For vertical mulching, the CONTRACTOR shall create a grid of vertical boreholes within the CRZ, a minimum of 24 inches deep and 24 inches on-center, using the pneumatic air tool. For radial mulching, the CONTRACTOR shall excavate trenches radiating out from the trunk, avoiding major structural roots larger than 2 inches in diameter where possible. The trenches shall begin outside the root flare and extend to or beyond the tree's dripline. Trenches shall be 6–12 inches wide and 8–12 inches deep arranged in a spoke-and-wheel pattern, spaced approximately 2–3 feet apart, or as directed by the Superintendents, city arborists or appointed designees.

The City shall provide amendments for the CONTRACTOR to thoroughly mix with the excavated native soil or provide imported soil and amendments for CONTRACTOR to backfill the trenches. The CONTRACTOR shall ensure the mixture is evenly distributed and voids are eliminated without compacting the soil.

G.08. Site Restoration: The CONTRACTOR shall remove all excess soil, debris, and equipment from the site, restore the grade to match adjacent areas, leaving no soil piled against the tree trunk and thoroughly drench all trenches to settle the soil and activate the amendments. Soil drenching may include incorporation of chelated products provided by the city and incorporated by the CONTRACTOR to aid in root zone recovery.

G.09. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Risk Assessment, International Society of Arboriculture 2025 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition ANSI A-300 Part I Pruning 2023or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION H - TRAFFIC CONTROL OPERATIONS

H.1. Traffic Control: CONTRACTOR shall be responsible for all work zone safety delineation required at each work site including design and implementation of all temporary work zone traffic control per the *Manual on Uniform Traffic Control Devices*, 2023 or latest edition. CONTRACTOR shall supply all labor and equipment required for proper implementation of temporary work zone traffic control and shall utilize high visibility arrow/message boards while working on all major arterial streets.

H.2. Traffic Control Encroachment Permit
Contractor shall submit an application to obtain an Encroachment Permit from the City. ***Applicant shall submit, for City review, an engineered traffic control plan when the proposed construction work involves any of the following conditions: (1) Moving traffic over the street centerline; (2) Reducing the number of travel lanes by more than one lane; (3) Any road closure (one or two-way); and/or (4) Any work performed within 250 feet of a traffic signal***. All traffic control devices and layouts shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices.

In addition, at the discretion of the Deputy Director of Public Works/City Engineer, an engineered traffic control plan may be required for other work impacting the public right-of-way. The applicant is solely responsible for the traffic control design and implementation. Furthermore, the applicant is responsible for maintaining the approved traffic control plan for the construction zone on a 24-hours basis. The traffic control plan shall remain in place until work is completed. Any street closure will require the approval of the Deputy Director of Public Works/City Engineer.

H.3. Traffic Control Conditions: Emergency vehicle access shall always be maintained. Access to private property shall always be maintained, unless otherwise authorized by the City of Palmdale. All traffic signs, traffic control devices and traffic control procedures shall conform to the Manual on Uniform Traffic Control Devices, 2023 or latest edition.

H.4. Superintendents, city arborists or appointed designees **MAY** assign city staff and resources to assist with traffic control operations if the work of the CONTRACTOR reduces the number of traffic lanes in major arterial streets. The requirements as outlined above do not constitute the issuance of an encroachment permit. Questions related to applying for an encroachment permit can be directed to the Engineering Division at (661) 267-5272. Any further traffic questions may be directed to city traffic engineer.

H.5. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest

edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION I – COMPLIANCE-BASED PUNITIVE PENALTIES AND LIQUIDATED DAMAGES

APPLICABLE SECTIONS:

Section A. General Expectations
Section B. Pruning Operations
Section C. Tree Removal and Stump Grinding Operations
Section D. Clean Up Operations
Section E. Tree Inventory
Section F. Tree Risk Assessment
Section G. Pneumatic Air Excavation
Section H. Traffic Control Operations

I.1. Punitive Penalty: Superintendents, city arborists or appointed designees will notify the CONTRACTOR both verbally and in writing each time the CONTRACTOR'S performance is unsatisfactory and can suspend CONTRACTOR'S operations at any time. CONTRACTOR will have five (5) working days to correct deficient work. Any deficient work not corrected within five (5) working days or deemed beyond correction shall result in withholding of the associated payment and punitive damage penalty of **$500 per violation**. Significant violations may result in a penalty equal to the appraised value of damaged tree/s.

I.2. Liquidated Damages: It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of a delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond the timeline set forth in Sections A - H damage will be sustained by the City and that it is or will be impractical to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of twenty-five hundred dollars **($2,500)** for each working day delay in completing the schedule set by the Contractor, as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means.
The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City's representative in writing of the causes of delay within one (1) business day from the beginning of any such delay.

The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

I.3. Force Majeure
The time period(s) specified for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of

the public enemy, unusually severe weather (to be determined by City staff), fires, earthquakes, floods, epidemics, quarantine restrictions, riots strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor will within ten (10) days of the commencement of such delay notify the City in writing of the causes of the delay.

The City will ascertain the facts and the extent of the delay and extend the time for performing the services for the period of the enforced delay when and if the judgment of the superintendent, or designee, the delay is justified. The superintendent or his designee's, decision shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however, caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

EXHIBIT D
FEE SCHEDULE

A.	TREE PRUNING SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Maintenance Prune 1" - 12" DBH	per tree	150.00	156.00	162.00	168.00	204.00
2	Maintenance Prune 13" - 24" DBH	per tree	250.00	260.00	270.00	280.00	321.00
3	Maintenance Prune 25"+ DBH	per tree	300.00	312.00	324.00	336.00	348.00
4	Maintenance Prune with Crown Reduction 1" - 12" DBH	per tree	150.00	156.00	162.00	168.00	204.00
5	Maintenance Prune with Crown Reduction 13" - 24" DBH	per tree	250.00	260.00	270.00	280.00	321.00
6	Maintenance Prune with Crown Reduction 25"+ DBH	per tree	300.00	312.00	324.00	336.00	348.00
7	Palm Tree Prune 1" - 30" DBH	per palm	80.00	83.00	86.00	86.00	89.00
8	Palm Tree Prune 31" - 55" DBH	per palm	80.00	83.00	86.00	86.00	89.00
9	Palm Tree Prune 56"+ DBH	per palm	80.00	83.00	86.00	86.00	89.00

B.	TREE REMOVAL & STUMP GRINDING SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Tree Removal 1" - 12" DBH	per tree	400.00	416.00	432.00	450.00	468.00
2	Tree Removal 13" - 24" DBH	per tree	700.00	725.00	750.00	775.00	800.00
3	Tree Removal 25"+ DBH	per tree	1,300.00	1,350.00	1,400.00	1,450.00	1,500.00
4	Stump Grinding 1" - 12"	per stump	100.00	104.00	108.00	112.00	116.00
5	Stump Grinding 13" - 24"	per stump	200.00	208.00	216.00	224.00	232.00
6	Stump Grinding 25"+	per stump	300.00	312.00	324.00	336.00	348.00

C.	INVENTORY DATA COLLECTION SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Tree Inventory Data Collection	per tree	7.00	7.00	7.00	7.00	7.00
2	Tree Inventory Data Collection	per hour	105.00	109.00	113.00	117.00	121.00

D.	PNEUMATIC AIR EXCAVATION SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Pneumatic Air Excavation 1"- 12" DBH	per tree	100.00	104.00	108.00	112.00	116.00
2	Pneumatic Air Excavation 13" - 25" DBH	per tree	150.00	156.00	162.00	168.00	175.00
3	Pneumatic Air Excavation 25" + DBH	per tree	200.00	208.00	216.00	225.00	234.00

E.	TREE RISK ASSESSMENTS SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Level 2: Basic Tree Hazard Risk Assessment	per tree	95.00	100.00	105.00	110.00	115.00
2	Level 3: Advanced Tree Risk Assessment *Decay Detection Climbing Inspection w/ Resistograph Resistance Drilling*	per hour	175.00	182.00	189.00	197.00	205.00
3	Level 3: Advanced Tree Risk Assessment *Decay Detection w/ 2 Trunk Sonic Tomography Scans*	per hour	200.00	208.00	216.00	224.00	233.00
4	Level 3: Advanced Tree Risk Assessment *Air Spade Root Inspection and Evaluation*	per hour	175.00	182.00	189.00	197.00	205.00

EXHIBIT D
FEE SCHEDULE

F.	EMERGENCY RESPONSE[+] & LABOR RATES	U/M	YEAR 1: 2026	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^*
1	Emergency call out: Weekdays 7:00 a.m. to 5:00 p.m. (Operating Hours)	per hour	330.00	340.00	350.00	360.00	370.00
2	Emergency call out: Weekdays 5:00 p.m. to 7:00 a.m. (After-Hours)	per hour	405.00	420.00	435.00	450.00	465.00
3	Emergency call out: Weekends Anytime	per hour	405.00	420.00	435.00	450.00	465.00
4	Emergency call out: Holidays Anytime	per hour	450.00	470.00	490.00	510.00	530.00
5	Senior Tree Trimmer	per hour	120.00	125.00	130.00	135.00	140.00
6	Tree Trimmer	per hour	110.00	115.00	120.00	125.00	130.00
7	Ground Man	per hour	100.00	105.00	110.00	115.00	120.00
8	I.S.A. TRAQ Qualified Certified Arborist	per hour	125.00	130.00	135.00	140.00	145.00

[+] *Emergency Response includes 1 Aerial Lift Forestry Truck w/ Chipper and 3-Man Crew (4-hour minimum)*

^ *Option to extend year(s)*

* *Year 5 pricing will extend into Year 6 for the number of months needed to complete a full 12-month period.*

AGREEMENT NO. A-9711
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND UNITED PACIFIC SERVICES, 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 UNITED PACIFIC SERVICES, 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:

Professional arboricultural services in support of the Public Works Department and Housing Authority as more specifically set forth in Exhibit "C" Scope of Services and Technical Specifications attached hereto and made part herein by reference.

Locations include Parks, Facility Grounds, Transit Sites, General Benefit Landscapes (including landscaped medians), Landscape Assessment Districts, and street right of ways, as well as select services and/or ornamental abatement for the Housing Division, Housing Authority, private property and vacant parcels or lots.

Services include as-requested tree pruning; tree removals; stump grinding; pneumatic air excavation with supersonic air knife or equivalent for exploratory trenches, root collar inspections, vertical mulching, and critical root zone inspections for root pruning; tree inventory data collection; required work zone temporary traffic control; and tree hazard risk assessment.

Payroll Records

CITY may request certified payroll records (CPRs) from CONTRACTOR at any time.CONTRACTOR shall submit any and all CPRs within seventy-two (72) hours of theCITY request.

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-27 Landscaping, C-31 Construction Zone Traffic Control, and C-49 Tree and Palm 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 790590. CONTRACTOR's DIR registration number is 1000010147. CONTRACTOR's Business License number is 11627406. 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.

2.10 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.

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:

Staffing
Executive Vice President
Operations Manager
Supervisor
Senior Tree Trimmers
Tree Trimming crew
Tree Removal crew

Other Key Personnel
Supervisors
Consulting Arborist and Pest Control Advisor

Certified Crane Operator
Tree Inventory Technician
Invoice and Report Management
Class A & B Truck Drivers
Certified Tree Care Safety Professional
Biologist
GIS & IT Software Support
ISA Board-Certified Master Arborist

Subcontractor: Alcoa Traffic Control, Inc.
Subcontractor's CSLB license number is 1003022. Subcontractor's DIR registration number is 1000051588.

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 One Million Two Hundred Seventy-Five Thousand dollars ($1275000.00) 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.

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 Professional Liability (Errors & Omissions)*

- $1,000,000.00 per occurrence

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 (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.

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.

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 Severino
City Attorney

ATTEST:

SIGNATURE AREA

Rochelle Scott
City Clerk

UNITED PACIFIC SERVICES, INC.:

SIGNATURE AREA

Eric Franklin
Executive Vice President

ADDRESS FOR NOTICE:
UNITED PACIFIC SERVICES, INC.
5529 Leeds Street
South Gate, CA 90280-7421

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

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements
■Attached notarized bond(s), Worker's Compensation Certificate, and Guaranty

EXHIBIT A

Prevailing Wage Requirements

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.

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.

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.

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.

5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

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.

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.

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.

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.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, and all amendments thereto, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Palmdale prior to performing any work on the contract:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

United Pacific Services, Inc.
_____
Contractor

By Eric Franklin
_____
Print Name

_____
Signature

Executive Vice President
_____
Title

02/12/2026
_____
Date

Section 3700 of the State Labor Code reads as follows:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

EXHIBIT C
SCOPE OF WORK

The following are the general conditions for the work to be performed:

The CONTRACTOR shall have a minimum of 10 years' experience in the business of providing professional arboricultural services in support of municipal urban forestry programs.

The CONTRACTOR shall comply with Cal-OSHA and American National Standard, ANSI A-Z133 Safety Standard 2017 or latest edition and all other regulatory safety requirements.

The CONTRACTOR'S account manager and field supervisor shall be certified arborists with the International Society of Arboriculture. Crew foremen working in a senior tree trimmer capacity shall be a certified tree worker climber specialist with the International Society of Arboriculture.

The City of Palmdale requires CONTRACTORS to have a trained and skilled workforce, proficient in current professional arboricultural best practices. CONTRACTORS with tree workers that are certified by the International Society of Arboriculture as tree worker climber specialists and tree worker aerial lift specialists will be more competitive.

The CONTRACTOR'S personnel shall wear uniform shirts with the company name and logo printed or embroidered on them, and they shall wear reflective class III safety vests while working in city streets and right of ways.

The CONTRACTOR'S aerial lift and other tree service trucks shall be properly equipped with, but not limited to appropriate safety gear including hard hats, chaps, harnesses, climbing saddles, lanyards, heavy duty rope, first aid kit, fire extinguisher, blowers, chain saws, sharp chains, loppers, pole pruners, hand pruners, wedges, woodchipper and hand tools necessary for equipment field maintenance. All CONTRACTOR equipment must be in excellent working condition while in service to the City of Palmdale.

The CONTRACTOR shall possess and maintain all required Federal, State and local licenses and permits including a C-61 Limited Specialty classification license with D-49 Tree Service subcategory, a C-27 Landscaping Contractor license and a City of Palmdale business license.

It is understood that except as otherwise specifically stated in the contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the Arboricultural services within the specified time. Permits, insurance and licenses (including City of Palmdale business license) necessary for the execution of the work shall be secured and paid for by the Contractor.

TECHNICAL SPECIFICATIONS

The successful respondent shall provide City of Palmdale with Professional Arboricultural services in support of Urban Forestry programs in Parks and City Facility Grounds, Transit Sites, General Benefit Landscapes (including landscaped medians), the Fairway Business Park, Landscape Assessment Districts, Street Right of Ways, and Housing Authority properties.

The successful Respondent shall provide all labor and equipment to effectively accomplish the following services.

SECTION A - GENERAL EXPECTATIONS

A.01. The CONTRACTOR shall respond to e-mails or phone calls from superintendents, city arborists or appointed designees within one (1) business day. Upon receipt of written work requests from the superintendents, city arborists or appointed designees, the CONTRACTOR shall create work orders in tree inventory software and confirm work schedule within two (2) business days. All work requested shall begin within ten (10) business days of work request unless otherwise authorized by the superintendents, city arborists or appointed designees.

24-hour emergency call outs guarantee a minimum compensation of four (4) hours, require immediate crew mobilization with requested operations taking place within (4) hours of work request. CONTRACTOR'S supervisor and/or crew foreman shall meet with superintendents, city arborists or appointed designees prior to beginning work at each location to confirm the specific objectives of the City of Palmdale.

A.02. CONTRACTOR'S account manager and field supervisor shall be International Society of Arboriculture certified arborists responsible to ensure all work is performed in accordance with OSHA, CAL-OSHA, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Control Devices, 2023 or latest edition and all other applicable regulatory safety standards. Tree workers that are certified by International Society of Arboriculture as tree worker climber specialists and tree worker aerial lift specialists are preferred.

A.03. It shall be the sole responsibility of the CONTRACTOR to perform a Level 1: Limited Visual Assessment, as described in the I.S.A. Best Management Practices: Tree Risk Assessment, International Society of Arboriculture, 2023 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition, for each tree serviced during all tree maintenance operations. CONTRACTOR shall inspect the canopy, trunk, trunk flare, surface of tree root zone, and site conditions around the trees being serviced and immediately report any structural concerns, hazards, pest and/or disease presence or any other anomaly to superintendents, city arborists or appointed designees and log findings in tree detail section of city tree inventory.

A.04. CONTRACTOR'S account manager and field supervisor shall be responsible to ensure all work is performed in accordance with ANSI A300 Standards Part I Pruning 2023 or latest edition and the arboricultural objectives set forth by the superintendents, city arborists or appointed designees.

SECTION B - PRUNING OPERATIONS

B.01. Pruning operations shall adhere to the ANSI A-300 Part I Pruning 2023 or latest edition and ANSI Z133 Safety Standard 2017 or latest edition. Pruning will generally be maintenance pruning and shall adhere to the natural pruning techniques. All pruning tools must be sterilized with a solution of 10% bleach & 90% water or Lysol disinfectant spray prior to pruning each tree. The City of Palmdale shall submit detailed work requests to the CONTRACTOR outlining location, service description, tree identification numbers and projected costs. Pruning operations should remove no more living material than what is necessary to achieve the following pruning objectives,

B.02. Develop Tree Structure improving upon the natural form of each tree, promote or subordinate certain leaders, branches or stems, head back co-dominant leaders, promote or discourage growth in a particular direction, promote desirable branch spacing and canopy structure to reduce the likelihood of branch or whole tree failure.

B.03. Provide Clearance to mitigate interference with traffic signals and signs, vehicle and pedestrian traffic and line of sight, streetlights, other trees and public or private property. Trees shall be pruned to provide a minimum clearance of 17 feet above public right of ways.

B.04. Manage Tree Shape and Size through effective application of branch removal cuts, branch reduction cuts, and branch heading cuts as required to reduce the likelihood of branch or whole tree failure and achieve the city's specific pruning objectives for each tree**.**

B.05. Improve Tree Integrity by removing dead, crowded and rubbing branches, increasing sun light and wind penetration while improving upon the natural form of each tree to reduce the likelihood of branch or whole tree failure. **Lion-tailing is unacceptable**.

B.06. Protection of Public and Private Property: CONTRACTOR shall be responsible for the protection of all public and private property and improvements within and adjacent to all work areas including but not limited to: plant material, lawns, sprinkler systems, drains, fencing, block walls, brick or masonry work, sidewalks, street paving, street lights, traffic signals, utility pedestals and all other public or private improvements.

B.07. Restitution for Public or Private Property Damage: Any public or private improvements damaged by the CONTRACTOR while conducting scheduled work shall be replaced in kind at the CONTRACTOR'S expense, to the absolute satisfaction of the superintendents, city arborists, appointed designees and/or private property owner. Replacement shall take place no later than five (5) working days from the date of damage, unless otherwise authorized.

B.08. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION C - TREE REMOVAL AND STUMP GRINDING OPERATIONS

C.01. Tree removal operations shall observe ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition and all other applicable regulatory safety standards. Tree removals are intended to mitigate hazards and shall include removal of dead or dying trees, trees with pronounced canopy, trunk, or root system defects, overcrowded trees and trees whose conflict with public or private infrastructure or interest cannot be otherwise resolved. The City of Palmdale shall submit detailed work requests to the CONTRACTOR outlining location, service description, tree identification numbers and projected costs.

C.02. Method: The CONTRACTOR shall consider all tree and site conditions when formulating each tree removal plan. This includes surrounding obstacles, targets, terrain, wind direction and magnitude, structure, flaws and lean of each tree. CONTRACTOR must obtain approval from superintendents, city arborists or appointed designees in advance of any felling operations.

C.03. Protection of Public and Private Property: CONTRACTOR shall be responsible for the protection of all public and private property and improvements within and adjacent to all work areas including but not limited to: plant material, lawns, sprinkler systems, drains, fencing, block

walls, brick or masonry work, sidewalks, street paving, street lights, traffic signals, utility pedestals and all other public or private improvements.

C.04. Restitution for Public or Private Property Damage: Any public or private improvements removed or damaged by the CONTRACTOR other than those scheduled for removal shall be replaced in kind at the CONTRACTOR'S expense to the absolute satisfaction of the superintendents and/or private property owner. Replacement shall take place no later than five (5) working days from the date of damage, unless otherwise authorized.

C.05. Underground Service Alert: The CONTRACTOR is responsible for contacting Underground Service alert, securing a dig-alert ticket, and allowing the time required by law for members to respond and mark
their underground infrastructure and verifying positive electronic response prior to conducting any stump grinding operations. CONTRACTOR must analyze and respect all utility markings and grind stumps with care to avoid contact with any underground infrastructure within the stump grind zone.

C.06. Stump Grinding: All tree stumps are to be ground within five (5) working days of the tree removal unless otherwise requested or authorized by superintendents, city arborists or appointed designees. Where possible, stump grinding must strive to achieve a minimum depth of twenty-four inches (24") below grade until anchoring roots are no longer visible, to accommodate the successful planting of replacement trees. CONTRACTOR shall provide stump grinding work schedule, and report issues preventing grinding to a minimum depth of 24 inches (24") to superintendents, city arborists or appointed designees.

C.07. Wood Grindings: CONTRACTOR shall compact wood grindings flush with adjacent grade and remove all excess stump grinding material from the job site.

C.08. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION D - CLEAN UP OPERATIONS

D.01. All walkways, trails, parking lots, right of ways, or adjacent public and private property dirtied by the CONTRACTOR'S arboricultural operations shall be kept in a safe condition, mitigating any hazards and be cleaned prior to completion of work at each site Under no circumstances shall any trimmings, leaves, and/or debris remain in public right of ways and/or adjacent public or private property.

D.02. Superintendents, city arborists or appointed designees shall be the sole judge as to the adequacy of clean-up and shall have the authority to direct further clean up, within 2 hours. Any costs resulting from the use of City personnel or equipment for clean-up due to the CONTRACTOR not complying with clean-up expectations shall be deducted from the CONTRACTOR'S billing.

D.03. Disposal of green waste: All green waste produced because of the CONTRACTOR'S

operations under this agreement shall be reduced, reused, and/or recycled. Reducing shall include, but is not limited to, chipping, grinding, and/or shredding of green waste. Reusing will include, but is not limited to, using chipped, ground or shredded tree green waste as mulch. Recycling will include, but is not limited to, re-purposing wood that is too large to be chipped, ground or shredded as firewood and/or as mulch provided to Waste Management.

D.04. CONTRACTOR shall dispose of all green waste, free of charge, at the City of Palmdale Maintenance Center located at 39110 3rd Street East. Green waste shall be deposited in a designated collection area and/or as directed by the superintendents, city arborists or appointed designees.

D.05. Staging of equipment: CONTRACTOR will be authorized to stage arboricultural equipment at the City of Palmdale Maintenance Center while conducting work requested by and performed for the City of Palmdale.

D.06. CONTRACTOR shall indemnify and hold the City harmless for any equipment loss or damage experienced while the CONTRACTOR'S equipment is staged at the City of Palmdale's Maintenance Center.

D.07. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION E - TREE INVENTORY

E.01. Tree inventories serve as the foundation for developing and sustaining an effective urban forest management plan. Superintendents, city arborists or appointed designees may request the CONTRACTOR to conduct tree inventory data collection concurrently with or independent from tree maintenance and removal operations. The tree location and attribute data shall be collected using handheld computers with geographic positioning system (GPS) capabilities, logged directly into the city's tree inventory software.

E.02. Data to be collected by the CONTRACTOR while performing tree inventory operations shall include but is not limited to photo, location, unique asset number, tree species, trunk diameter at breast height, tree condition, record of service history provided under this agreement, direct maintenance costs, and available planting sites resulting from tree removals.

E.03. CONTRACTOR shall inspect the canopy, trunk, trunk flare, surface of tree root zone, and site conditions around the trees being serviced and immediately report any structural concerns, hazards, pest and/or disease presence or any other anomaly to superintendents, city arborists or appointed designees and log findings in tree detail section of city tree inventory software.

E.04. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest

edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION F - TREE RISK ASSESSMENT

F.01. It shall be the sole responsibility of the CONTRACTOR to perform a **Level 1: Limited Visual Assessment**, as described in the I.S.A. Best Management Practices: Tree Risk Assessment, International Society of Arboriculture, 2025 latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition, for each tree serviced during all tree maintenance operations. CONTRACTOR shall inspect the canopy, trunk, trunk flare, surface of tree root zone, and site conditions around the trees and immediately report any structural concerns, hazards, pest and/or disease presence or any other anomaly to superintendents, city arborists or appointed designees and log findings in tree detail section of city tree inventory software.

F.02. Superintendents, city arborists or appointed designees may request CONTRACTOR to perform a **Level 2: Basic Tree Risk Assessment** as described in the I.S.A. Best Management Practices, Tree Risk Assessment, International Society of Arboriculture 2025 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition. The methodology shall follow the I.S.A. matrix-based approach set forth in the I.S.A. Tree Risk Assessment Qualification (TRAQ) program and shall be performed by a TRAQ qualified Arborist. CONTRACTOR shall utilize and submit a completed I.S.A. Basic Tree Risk Assessment Form or city approved substitute form (Appendix D or E) for each tree being assessed.

F.03. Superintendents, city arborists or appointed designees may request CONTRACTOR to perform a **Level 3: Advanced Tree Risk Assessment** as described in the I.S.A. Best Management Practices, Tree Risk Assessment, International Society of Arboriculture 2025 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition. Level 3: Advanced Tree Risk Assessment may be requested in conjunction with or following a Level 2 Basic Tree Risk Assessment. This assessment may include climbing inspections, detailed target analysis, detailed site evaluation, health evaluation, storm or wind load analysis, measuring and assessing lean, examination of the root system using a compressed air tool and/or, ground penetrating sonar, resistance drilling using a resistograph, and/or sonic tomography of a specific section of a tree using a Picus tomograph or equivalent, to help determine the presence and level of decay.

The Level 3: Advanced Tree Risk Assessment report shall include name of the TRAQ qualified tree risk assessor, the date of the assessment, statement of the assignment scope of work, location, identification, and pictures of the tree assessed, level of inspection and details of the method, targets, occupancy rates, likelihood of impacting the target, and potential consequences of failure, site factors considered, documentation of the likelihood of failure, such as a list of tree conditions, structural defects, and response growth that were observed, risk assessment and conclusion, options and or recommendations for hazard mitigation, residual risk information, recommendations for reassessment and limitations of the assessment.

F.04. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Risk Assessment, International Society of Arboriculture 2025 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition ANSI A-300 Part I Pruning 2023or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION G – PNEUMATIC AIR EXCAVATION

G.01. Pneumatic air excavation may be required for precision and non-destructive excavation within the critical root zone (CRZ) of trees or near other sensitive underground infrastructure and shall adhere to ANSI A300 parts 6, 8, 9 and 10, 2023 or latest edition and ANSI Z133 Safety Standard. The CONTRACTOR shall utilize a supersonic air knife or approved equivalent and mobile, diesel-powered air compressor with the specified CFM and PSI rating to power the air tool, for the non-destructive loosening and removal of soil within the critical root zone for exploratory trenching, root collar inspections, root zone aeration, vertical & radial mulching. These services shall include associated cleanup and site restoration.

G.02. Safety Plan: Site specific safety considerations shall be implemented for each excavation effectively addressing pedestrian traffic control, dust control, noise mitigation, underground service alert and required PPE for all personnel.

G.03. Site Preparation: Before work begins, the CONTRACTOR shall verify that all utilities have been marked, install barricades, delineators and caution tape to secure job site, and utilize protective barriers, such as silt fences or tarps, to protect surrounding areas from excavated soil and dust.

G.04. Exploratory Trenching: The CONTRACTOR shall utilize the pneumatic air tool to carefully remove soil in designated locations to expose tree roots and/or locate utilities. The CONTRACTOR shall excavate to the depth necessary to achieve the city's specific objectives for each tree**.**

G.05. Root Collar Inspection& Root Pruning: The CONTRACTOR shall use the air tool to gently expose the basal flare and/or anchoring roots of the tree, removing soil to inspect the exposed root collar for any structural issues, removing girdling roots and other problematic roots identified during the inspection, making clean, proper cuts with sharp and sterilized hand tools. Heightened care shall be taken to maintain the structural integrity of each tree, considering the prevailing winds, and risk mitigation for pedestrians, motorists and adjacent infrastructure.

G.06. Vertical & Radial Mulching: For vertical mulching, the CONTRACTOR shall create a grid of vertical boreholes within the CRZ, a minimum of 24 inches deep and 24 inches on-center, using the pneumatic air tool. For radial mulching, the CONTRACTOR shall excavate trenches radiating out from the trunk, avoiding major structural roots larger than 2 inches in diameter where possible. The trenches shall begin outside the root flare and extend to or beyond the tree's dripline. Trenches shall be 6–12 inches wide and 8–12 inches deep arranged in a spoke-and-wheel pattern, spaced approximately 2–3 feet apart, or as directed by the Superintendents, city arborists or appointed designees.

The City shall provide amendments for the CONTRACTOR to thoroughly mix with the excavated native soil or provide imported soil and amendments for CONTRACTOR to backfill the trenches. The CONTRACTOR shall ensure the mixture is evenly distributed and voids are eliminated without compacting the soil.

G.08. Site Restoration: The CONTRACTOR shall remove all excess soil, debris, and equipment from the site, restore the grade to match adjacent areas, leaving no soil piled against the tree trunk and thoroughly drench all trenches to settle the soil and activate the amendments. Soil drenching may include incorporation of chelated products provided by the city and incorporated by the CONTRACTOR to aid in root zone recovery.

G.09. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Risk Assessment, International Society of Arboriculture 2025 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition ANSI A-300 Part I Pruning 2023or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION H - TRAFFIC CONTROL OPERATIONS

H.1. Traffic Control: CONTRACTOR shall be responsible for all work zone safety delineation required at each work site including design and implementation of all temporary work zone traffic control per the *Manual on Uniform Traffic Control Devices*, 2023 or latest edition. CONTRACTOR shall supply all labor and equipment required for proper implementation of temporary work zone traffic control and shall utilize high visibility arrow/message boards while working on all major arterial streets.

H.2. Traffic Control Encroachment Permit
Contractor shall submit an application to obtain an Encroachment Permit from the City. ***Applicant shall submit, for City review, an engineered traffic control plan when the proposed construction work involves any of the following conditions: (1) Moving traffic over the street centerline; (2) Reducing the number of travel lanes by more than one lane; (3) Any road closure (one or two-way); and/or (4) Any work performed within 250 feet of a traffic signal***. All traffic control devices and layouts shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices.

In addition, at the discretion of the Deputy Director of Public Works/City Engineer, an engineered traffic control plan may be required for other work impacting the public right-of-way. The applicant is solely responsible for the traffic control design and implementation. Furthermore, the applicant is responsible for maintaining the approved traffic control plan for the construction zone on a 24-hours basis. The traffic control plan shall remain in place until work is completed. Any street closure will require the approval of the Deputy Director of Public Works/City Engineer.

H.3. Traffic Control Conditions: Emergency vehicle access shall always be maintained. Access to private property shall always be maintained, unless otherwise authorized by the City of Palmdale. All traffic signs, traffic control devices and traffic control procedures shall conform to the Manual on Uniform Traffic Control Devices, 2023 or latest edition.

H.4. Superintendents, city arborists or appointed designees **MAY** assign city staff and resources to assist with traffic control operations if the work of the CONTRACTOR reduces the number of traffic lanes in major arterial streets. The requirements as outlined above do not constitute the issuance of an encroachment permit. Questions related to applying for an encroachment permit can be directed to the Engineering Division at (661) 267-5272. Any further traffic questions may be directed to city traffic engineer.

H.5. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest

edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION I – COMPLIANCE-BASED PUNITIVE PENALTIES AND LIQUIDATED DAMAGES

APPLICABLE SECTIONS:

Section A. General Expectations
Section B. Pruning Operations
Section C. Tree Removal and Stump Grinding Operations
Section D. Clean Up Operations
Section E. Tree Inventory
Section F. Tree Risk Assessment
Section G. Pneumatic Air Excavation
Section H. Traffic Control Operations

I.1. Punitive Penalty: Superintendents, city arborists or appointed designees will notify the CONTRACTOR both verbally and in writing each time the CONTRACTOR'S performance is unsatisfactory and can suspend CONTRACTOR'S operations at any time. CONTRACTOR will have five (5) working days to correct deficient work. Any deficient work not corrected within five (5) working days or deemed beyond correction shall result in withholding of the associated payment and punitive damage penalty of **$500 per violation**. Significant violations may result in a penalty equal to the appraised value of damaged tree/s.

I.2. Liquidated Damages: It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of a delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond the timeline set forth in Sections A - H damage will be sustained by the City and that it is or will be impractical to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of twenty-five hundred dollars **($2,500)** for each working day delay in completing the schedule set by the Contractor, as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means.
The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City's representative in writing of the causes of delay within one (1) business day from the beginning of any such delay.

The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

I.3. Force Majeure
The time period(s) specified for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of

the public enemy, unusually severe weather (to be determined by City staff), fires, earthquakes, floods, epidemics, quarantine restrictions, riots strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor will within ten (10) days of the commencement of such delay notify the City in writing of the causes of the delay.

The City will ascertain the facts and the extent of the delay and extend the time for performing the services for the period of the enforced delay when and if the judgment of the superintendent, or designee, the delay is justified. The superintendent or his designee's, decision shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however, caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

EXHIBIT D
FEE SCHEDULE

A.	TREE PRUNING SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Maintenance Prune 1" - 12" DBH	per tree	95.00	105.00	125.00	135.00	145.00
2	Maintenance Prune 13" - 24" DBH	per tree	170.00	180.00	190.00	200.00	210.00
3	Maintenance Prune 25"+ DBH	per tree	210.00	220.00	230.00	240.00	250.00
4	Maintenance Prune with Crown Reduction 1" - 12" DBH	per tree	120.00	130.00	140.00	150.00	160.00
5	Maintenance Prune with Crown Reduction 13" - 24" DBH	per tree	325.00	335.00	345.00	355.00	365.00
6	Maintenance Prune with Crown Reduction 25"+ DBH	per tree	425.00	435.00	445.00	455.00	465.00
7	Palm Tree Prune 1" - 30" DBH	per palm	95.00	97.50	100.00	102.50	105.00
8	Palm Tree Prune 31" - 55" DBH	per palm	95.00	97.50	100.00	102.50	105.00
9	Palm Tree Prune 56"+ DBH	per palm	95.00	97.50	100.00	102.50	105.00

B.	TREE REMOVAL & STUMP GRINDING SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Tree Removal 1" - 12" DBH	per tree	265.00	275.00	285.00	295.00	305.00
2	Tree Removal 13" - 24" DBH	per tree	535.00	545.00	555.00	565.00	575.00
3	Tree Removal 25"+ DBH	per tree	1,110.00	1,120.00	1,130.00	1,140.00	1,150.00
4	Stump Grinding 1" - 12"	per stump	150.00	160.00	170.00	180.00	190.00
5	Stump Grinding 13" - 24"	per stump	285.00	295.00	305.00	315.00	325.00
6	Stump Grinding 25"+	per stump	385.00	395.00	405.00	415.00	425.00

C.	INVENTORY DATA COLLECTION SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Tree Inventory Data Collection	per tree	4.00	4.00	4.00	4.00	4.00
2	Tree Inventory Data Collection	per hour	85.00	90.00	95.00	105.00	110.00

D.	PNEUMATIC AIR EXCAVATION SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Pneumatic Air Excavation 1"- 12" DBH	per tree	150.00	155.00	160.00	165.00	170.00
2	Pneumatic Air Excavation 13" - 25" DBH	per tree	300.00	305.00	315.00	320.00	325.00
3	Pneumatic Air Excavation 25" + DBH	per tree	450.00	455.00	450.00	455.00	450.00

E.	TREE RISK ASSESSMENTS SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Level 2: Basic Tree Hazard Risk Assessment	per tree	195.00	200.00	205.00	210.00	215.00
2	Level 3: Advanced Tree Risk Assessment *Decay Detection Climbing Inspection w/ Resistograph Resistance Drilling*	per hour	210.00	215.00	220.00	225.00	230.00
3	Level 3: Advanced Tree Risk Assessment *Decay Detection w/ 2 Trunk Sonic Tomography Scans*	per hour	210.00	215.00	220.00	225.00	230.00
4	Level 3: Advanced Tree Risk Assessment *Air Spade Root Inspection and Evaluation*	per hour	210.00	215.00	220.00	225.00	230.00

EXHIBIT D
FEE SCHEDULE

F.	EMERGENCY RESPONSE[+] & LABOR RATES	U/M	YEAR 1: 2026	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^*
1	Emergency call out: Weekdays 7:00 a.m. to 5:00 p.m. (Operating Hours)	per hour	330.00	335.00	340.00	345.00	350.00
2	Emergency call out: Weekdays 5:00 p.m. to 7:00 a.m. (After-Hours)	per hour	435.00	440.00	445.00	450.00	455.00
3	Emergency call out: Weekends Anytime	per hour	465.00	470.00	475.00	480.00	485.00
4	Emergency call out: Holidays Anytime	per hour	555.00	560.00	565.00	570.00	575.00
5	Senior Tree Trimmer	per hour	115.00	120.00	125.00	130.00	135.00
6	Tree Trimmer	per hour	105.00	110.00	115.00	120.00	125.00
7	Ground Man	per hour	95.00	100.00	105.00	110.00	115.00
8	I.S.A. TRAQ Qualified Certified Arborist	per hour	210.00	215.00	220.00	225.00	230.00

[+] *Emergency Response includes 1 Aerial Lift Forestry Truck w/ Chipper and 3-Man Crew (4-hour minimum)*

^ *Option to extend year(s)*

* *Year 5 pricing will extend into Year 6 for the number of months needed to complete a full 12-month period.*

AGREEMENT NO. A-9712
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND WEST COAST ARBORISTS, 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 WEST COAST ARBORISTS, 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:

Professional arboricultural services in support of the Public Works Department and Housing Authority as more specifically set forth in Exhibit "C" Scope of Services and Technical Specifications attached hereto and made part herein by reference.

Locations include Parks, Facility Grounds, Transit Sites, General Benefit Landscapes (including landscaped medians), Landscape Assessment Districts, and street right of ways, as well as select services and/or ornamental abatement for the Housing Division, Housing Authority, private property and vacant parcels or lots.

Services include as-requested tree pruning; tree removals; stump grinding; pneumatic air excavation with supersonic air knife or equivalent for exploratory trenches, root collar inspections, vertical mulching, and critical root zone inspections for root pruning; tree inventory data collection; required work zone temporary traffic control; and tree hazard risk assessment.

Payroll Records

CITY may request certified payroll records (CPRs) from CONTRACTOR at any time.CONTRACTOR shall submit any and all CPRs within seventy-two (72) hours of theCITY request.

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-27 Landscaping, C-31 Construction Zone Traffic Control, and C-49 Tree and Palm 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 366764. CONTRACTOR's DIR registration number is 1000000956. CONTRACTOR's Business License number is _____. 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.

2.10 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.

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:

Key Personnel
Regional Manager/Vice President
Area Manager
Area Supervisor

Support Staff
GIS Manager
Plant Health Care Manager
Customer Service Representative

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 One Million Two Hundred Seventy-Five Thousand dollars ($1275000.00) 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.

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 Professional Liability (Errors & Omissions)*

- $1,000,000.00 per occurrence

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 (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.

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.

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 Severino
City Attorney

ATTEST:

SIGNATURE AREA

Rochelle Scott
City Clerk

WEST COAST ARBORISTS, INC.:

SIGNATURE AREA

Patrick Mahoney
President

ADDRESS FOR NOTICE:
WEST COAST ARBORISTS, INC.
23244 Sierra Hwy
Santa Clarita, CA 91321

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

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached Agreement Checklist and met all requirements
■Attached notarized bond(s), Worker's Compensation Certificate, and Guaranty

EXHIBIT A

Prevailing Wage Requirements

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.

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.

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.

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.

5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

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.

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.

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.

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.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, and all amendments thereto, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Palmdale prior to performing any work on the contract:

> "I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

West Coast Arborists, Inc.
Contractor

By Patrick Mahoney
Print Name

Signature

President
Title

02/11/26
Date

Section 3700 of the State Labor Code reads as follows:

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

EXHIBIT C
SCOPE OF WORK

The following are the general conditions for the work to be performed:

The CONTRACTOR shall have a minimum of 10 years' experience in the business of providing professional arboricultural services in support of municipal urban forestry programs.

The CONTRACTOR shall comply with Cal-OSHA and American National Standard, ANSI A-Z133 Safety Standard 2017 or latest edition and all other regulatory safety requirements.

The CONTRACTOR'S account manager and field supervisor shall be certified arborists with the International Society of Arboriculture. Crew foremen working in a senior tree trimmer capacity shall be a certified tree worker climber specialist with the International Society of Arboriculture.

The City of Palmdale requires CONTRACTORS to have a trained and skilled workforce, proficient in current professional arboricultural best practices. CONTRACTORS with tree workers that are certified by the International Society of Arboriculture as tree worker climber specialists and tree worker aerial lift specialists will be more competitive.

The CONTRACTOR'S personnel shall wear uniform shirts with the company name and logo printed or embroidered on them, and they shall wear reflective class III safety vests while working in city streets and right of ways.

The CONTRACTOR'S aerial lift and other tree service trucks shall be properly equipped with, but not limited to appropriate safety gear including hard hats, chaps, harnesses, climbing saddles, lanyards, heavy duty rope, first aid kit, fire extinguisher, blowers, chain saws, sharp chains, loppers, pole pruners, hand pruners, wedges, woodchipper and hand tools necessary for equipment field maintenance. All CONTRACTOR equipment must be in excellent working condition while in service to the City of Palmdale.

The CONTRACTOR shall possess and maintain all required Federal, State and local licenses and permits including a C-61 Limited Specialty classification license with D-49 Tree Service subcategory, a C-27 Landscaping Contractor license and a City of Palmdale business license.

It is understood that except as otherwise specifically stated in the contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the Arboricultural services within the specified time. Permits, insurance and licenses (including City of Palmdale business license) necessary for the execution of the work shall be secured and paid for by the Contractor.

TECHNICAL SPECIFICATIONS

The successful respondent shall provide City of Palmdale with Professional Arboricultural services in support of Urban Forestry programs in Parks and City Facility Grounds, Transit Sites, General Benefit Landscapes (including landscaped medians), the Fairway Business Park, Landscape Assessment Districts, Street Right of Ways, and Housing Authority properties.

The successful Respondent shall provide all labor and equipment to effectively accomplish the following services.

SECTION A - GENERAL EXPECTATIONS

A.01. The CONTRACTOR shall respond to e-mails or phone calls from superintendents, city arborists or appointed designees within one (1) business day. Upon receipt of written work requests from the superintendents, city arborists or appointed designees, the CONTRACTOR shall create work orders in tree inventory software and confirm work schedule within two (2) business days. All work requested shall begin within ten (10) business days of work request unless otherwise authorized by the superintendents, city arborists or appointed designees.

24-hour emergency call outs guarantee a minimum compensation of four (4) hours, require immediate crew mobilization with requested operations taking place within (4) hours of work request. CONTRACTOR'S supervisor and/or crew foreman shall meet with superintendents, city arborists or appointed designees prior to beginning work at each location to confirm the specific objectives of the City of Palmdale.

A.02. CONTRACTOR'S account manager and field supervisor shall be International Society of Arboriculture certified arborists responsible to ensure all work is performed in accordance with OSHA, CAL-OSHA, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Control Devices, 2023 or latest edition and all other applicable regulatory safety standards. Tree workers that are certified by International Society of Arboriculture as tree worker climber specialists and tree worker aerial lift specialists are preferred.

A.03. It shall be the sole responsibility of the CONTRACTOR to perform a Level 1: Limited Visual Assessment, as described in the I.S.A. Best Management Practices: Tree Risk Assessment, International Society of Arboriculture, 2023 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition, for each tree serviced during all tree maintenance operations. CONTRACTOR shall inspect the canopy, trunk, trunk flare, surface of tree root zone, and site conditions around the trees being serviced and immediately report any structural concerns, hazards, pest and/or disease presence or any other anomaly to superintendents, city arborists or appointed designees and log findings in tree detail section of city tree inventory.

A.04. CONTRACTOR'S account manager and field supervisor shall be responsible to ensure all work is performed in accordance with ANSI A300 Standards Part I Pruning 2023 or latest edition and the arboricultural objectives set forth by the superintendents, city arborists or appointed designees.

SECTION B - PRUNING OPERATIONS

B.01. Pruning operations shall adhere to the ANSI A-300 Part I Pruning 2023 or latest edition and ANSI Z133 Safety Standard 2017 or latest edition. Pruning will generally be maintenance pruning and shall adhere to the natural pruning techniques. All pruning tools must be sterilized with a solution of 10% bleach & 90% water or Lysol disinfectant spray prior to pruning each tree. The City of Palmdale shall submit detailed work requests to the CONTRACTOR outlining location, service description, tree identification numbers and projected costs. Pruning operations should remove no more living material than what is necessary to achieve the following pruning objectives,

B.02. Develop Tree Structure improving upon the natural form of each tree, promote or subordinate certain leaders, branches or stems, head back co-dominant leaders, promote or discourage growth in a particular direction, promote desirable branch spacing and canopy structure to reduce the likelihood of branch or whole tree failure.

B.03. Provide Clearance to mitigate interference with traffic signals and signs, vehicle and pedestrian traffic and line of sight, streetlights, other trees and public or private property. Trees shall be pruned to provide a minimum clearance of 17 feet above public right of ways.

B.04. Manage Tree Shape and Size through effective application of branch removal cuts, branch reduction cuts, and branch heading cuts as required to reduce the likelihood of branch or whole tree failure and achieve the city's specific pruning objectives for each tree**.**

B.05. Improve Tree Integrity by removing dead, crowded and rubbing branches, increasing sun light and wind penetration while improving upon the natural form of each tree to reduce the likelihood of branch or whole tree failure. **Lion-tailing is unacceptable**.

B.06. Protection of Public and Private Property: CONTRACTOR shall be responsible for the protection of all public and private property and improvements within and adjacent to all work areas including but not limited to: plant material, lawns, sprinkler systems, drains, fencing, block walls, brick or masonry work, sidewalks, street paving, street lights, traffic signals, utility pedestals and all other public or private improvements.

B.07. Restitution for Public or Private Property Damage: Any public or private improvements damaged by the CONTRACTOR while conducting scheduled work shall be replaced in kind at the CONTRACTOR'S expense, to the absolute satisfaction of the superintendents, city arborists, appointed designees and/or private property owner. Replacement shall take place no later than five (5) working days from the date of damage, unless otherwise authorized.

B.08. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION C - TREE REMOVAL AND STUMP GRINDING OPERATIONS

C.01. Tree removal operations shall observe ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition and all other applicable regulatory safety standards. Tree removals are intended to mitigate hazards and shall include removal of dead or dying trees, trees with pronounced canopy, trunk, or root system defects, overcrowded trees and trees whose conflict with public or private infrastructure or interest cannot be otherwise resolved. The City of Palmdale shall submit detailed work requests to the CONTRACTOR outlining location, service description, tree identification numbers and projected costs.

C.02. Method: The CONTRACTOR shall consider all tree and site conditions when formulating each tree removal plan. This includes surrounding obstacles, targets, terrain, wind direction and magnitude, structure, flaws and lean of each tree. CONTRACTOR must obtain approval from superintendents, city arborists or appointed designees in advance of any felling operations.

C.03. Protection of Public and Private Property: CONTRACTOR shall be responsible for the protection of all public and private property and improvements within and adjacent to all work areas including but not limited to: plant material, lawns, sprinkler systems, drains, fencing, block

walls, brick or masonry work, sidewalks, street paving, street lights, traffic signals, utility pedestals and all other public or private improvements.

C.04. Restitution for Public or Private Property Damage: Any public or private improvements removed or damaged by the CONTRACTOR other than those scheduled for removal shall be replaced in kind at the CONTRACTOR'S expense to the absolute satisfaction of the superintendents and/or private property owner. Replacement shall take place no later than five (5) working days from the date of damage, unless otherwise authorized.

C.05. Underground Service Alert: The CONTRACTOR is responsible for contacting Underground Service alert, securing a dig-alert ticket, and allowing the time required by law for members to respond and mark
their underground infrastructure and verifying positive electronic response prior to conducting any stump grinding operations. CONTRACTOR must analyze and respect all utility markings and grind stumps with care to avoid contact with any underground infrastructure within the stump grind zone.

C.06. Stump Grinding: All tree stumps are to be ground within five (5) working days of the tree removal unless otherwise requested or authorized by superintendents, city arborists or appointed designees. Where possible, stump grinding must strive to achieve a minimum depth of twenty-four inches (24") below grade until anchoring roots are no longer visible, to accommodate the successful planting of replacement trees. CONTRACTOR shall provide stump grinding work schedule, and report issues preventing grinding to a minimum depth of 24 inches (24") to superintendents, city arborists or appointed designees.

C.07. Wood Grindings: CONTRACTOR shall compact wood grindings flush with adjacent grade and remove all excess stump grinding material from the job site.

C.08. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION D - CLEAN UP OPERATIONS

D.01. All walkways, trails, parking lots, right of ways, or adjacent public and private property dirtied by the CONTRACTOR'S arboricultural operations shall be kept in a safe condition, mitigating any hazards and be cleaned prior to completion of work at each site Under no circumstances shall any trimmings, leaves, and/or debris remain in public right of ways and/or adjacent public or private property.

D.02. Superintendents, city arborists or appointed designees shall be the sole judge as to the adequacy of clean-up and shall have the authority to direct further clean up, within 2 hours. Any costs resulting from the use of City personnel or equipment for clean-up due to the CONTRACTOR not complying with clean-up expectations shall be deducted from the CONTRACTOR'S billing.

D.03. Disposal of green waste: All green waste produced because of the CONTRACTOR'S

operations under this agreement shall be reduced, reused, and/or recycled. Reducing shall include, but is not limited to, chipping, grinding, and/or shredding of green waste. Reusing will include, but is not limited to, using chipped, ground or shredded tree green waste as mulch. Recycling will include, but is not limited to, re-purposing wood that is too large to be chipped, ground or shredded as firewood and/or as mulch provided to Waste Management.

D.04. CONTRACTOR shall dispose of all green waste, free of charge, at the City of Palmdale Maintenance Center located at 39110 3rd Street East. Green waste shall be deposited in a designated collection area and/or as directed by the superintendents, city arborists or appointed designees.

D.05. Staging of equipment: CONTRACTOR will be authorized to stage arboricultural equipment at the City of Palmdale Maintenance Center while conducting work requested by and performed for the City of Palmdale.

D.06. CONTRACTOR shall indemnify and hold the City harmless for any equipment loss or damage experienced while the CONTRACTOR'S equipment is staged at the City of Palmdale's Maintenance Center.

D.07. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION E - TREE INVENTORY

E.01. Tree inventories serve as the foundation for developing and sustaining an effective urban forest management plan. Superintendents, city arborists or appointed designees may request the CONTRACTOR to conduct tree inventory data collection concurrently with or independent from tree maintenance and removal operations. The tree location and attribute data shall be collected using handheld computers with geographic positioning system (GPS) capabilities, logged directly into the city's tree inventory software.

E.02. Data to be collected by the CONTRACTOR while performing tree inventory operations shall include but is not limited to photo, location, unique asset number, tree species, trunk diameter at breast height, tree condition, record of service history provided under this agreement, direct maintenance costs, and available planting sites resulting from tree removals.

E.03. CONTRACTOR shall inspect the canopy, trunk, trunk flare, surface of tree root zone, and site conditions around the trees being serviced and immediately report any structural concerns, hazards, pest and/or disease presence or any other anomaly to superintendents, city arborists or appointed designees and log findings in tree detail section of city tree inventory software.

E.04. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest

edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION F - TREE RISK ASSESSMENT

F.01. It shall be the sole responsibility of the CONTRACTOR to perform a **Level 1: Limited Visual Assessment**, as described in the I.S.A. Best Management Practices: Tree Risk Assessment, International Society of Arboriculture, 2025 latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition, for each tree serviced during all tree maintenance operations. CONTRACTOR shall inspect the canopy, trunk, trunk flare, surface of tree root zone, and site conditions around the trees and immediately report any structural concerns, hazards, pest and/or disease presence or any other anomaly to superintendents, city arborists or appointed designees and log findings in tree detail section of city tree inventory software.

F.02. Superintendents, city arborists or appointed designees may request CONTRACTOR to perform a **Level 2: Basic Tree Risk Assessment** as described in the I.S.A. Best Management Practices, Tree Risk Assessment, International Society of Arboriculture 2025 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition. The methodology shall follow the I.S.A. matrix-based approach set forth in the I.S.A. Tree Risk Assessment Qualification (TRAQ) program and shall be performed by a TRAQ qualified Arborist. CONTRACTOR shall utilize and submit a completed I.S.A. Basic Tree Risk Assessment Form or city approved substitute form (Appendix D or E) for each tree being assessed.

F.03. Superintendents, city arborists or appointed designees may request CONTRACTOR to perform a **Level 3: Advanced Tree Risk Assessment** as described in the I.S.A. Best Management Practices, Tree Risk Assessment, International Society of Arboriculture 2025 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition. Level 3: Advanced Tree Risk Assessment may be requested in conjunction with or following a Level 2 Basic Tree Risk Assessment. This assessment may include climbing inspections, detailed target analysis, detailed site evaluation, health evaluation, storm or wind load analysis, measuring and assessing lean, examination of the root system using a compressed air tool and/or, ground penetrating sonar, resistance drilling using a resistograph, and/or sonic tomography of a specific section of a tree using a Picus tomograph or equivalent, to help determine the presence and level of decay.

The Level 3: Advanced Tree Risk Assessment report shall include name of the TRAQ qualified tree risk assessor, the date of the assessment, statement of the assignment scope of work, location, identification, and pictures of the tree assessed, level of inspection and details of the method, targets, occupancy rates, likelihood of impacting the target, and potential consequences of failure, site factors considered, documentation of the likelihood of failure, such as a list of tree conditions, structural defects, and response growth that were observed, risk assessment and conclusion, options and or recommendations for hazard mitigation, residual risk information, recommendations for reassessment and limitations of the assessment.

F.04. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Risk Assessment, International Society of Arboriculture 2025 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition ANSI A-300 Part I Pruning 2023or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION G – PNEUMATIC AIR EXCAVATION

G.01. Pneumatic air excavation may be required for precision and non-destructive excavation within the critical root zone (CRZ) of trees or near other sensitive underground infrastructure and shall adhere to ANSI A300 parts 6, 8, 9 and 10, 2023 or latest edition and ANSI Z133 Safety Standard. The CONTRACTOR shall utilize a supersonic air knife or approved equivalent and mobile, diesel-powered air compressor with the specified CFM and PSI rating to power the air tool, for the non-destructive loosening and removal of soil within the critical root zone for exploratory trenching, root collar inspections, root zone aeration, vertical & radial mulching. These services shall include associated cleanup and site restoration.

G.02. Safety Plan: Site specific safety considerations shall be implemented for each excavation effectively addressing pedestrian traffic control, dust control, noise mitigation, underground service alert and required PPE for all personnel.

G.03. Site Preparation: Before work begins, the CONTRACTOR shall verify that all utilities have been marked, install barricades, delineators and caution tape to secure job site, and utilize protective barriers, such as silt fences or tarps, to protect surrounding areas from excavated soil and dust.

G.04. Exploratory Trenching: The CONTRACTOR shall utilize the pneumatic air tool to carefully remove soil in designated locations to expose tree roots and/or locate utilities. The CONTRACTOR shall excavate to the depth necessary to achieve the city's specific objectives for each tree**.**

G.05. Root Collar Inspection& Root Pruning: The CONTRACTOR shall use the air tool to gently expose the basal flare and/or anchoring roots of the tree, removing soil to inspect the exposed root collar for any structural issues, removing girdling roots and other problematic roots identified during the inspection, making clean, proper cuts with sharp and sterilized hand tools. Heightened care shall be taken to maintain the structural integrity of each tree, considering the prevailing winds, and risk mitigation for pedestrians, motorists and adjacent infrastructure.

G.06. Vertical & Radial Mulching: For vertical mulching, the CONTRACTOR shall create a grid of vertical boreholes within the CRZ, a minimum of 24 inches deep and 24 inches on-center, using the pneumatic air tool. For radial mulching, the CONTRACTOR shall excavate trenches radiating out from the trunk, avoiding major structural roots larger than 2 inches in diameter where possible. The trenches shall begin outside the root flare and extend to or beyond the tree's dripline. Trenches shall be 6–12 inches wide and 8–12 inches deep arranged in a spoke-and-wheel pattern, spaced approximately 2–3 feet apart, or as directed by the Superintendents, city arborists or appointed designees.

The City shall provide amendments for the CONTRACTOR to thoroughly mix with the excavated native soil or provide imported soil and amendments for CONTRACTOR to backfill the trenches. The CONTRACTOR shall ensure the mixture is evenly distributed and voids are eliminated without compacting the soil.

G.08. Site Restoration: The CONTRACTOR shall remove all excess soil, debris, and equipment from the site, restore the grade to match adjacent areas, leaving no soil piled against the tree trunk and thoroughly drench all trenches to settle the soil and activate the amendments. Soil drenching may include incorporation of chelated products provided by the city and incorporated by the CONTRACTOR to aid in root zone recovery.

G.09. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Risk Assessment, International Society of Arboriculture 2025 or latest edition & ANSI A300 Part 9 Tree Risk Assessment 2023 or latest edition ANSI A-300 Part I Pruning 2023or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION H - TRAFFIC CONTROL OPERATIONS

H.1. Traffic Control: CONTRACTOR shall be responsible for all work zone safety delineation required at each work site including design and implementation of all temporary work zone traffic control per the *Manual on Uniform Traffic Control Devices*, 2023 or latest edition. CONTRACTOR shall supply all labor and equipment required for proper implementation of temporary work zone traffic control and shall utilize high visibility arrow/message boards while working on all major arterial streets.

H.2. Traffic Control Encroachment Permit
Contractor shall submit an application to obtain an Encroachment Permit from the City. ***Applicant shall submit, for City review, an engineered traffic control plan when the proposed construction work involves any of the following conditions: (1) Moving traffic over the street centerline; (2) Reducing the number of travel lanes by more than one lane; (3) Any road closure (one or two-way); and/or (4) Any work performed within 250 feet of a traffic signal***. All traffic control devices and layouts shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices.

In addition, at the discretion of the Deputy Director of Public Works/City Engineer, an engineered traffic control plan may be required for other work impacting the public right-of-way. The applicant is solely responsible for the traffic control design and implementation. Furthermore, the applicant is responsible for maintaining the approved traffic control plan for the construction zone on a 24-hours basis. The traffic control plan shall remain in place until work is completed. Any street closure will require the approval of the Deputy Director of Public Works/City Engineer.

H.3. Traffic Control Conditions: Emergency vehicle access shall always be maintained. Access to private property shall always be maintained, unless otherwise authorized by the City of Palmdale. All traffic signs, traffic control devices and traffic control procedures shall conform to the Manual on Uniform Traffic Control Devices, 2023 or latest edition.

H.4. Superintendents, city arborists or appointed designees **MAY** assign city staff and resources to assist with traffic control operations if the work of the CONTRACTOR reduces the number of traffic lanes in major arterial streets. The requirements as outlined above do not constitute the issuance of an encroachment permit. Questions related to applying for an encroachment permit can be directed to the Engineering Division at (661) 267-5272. Any further traffic questions may be directed to city traffic engineer.

H.5. Compliance: Superintendents, city arborists or appointed designees shall have the right to withhold payment and leverage punitive penalties and/or liquidated damages for any work not complying with I.S.A. Best Management Practices, Tree Pruning, International Society of Arboriculture 2019 or latest edition ANSI A-300 Part I Pruning 2023 or latest edition, ANSI Z133 Safety Standard 2017 or latest edition, the Manual on Uniform Traffic Devices 2023 or latest

edition, the City of Palmdale's arboricultural objectives and any other applicable industry standards and regulatory requirements.

SECTION I – COMPLIANCE-BASED PUNITIVE PENALTIES AND LIQUIDATED DAMAGES

APPLICABLE SECTIONS:

Section A. General Expectations
Section B. Pruning Operations
Section C. Tree Removal and Stump Grinding Operations
Section D. Clean Up Operations
Section E. Tree Inventory
Section F. Tree Risk Assessment
Section G. Pneumatic Air Excavation
Section H. Traffic Control Operations

I.1. Punitive Penalty: Superintendents, city arborists or appointed designees will notify the CONTRACTOR both verbally and in writing each time the CONTRACTOR'S performance is unsatisfactory and can suspend CONTRACTOR'S operations at any time. CONTRACTOR will have five (5) working days to correct deficient work. Any deficient work not corrected within five (5) working days or deemed beyond correction shall result in withholding of the associated payment and punitive damage penalty of **$500 per violation**. Significant violations may result in a penalty equal to the appraised value of damaged tree/s.

I.2. Liquidated Damages: It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of a delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond the timeline set forth in Sections A - H damage will be sustained by the City and that it is or will be impractical to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of twenty-five hundred dollars **($2,500)** for each working day delay in completing the schedule set by the Contractor, as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means.
The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City's representative in writing of the causes of delay within one (1) business day from the beginning of any such delay.

The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

I.3. Force Majeure
The time period(s) specified for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of

the public enemy, unusually severe weather (to be determined by City staff), fires, earthquakes, floods, epidemics, quarantine restrictions, riots strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor will within ten (10) days of the commencement of such delay notify the City in writing of the causes of the delay.

The City will ascertain the facts and the extent of the delay and extend the time for performing the services for the period of the enforced delay when and if the judgment of the superintendent, or designee, the delay is justified. The superintendent or his designee's, decision shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however, caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

EXHIBIT D
FEE SCHEDULE

A.	TREE PRUNING SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Maintenance Prune 1" - 12" DBH	per tree	125.00	129.00	133.00	137.00	141.00
2	Maintenance Prune 13" - 24" DBH	per tree	195.00	201.00	207.00	213.00	219.00
3	Maintenance Prune 25"+ DBH	per tree	250.00	258.00	265.00	273.00	281.00
4	Maintenance Prune with Crown Reduction 1" - 12" DBH	per tree	175.00	180.00	185.00	191.00	196.00
5	Maintenance Prune with Crown Reduction 13" - 24" DBH	per tree	300.00	309.00	318.00	328.00	338.00
6	Maintenance Prune with Crown Reduction 25"+ DBH	per tree	500.00	515.00	530.00	546.00	562.00
7	Palm Tree Prune 1" - 30" DBH	per palm	145.00	149.00	154.00	159.00	163.00
8	Palm Tree Prune 31" - 55" DBH	per palm	145.00	149.00	154.00	159.00	163.00
9	Palm Tree Prune 56"+ DBH	per palm	145.00	149.00	154.00	159.00	163.00

B.	TREE REMOVAL & STUMP GRINDING SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Tree Removal 1" - 12" DBH	per tree	300.00	309.00	318.00	328.00	338.00
2	Tree Removal 13" - 24" DBH	per tree	750.00	773.00	796.00	820.00	845.00
3	Tree Removal 25"+ DBH	per tree	1500.00	1545.00	1591.00	1639.00	1688.00
4	Stump Grinding 1" - 12"	per stump	150.00	155.00	159.00	164.00	169.00
5	Stump Grinding 13" - 24"	per stump	250.00	258.00	265.00	273.00	281.00
6	Stump Grinding 25"+	per stump	350.00	361.00	371.00	383.00	394.00

C.	INVENTORY DATA COLLECTION SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Tree Inventory Data Collection	per tree	7.00	7.50	8.00	8.50	9.00
2	Tree Inventory Data Collection	per hour	110.00	113.00	116.00	119.00	123.00

D.	PNEUMATIC AIR EXCAVATION SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Pneumatic Air Excavation 1"- 12" DBH	per tree	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
2	Pneumatic Air Excavation 13" - 25" DBH	per tree	1,700.00	1,700.00	1,700.00	1,700.00	1,700.00
3	Pneumatic Air Excavation 25" + DBH	per tree	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00

E.	TREE RISK ASSESSMENTS SERVICES	U/M	YEAR 1: 2026*	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^
1	Level 2: Basic Tree Hazard Risk Assessment	per tree	280.00	288.00	296.00	306.00	314.00
2	Level 3: Advanced Tree Risk Assessment *Decay Detection Climbing Inspection w/ Resistograph Resistance Drilling*	per hour	280.00	288.00	296.00	306.00	314.00
3	Level 3: Advanced Tree Risk Assessment *Decay Detection w/ 2 Trunk Sonic Tomography Scans*	per hour	280.00	288.00	296.00	306.00	314.00
4	Level 3: Advanced Tree Risk Assessment *Air Spade Root Inspection and Evaluation*	per hour	280.00	288.00	296.00	306.00	314.00

EXHIBIT D
FEE SCHEDULE

F.	EMERGENCY RESPONSE[+] & LABOR RATES	U/M	YEAR 1: 2026	YEAR 2: 2027	YEAR 3: 2028	YEAR 4: 2029^	YEAR 5: 2030^*
1	Emergency call out: Weekdays 7:00 a.m. to 5:00 p.m. (Operating Hours)	per hour	450.00	464.00	477.00	492.00	507.00
2	Emergency call out: Weekdays 5:00 p.m. to 7:00 a.m. (After-Hours)	per hour	450.00	464.00	477.00	492.00	507.00
3	Emergency call out: Weekends Anytime	per hour	450.00	464.00	477.00	492.00	507.00
4	Emergency call out: Holidays Anytime	per hour	450.00	464.00	477.00	492.00	507.00
5	Senior Tree Trimmer	per hour	110.00	113.00	116.00	119.00	123.00
6	Tree Trimmer	per hour	110.00	113.00	116.00	119.00	123.00
7	Ground Man	per hour	110.00	113.00	116.00	119.00	123.00
8	I.S.A. TRAQ Qualified Certified Arborist	per hour	180.00	185.00	191.00	197.00	203.00

[+] *Emergency Response includes 1 Aerial Lift Forestry Truck w/ Chipper and 3-Man Crew (4-hour minimum)*

^ *Option to extend year(s)*

* *Year 5 pricing will extend into Year 6 for the number of months needed to complete a full 12-month period.*

City Council Staff Report

DATE: **MARCH 3, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE FIRST AMENDMENT TO AGREEMENT WITH PSOMAS FOR DESIGN SERVICES FOR PN 906, AVENUE T STREET IMPROVEMENT PROJECT, INCREASING THE AGREEMENT AMOUNT BY $147,810 FOR A TOTAL NOT TO EXCEED AMOUNT OF $948,951 FOR A TERM OF EIGHTEEN MONTHS**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve First Amendment to Agreement No. A-9346 with Psomas for design services for PN 906, Avenue T Street Improvement Project, increasing the Agreement by $147,810 for a total not to exceed amount of $948,951 for a term of eighteen months; and,

2. Authorize the Interim City Manager or his designee to execute First Amendment to Agreement No. A-9346 with Psomas, including minimal and/or non-substantial changes.

BACKGROUND

On June 17, 2025, the City Council awarded Psomas a design services contract for $801,141, with an 18-month term. The project is located along Avenue T between 55th Street East and 80th Street East, a major arterial designated as a Truck Route. The contract includes the design for reconstructing roadway pavement, repaving both unimproved and improved shoulders, widening the westbound approach of Avenue T to Pearblossom Highway to add a second westbound through lane, and constructing a new traffic signal, curb ramps, and curbs and gutters.

DISCUSSION

The original scope of work did not include potential right-of-way acquisition or negotiating contributions from Conditional Use Permit (CUP) holders for public roadway improvements. If approved, the first amendment will authorize additional services, including preparation of legal descriptions, plot maps, agreements, expanded public outreach, and right-of-way engineering support. These services are necessary to coordinate with CUP permittees and identified property owners regarding right-of-way acquisition and frontage impacts related to the Avenue T Street Improvement Project.

The additional funding requested is $147,810, bringing the project cost to $948,951.

FISCAL IMPACT

$147,810; The project is funded using Senate Bill 1 (SB1).

Project Summary	**Cost**
Design Agrmt No. A-9346	$801,141
First Amendment to Agrmt No. A-9346	$147,810
Total Contract Amount	**$948,951**

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, Interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS

Agrmt No. A-9346 First Amendment with Psomas
Agrmt No. A-9346 with Psomas

FIRST AMENDMENT TO AGREEMENT A- 9346
BETWEEN THE CITY OF PALMDALE AND PSOMAS

This First Amendment to Agreement No. A-9346 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and PSOMAS (hereinafter called "PROJECT DESIGNER"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on July 1, 2025 ("Original Agreement") the CITY and PROJECT DESIGNER entered into an agreement to provide:

Professional civil and traffic engineering design, utility coordination, and public outreach services for PN 906, Avenue T Street Improvement project.

Location: East Avenue T between 55th St. East and 80th St. East.

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

Expand the scope of work and increase the total contract price by one hundred and fort seven thousand eight hundred ten dollars ($147,810), for new total project cost not to exceed nine hundred forty eight thousand nine hundred fifty one dollars ($948,951).

NOW THEREFORE, the parties agree as follows:

Facilitate targeted outreach and coordination with affected CUP permittees and property owners regarding frontage impacts associated with the Avenue T Street Improvement Project, this includes the provision of additional professional services consisting of:

a) Project Design Management
b) Legals Descriptions and Plats
c) Exhibits and Refined Cost Estimation for Conditional Use Permit (CUP) parcels
d) Focused Public Outreach

PROJECT DESIGNER's complete proposal attached as Exhibit "A".

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

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

CITY OF PALMDALE:

SIGNATURE AREA

Salvador Mendez
Interim City Manager

SIGNATURE AREA

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

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Severino
City Attorney

ATTEST:

SIGNATURE AREA

Rochelle Scott
City Clerk

PSOMAS:

SIGNATURE AREA

Jeff Chess
Vice President/Principal In Charge

ADDRESS FOR NOTICE:
PSOMAS
27200 Tourney Rd Suite 120
Valencia, CA 91355

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

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

AGREEMENT NO. A-9346
CONTRACT FOR DESIGN PROFESSIONAL SERVICES
BETWEEN THE CITY OF PALMDALE AND PSOMAS

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 PSOMAS (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 906 AVENUE T STREET IMPROVEMENT PROJECT .

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:

PROJECT DESIGNER to provide professional civil and traffic engineering design, utility coordination, and public outreach services for PN 906, Avenue T Street Improvement Project.

Location: East Ave. T between 55th St. East and 80th St. East

Project:
a) Reconstruct roadway pavement;
b) Pave and repave existing unimprovements, and improve shoulders;
c) Design the proposed widening of Ave. T's westbound approach at 55th St. East;
d) Add a second westbound through lane; and,
e) Construct new traffic signals, curb ramps, and curb and gutters.

PROJECT DESIGNER Scope of Work:
1) Lead all coordination meetings with, but not limited to, rock mining companies (Quarry's), Southern California Edision, and Caltrans.
2) Deliverables include 100% construction drawings and specifications, bid

schedules, and cost estimates.
3) Prepare and conduct three (3) community outreach meetings and attend one (1) City Council meeting.

PROJECT DESIGNER's complete proposal attached as Exhibit "A".

1.2 Project deliverables shall be reviewed and approved by CITY to determine acceptable completion. CITY shall have the right to review and inspect the work during the course of its performance at such times as may be specified by CITY.

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

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

2 CITY PROJECT MANAGER

To provide the design professional services required by this Contract, PROJECT DESIGNER shall act under the authority and approval of a Project Manager appointed by the Director of Public Works/designee. The City Project Manager will oversee the work under this Contract, assist PROJECT DESIGNER with any necessary information, audit billings, and approve payments. PROJECT DESIGNER shall channel reports, deliverables and special requests through the City Project Manager.

3 PROJECT DESIGNER'S KEY PERSONNEL

PROJECT DESIGNER's Team and Key Personnel are as follows:

PROJECT DESIGNER'S KEY PERSONNEL
1. Arief Naftail - Project Manager/Traffic Engineering Lead
2. Jeff Chess - QA/QC Manager
3. Jeremy Johnson - Drainage and General Civil Engineering
4. Paul Gervacio - Caltrans D7 Permitting Lead
5. Sean Noonan - Environmental Lead
6. Daniel Rahe - Survey Lead
7. Dennis Kim - Utility and Right of Way
8. Abdul Mohammed Khan - Constructability Review
9. Patti Ransdell - Public Outreach
10. Roger W. Schlierkamp - Geotechnical and Pavement
11. Amina Mannan - Pavement and Geotechnical Engineering
12. Lacey Withers - Landscape Designer

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 EIGHTEEN (18) MONTHS / FIVE HUNDRED and FORTY-EIGHT (548) 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 SEVEN HUNDRED and TWENTY-EIGHT THOUSAND, THREE HUNDRED and TEN dollars ($728310), as follows:

FEE SCHEDULE
1. Completion of Project Design Management $91,680.00
2. Completion of Preliminary Research and Investigation $263,345.00
3. Completion of Preliminary Design $164,940.00
4. Completion of Final Design $170,405.00
5. Completion Construction Engineering Support and Services $23,290.00

Completion of Additional Services:
1. Reimbursable Allowance $14,650.00

TOTAL CONTRACT AMOUNT $728,310.00

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

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 current equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

11.8.2 Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements listing all insurers must be submitted to the City Attorney.

11.8.3 *When professional (E&O) liability coverage is provided on a “claims made basis”, PROJECT DESIGNER will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover PROJECT DESIGNER, or its officers, employees, or agents during the time this Agreement was in effect.

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

11.10 PROJECT DESIGNER shall require any and all subcontractor's working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of PROJECT DESIGNER shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be PROJECT DESIGNER's sole risk. PROJECT DESIGNER's insurance requirements in Section 11 will not be impacted and/or limited by such deviation.

12 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, PROJECT DESIGNER shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to cease such work. PROJECT DESIGNER shall also surrender to CITY all finished or unfinished documents or programs and other materials, which shall be City’s property. As compensation in full for services performed to the date of such termination, the PROJECT DESIGNER shall receive an amount equal to the value of the work

completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

13 TERMINATION FOR CAUSE

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

13.2 In the event the City terminates this Contract in whole or in part as provided herein above, the City may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

13.3 If this Contract is terminated as provided above, the City may require the PROJECT DESIGNER to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the PROJECT DESIGNER. Upon such termination, the PROJECT DESIGNER shall be paid an amount equal to the value of the services provided and work performed as of the date of termination. Such payment by the City may take into consideration the costs associated with hiring another PROJECT DESIGNER to complete the services. In the event no new PROJECT DESIGNER is employed, the PROJECT DESIGNER shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents when such are delivered to CITY, and to authorized reimbursement expenses.

The above is in addition to any other remedies available by law or equity to the City.

13.4 If, after notice of termination of the Contract under the provisions of this Section 13, it is determined, for any reason, that the PROJECT DESIGNER was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 12.

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, tracings, drawings, plans, specifications, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, CITY. PROJECT DESIGNER shall furnish CITY, upon its request, originals or reproducible or electronic copies of technical specifications and of all other documents listed above. PROJECT DESIGNER shall endorse, by his professional seal, all plans and data furnished by him.

16 RE-USE OF DOCUMENTS

The parties agree the documents, drawings, specifications, and designs, although the property of CITY, are prepared for a specific project and are not intended nor represented by PROJECT DESIGNER to be suitable for re-use for any other project. Any reuse without written verification or adaptation by PROJECT DESIGNER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to PROJECT DESIGNER.

17 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

17.1 PROJECT DESIGNER shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to PROJECT DESIGNER from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

A. The amount involved, together with PROJECT DESIGNER's analysis of such cost or price; and

B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.

C. The requirement to hire only those persons authorized by federal law to work in the United States.

17.2 Any assignment, delegation or subcontract shall be made in the name of PROJECT DESIGNER and shall not bind or purport to bind CITY and shall not release PROJECT DESIGNER from any obligations under this Contract including, but not limited to, the duty to properly supervise and coordinate the work of employees, assignees, delegees and subcontractors. No such assignment, delegation or

subcontract shall result in any increase in the amount of total compensation payable to PROJECT DESIGNER under this Contract.

18 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

18.1 In performance of this Contract, PROJECT DESIGNER shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. PROJECT DESIGNER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex, national origin, handicap, or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18.2 The provisions of subsection 18.1 above shall be included in all solicitations or advertisements placed by or on behalf of PROJECT DESIGNER for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of PROJECT DESIGNER and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

19 FINANCIAL INTEREST CERTIFICATION

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

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

20 CONFLICT OF INTEREST

20.1 PROJECT DESIGNER stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause PROJECT DESIGNER to be "financial interested" (as

provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

20.2 PROJECT DESIGNER shall not employ any City official or employee to perform any work required pursuant to this Contract.

20.3 If PROJECT DESIGNER is a registered professional engineer or licensed land surveyor and the scope of work requires PROJECT DESIGNER's recommendation of the actual formula to spread the costs of an assessment district's improvements, then PROJECT DESIGNER shall not participate in making that recommendation if the additional elements set forth in Government Code section 87100.1(c) apply. Those additional elements are: (1) PROJECT DESIGNER has received income of $250 or more for professional services in connection with any parcel included in the benefit assessment district within 12 months prior to the creation of the district; and (2) the district includes other parcels in addition to those parcels for which PROJECT DESIGNER received the income. In the event a conflict of interest does arise in that context, City shall select a different PROJECT DESIGNER to recommend the actual formula to spread the costs of the assessment district's improvements and the costs of such services shall be deducted from the compensation to be paid to PROJECT DESIGNER.

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

21 COMPLIANCE WITH LAW

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

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

22 NOTICES

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

23 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

24 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

Salvador Mendez
Signed: 7/1/2025

Salvador Mendez
City Manager Pro Tem

Lee Torres
Signed: 6/25/2025

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

PSOMAS:

Jeff Chess
Signed: 6/25/2025

Jeff Chess
Vice President/Principal In Charge

ADDRESS FOR NOTICE:
PSOMAS
27200 Tourney Road. Suite 120. Valencia, CA 91355

APPROVE AS TO FORM:

Alexandra Halfman
Signed: 6/27/2025

Alexandra Halfman
Acting City Attorney

ATTEST:

Roxanne Faber
Signed: 7/2/2025

Roxanne Faber
City Clerk

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

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

Record of Signing

For
Name
Title



Signed on 2025-06-25 15:36:54 GMT

Secured by Concord™
DocumentID: 030IXB28MbPJcVQJkrSh9u
SigningID: 030IXB28GYh5rDcO8w01Ot
Signing date: 6/25/2025
IP Address: 206.171.111.149
Email: ltorres@cityofpalmdaleca.gov

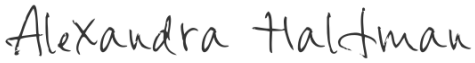
For
Name
Title



Signed on 2025-06-25 21:45:58 GMT

Secured by Concord™
DocumentID: 030IXB28MbPJcVQJkrSh9u
SigningID: 030IgEZgm5ee1rsil2GvLc
Signing date: 6/25/2025
IP Address: 159.100.175.55
Email: jchess@psomas.com

For
Name
Title



Signed on 2025-06-27 01:22:05 GMT

Secured by Concord™
DocumentID: 030IXB28MbPJcVQJkrSh9u
SigningID: 030JKsQXeP3qFcD2gkdJ0Z
Signing date: 6/27/2025
IP Address: 72.111.88.244
Email: amhalfman@harperburns.com

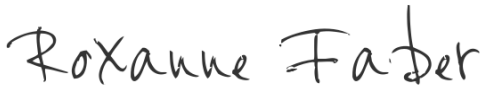
For
Name
Title



Signed on 2025-07-01 22:57:33 GMT

Secured by Concord™
DocumentID: 030IXB28MbPJcVQJkrSh9u
SigningID: 030M81dEzwCeLlYNC248qA
Signing date: 7/1/2025
IP Address: 206.171.111.149
Email: smendez@cityofpalmdaleca.gov

For
Name
Title



Signed on 2025-07-02 00:56:21 GMT

Secured by Concord™
DocumentID: 030IXB28MbPJcVQJkrSh9u
SigningID: 030MAwNxMzVY7VYf02b5gT
Signing date: 7/2/2025
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

concord
Where agreements happen.

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

MINUTES
CITY COUNCIL/SA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
FEBRUARY 3, 2026

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Ohlsen called the meeting to order at 5:01 pm.

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

2) ROLL CALL
MAYOR OHLSEN, MAYOR PRO TEM BISHOP, COUNCILMEMBERS LOA, BETTENCOURT, ALARCÓN

PRESENT: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Councilmember Bettencourt led the pledge of allegiance.

4) PRESENTATIONS

4.1) Commendation to Roxanne Faber and Linda Willis in honor of their retirement from the City of Palmdale.

Mayor Ohlsen presented Roxanne Faber and Linda Willis with a Commendation in honor of their retirement from the City of Palmdale.

4.2) Planning / Building & Safety Divisions Update

Economic and Community Development Director Taggart presented the staff report.

Planning Manager Magana gave an overview of the Planning Division's role within the City, and Building Official George provided an overview of the Building and Safety Division.

There was Council discussion regarding the statistics for projects in 2025 and the housing element requirements. Building Official George responded. Mayor Pro Tem Bishop thanked staff for their work and for remaining business-friendly.

5) CONSENT CALENDAR

The following individuals provided public input:

Jason Zink discussed items 4.2, 5.4, 5.5, 5.6, 5.7.

Rich Gallego spoke regarding item 5.4.

Resident, no-name given, commented on item 4.2, and another resident, no-name given, expressed interest in wanting to know how many single-family homes will be built as opposed to multi-unit homes.

Mayor Ohlsen closed public comments.

The following items were pulled for discussion: 5.4, 5.5, 5.6, and 5.7.

5.1) 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).

5.2) Receive and file the Monthly and Quarterly Investment Activity Reports for December 2025.

5.3) Adopt Resolution No. CC 2026-004, a Resolution of the City Council of the City of Palmdale, dissolving the Palmdale Civic Authority.

5.4) Receive and file the City Manager Recruitment Update.

Director of Operations Samson provided a detailed update and overview on the City Manager recruitment.

There was Council and staff discussion regarding the timeline for the evaluation and final selection of the City Manager candidates, and Council review of all submitted applications.

Motion: Receive and file the City Manager Recruitment Update.
Moved by Austin Bishop, seconded by Eric Ohlsen.

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

5.5) Approve Agreement with Onward Engineering for Construction Management and Observation Services for PN 869-A, Arterial Road Rehabilitation at Palmdale Boulevard Project, for a total not to exceed amount of $267,174 for a term of 150 working days from the date of the Notice to Proceed.

Director of Public Works Torres presented the staff report.

Councilmember Alarcón discussed the procurement and bidding process and

requested that every staff report include all bidders. There was further discussion on the selection process and the contingency amount. Director of Public Works Torres provided clarification.

Motion: Approve Agreement with Onward Engineering for Construction Management and Observation Services for PN 869-A.
Moved by Austin Bishop, seconded by Laura Bettencourt.

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

5.6) Approve Agreement with Maestro Development, LLC, for Construction Management and Observation Services for PN 851, Melville J. Courson Park Revitalization Project for a total not to exceed amount of $456,500 for a term of 360 working days commencing from the date of the Notice to Proceed.

Director of Public Works Torres presented the staff report.

A discussion ensued between Council and staff regarding the bidding and evaluation process, the cost of materials, including time and labor for the project, relevant experience, underbidding, and hiring local contractors. There was further discussion regarding security fencing, lighting, the amenities at Courson Park, and the need for a refresh. Director of Parks and Recreation Smith responded, detailing the process behind designing the park.

Motion: Approve Agreement with Maestro Development, LLC, for Construction Management and Observation Services for PN 851.
Moved by Austin Bishop, seconded by Laura Bettencourt.

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

5.7) Approve Agreement with Pacific Advanced Civil Engineering, Inc., for Professional Services for PN 788, Regional Basin Infrastructure Project, for a total not to exceed amount of $1,508,304 for a term of 36 months from the date of the Notice to Proceed.

Councilmember Loa recused himself.

Deputy Director of Public Works Wu presented the staff report.

There was a discussion between Councilmember Alarcón and staff regarding drainage concerns in the community, bid analysis and proposals, the delivery of work and the hourly rate, and the reasons for selecting PACE as the bidder.

PACE representatives provided a presentation addressing flooding, drainage, and the project's benefits.

Interim City Manager Mendez spoke about the project's timeline. Further discussion ensued amongst Council about flooding in their districts and public safety issues.

Motion: Approve Agreement with Pacific Advanced Civil Engineering, Inc., for Professional Services for PN 788.
Moved by Andrea Alarcón, seconded by Austin Bishop.

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

Councilmember Loa returned to the dais.

5.8) Approve the minutes from the previous meeting.

Motion: Approve all items listed on the agenda with the exception of items 5.4, 5.5, 5.6, and 5.7.
Moved by Austin Bishop, seconded by Richard J. Loa.

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

6) PUBLIC HEARING

6.1) Receive and file the Fiscal Year 2025-26 Annual Employee Vacancy Report in accordance with Assembly Bill 2561.

Mayor Ohlsen opened the Public Hearing.

Director of Operations Samson presented the staff report.

There was a discussion between the Council and staff regarding the report and vacancies.

Public testimony: Jason Zink.

Mayor Ohlsen closed the Public Hearing.

Motion: Receive and file the Fiscal Year 2025-26 Annual Employee Vacancy Report in accordance with Assembly Bill 2561.
Moved by Austin Bishop, seconded by Laura Bettencourt.

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

Mayor Ohlsen called for a recess from 6:51pm-7:01pm.

7) CITY MANAGER'S REPORT

Interim City Manager Mendez provided an update on several upcoming events including: Wednesdays at The Trucks at the Palmdale Auto Mall, Valentines Day dance February 6 at Marie Kerr Park Recreation Center, Celebrating Black History Month - Tap Into Soul Saturday February 7 at the Palmdale Playhouse, Cupid in the Park from Friday February 9 through February 14 at Domenic Massari Park, Marie Kerr Park, and Sam Yellen Park, and Valentines Day with Always Adele at the Palmdale Playhouse on February 14.

8) NON-AGENDA PUBLIC COMMENTS

The following individuals provided public comments:

Eugene Hernandez spoke about ICE enforcement and Hispanic heritage holidays.

Dejeet Sarkar submitted a proposal to the Council related to honoring hometown heroes, including John Allen. Mayor Ohlsen stated the importance of recognizing all local service members and indicated that the request would be taken into consideration.

David Jester spoke about honoring veterans, the AV Edge contract, and various other items.

Roger Soderstedt discussed the spending costs for the Chimbole Center and Courson Park and requested a bench at Arnie Quinones Park.

Jason Zink discussed donating city funds to assist certain businesses and various other items.

Rich Gallego addressed the Council on their fiduciary responsibility, the new city logo, the AV Edge contract, and various other items.

Felix Menendez spoke on the economic impacts of immigration raids and thanked the Council for its efforts to support the Latino community.

Marcos Alvarez spoke about the impacts of federal immigration enforcement on the community.

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

Councilmember Alarcón requested an agenda action item for a future meeting to discuss the Council meeting dates. Interim City Manager Mendez provided clarification on moving the second Council meeting in February. Council voted to agendize the item, with Councilmembers Loa, Alarcón, and Bettencourt voting in favor, and Mayor Ohlsen and Mayor Pro Tem Bishop voting in opposition.

Councilmember Alarcón also requested a list of all special events supported and

funded by the City, and requested that the information be posted on the City's website for public viewing. She also requested an update on the City logo, an AV Edge presentation for the public, and requested a cap on the Interim City Manager Mendez's unilateral contracting authority. Interim City Manager Mendez stated his signing authority for contracts.

Councilmember Loa requested scheduling a meeting to discuss City Manager candidates and to conduct Council interviews. A motion was made by Councilmember Loa and seconded by Councilmember Alarcón. Council voted on the motion, with Councilmembers Loa and Alarcón voting in favor, and with Mayor Ohlsen, Mayor Pro Tem Bishop, and Councilmember Bettencourt voting in opposition. Mayor Pro Tem Bishop spoke in support of moving forward with the subcommittee process and holding discussions in closed session.

Mayor Pro Tem Bishop thanked staff and the community for the opportunity to serve.

Councilmember Bettencourt commented on the MLK Festival at Poncitlan Square and a play she attended at the Playhouse. She requested future agenda items, including discussion of a Rose Parade float, formation of a committee for the City's 250th anniversary celebration, and an update on the City logo at the next meeting. She also stated that updates from the Cal Cities Desert Mountain Division meeting would be provided at the next meeting.

Mayor Ohlsen reported on meetings he attended in Sacramento and a meeting with Governor Newsom.

10) CITY ATTORNEY'S REPORT

10.1) Legislative and litigation update regarding Federal Immigration Enforcement.

Councilmember Alarcón noted that the language in the staff report was insufficient to accomplish what she requested and further clarified that she requested a resolution be brought back for Council consideration.

City Attorney Severino presented the staff report.

Mayor Ohlsen opened public comments.

The following individuals provided public comments: Eugene Hernandez, Felix Menendez, Marcos Alvarez, Rich Gallego, David Hester, and Jason Zink.

Mayor Ohlsen closed public comments.

Mayor Ohlsen received and filed the report.

11) CLOSED SESSION

PRESENTATION BY CITY ATTORNEY

11.1) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney
This closed session is being held pursuant to the authority of California Government Code Section 54957.

11.2) CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Initiation of litigation: (2 cases)
This closed session is being held pursuant to the authority of California Government Code Section 54956.9, paragraph (4) of subdivision (d).

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

11.3) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation: (1 potential case – facts and circumstances unknown to potential plaintiffs)
This closed session is being held pursuant to the authority of California Government Code Section 54956.9, paragraph (2) of subdivision (d).

12) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 8:14 pm to 11:05 pm.

City Manager Mendez announced the following:

11.1 There were two actions:
1) Continue the item to the next Council meeting; and
2) Provide a report that outlines the process for new, additional, or supplemental City Attorney services.

City Attorney Severino announced the following:

11.2 -There was no reportable action.

11.3 -The subcommittee made its recommendation to the City Council and the City Council will continue the City Manager recruitment process.

11.4 -There was no reportable action.

13) ADJOURNMENT

Mayor Ohlsen adjourned the meeting at 11:07 pm to February 18, 2026, 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 18th day of February 2026.

_____
Eric Ohlsen, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
FEBRUARY 18, 2026

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Ohlsen called the meeting to order at 5:02 pm.

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

2) ROLL CALL MAYOR OHLSEN, MAYOR PRO TEM BISHOP, COUNCILMEMBERS LOA, BETTENCOURT, ALARCÓN

PRESENT: Eric Ohlsen, Austin Bishop, Richard J. Loa, Laura Bettencourt, Andrea Alarcón.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Councilmember Loa led the pledge of allegiance.

Interim City Manager Mendez removed item 4.5 from the agenda to return at a later date.

4) CONSENT CALENDAR

The following individuals provided public comments: Jason Zink discussed items 4.5 and 4.7, as well as various topics. Roger Soderstedt spoke about Arnie Quiones Park, specifically the picnic and K-rails.

Mayor Ohlsen closed the public comments for the Consent Calendar.

The following items were pulled for discussion by Councilmembers: 4.2, 4.7, 4.8. and 4.9.

4.1) 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).

4.2) Approve First Amendment with Wilson Events Incorporated for booking and onsite production services, increasing the agreement by $335,680 for a total

not to exceed amount of $585,680 for a term of one-year with an option to extend an additional one-year term.

Director Smith presented the staff report.

Councilmember Loa inquired about the existing contract amount, and Director Smith stated it was about a $300,000 contract to start. Further discussion ensued regarding extending the contract.

Motion: Approve First Amendment with Wilson Events Incorporated for booking and onsite production services.
Moved by Austin Bishop, seconded by Andrea Alarcón.

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

4.3) Authorize an Energy Storage Resource Adequacy Agreement between Circle City Energy Storage LLC, an ENGIE company, and California Choice Energy Authority on behalf of Energy for Palmdale's Independent Choice (EPIC) for the purchase of Resource Adequacy long-term, mid-term reliability capacity for a term of ten years.

4.4) Approve Final Tract Map No. 53920-1 (located at the intersection of Kingman Drive and Westgate Drive).

4.5) Approve the Memorandum of Understanding (MOU) with WM pursuant to Conditional Use Permit (CUP) 98-12.

Interim City Manager Mendez removed item 4.5 from the agenda to return at a later date.

4.6) Approve Requisition with SiteOne Landscape Supply, LLC for landscape aggregate, boulders, and materials in an amount not to exceed $200,000 for Fiscal Year 2025-26.

4.7) Receive and file the City of Palmdale's 2025-2030 Five-Year Capital Improvement Plan.

Deputy Director Wu provided a PowerPoint presentation.

Councilmember Bettencourt requested that a public link be provided on the City's website regarding street work.

Director Torres stated that an interactive map would be added to the website in the future.

Mayor Pro Tem Bishop discussed incorporating an AI chatbot into the website.

Councilmember Alarcón inquired about the CIP package maps included for each section, specifically the street projects list and the traffic map related to District 5. Director Torres provided clarification on the district projects. Councilmember Alarcón preferred continuing the item. Councilmember Loa concurred with Councilmember Alarcón and suggested additional time would be needed to study the item. Mayor Pro Tem Bishop discussed the traffic light map. There was further discussion among Council and staff on making a designation or distinction between the Council districts, redevelopment of the Chimbole Cultural Center and the Library, and tabling the item.

Motion: Bring this item back to a meeting with the incorporation of all projects moving forward in the 5-year time span.
Moved by Andrea Alarcón, seconded by Richard J. Loa.

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

4.8) Approve Second Amendment to Agreement with Southern California Regional Rail Authority (SCRRA) for additional design review services for the Palmdale Boulevard and Sierra Highway Railroad Crossing Safety Upgrades Project, and increasing costs of $445,500.

Councilmember Loa recused himself from this item and stepped away from the dais due to the project being in proximity to his office.

Motion: Approve Second Amendment to Agreement with Southern California Regional Rail Authority (SCRRA) for additional design review services for the Palmdale Boulevard and Sierra Highway Railroad Crossing Safety Upgrades Project.
Moved by Austin Bishop, seconded by Laura Bettencourt.

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

Councilmember Loa returned to the dais.

4.9) Approve the minutes from the previous meeting.

Councilmember Alarcón requested that further information be added to the minutes on page 6, Item 10, to be revised to more accurately reflect the meeting discussion specifically related to bringing back a resolution as an action item.

Motion: Approve the minutes from the 2/11 and 2/12 meetings.

Moved by Andrea Alarcón, seconded by Richard J. Loa.

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

Motion: Approve all items listed on the agenda with the exception of items 4.2, 4.5, 4.7, 4.8, and 4.9.
Moved by Richard J. Loa, seconded by Austin Bishop.

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

5) NEW BUSINESS

5.1) Discuss a potential amendment to the Palmdale Municipal Code (Chapter 2.08.040) regarding regular meeting date, time, place, and provide direction to staff.

The following individuals provided public input: Eugene Hernandez and Jason Zink.

Councilmember Alarcón requested additional background on the chosen meeting day, and Mayor Pro Tem Bishop provided the background for moving the meetings to Tuesdays. Councilmember Loa spoke regarding the meeting day, and the venue selected for the recent Special meetings.

Motion: Keep meetings as is.
Moved by Austin Bishop, seconded by Richard J. Loa.

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

6) CITY MANAGER'S REPORT

Interim City Manager Mendez provided an update on several upcoming events including: West Coast Classical's Spring Fling at the Palmdale Playhouse on February 28; News and announcements on February 3rd, the President signed a bill designating $2 million dollars for the Rancho Vista grade separation with the help of Congressman Whitesides and Council; he announced EIFD is seeking to fill a vacancy and the deadline to apply is February 26; the City is seeking input via an online survey on mural projects for Courson Park thru March 5; and announced the nomination for the Veteran of the Year Award is open until March 31.

7) SHERIFF'S REPORT

Captain Bardon provided a recap of the year and an update on January response times for routine calls for service, working with the Partners Against Crime Team, Part 1 Crimes, gang-related shootings, arrests, firearms recovered, graffiti, collisions, and traffic citations. He announced the upcoming Interfaith Prayer Breakfast and the Haunted Jail event on October 3.

Councilmember Loa asked about the number of traffic citations issued for red light violations. Captain Bardon stated that a majority of the citations are for speeding.

8) NON-AGENDA PUBLIC COMMENTS

The following individuals provided public input: Eugene Hernandez discussed an AV Press article related to AV Edge; Drew Mercy provided an update on AV Edge projects and events; Jason Zink discussed city work hours, flooding, and other topics; Lou Walker commented regarding programming in the Antelope Valley and reserving event space at a city park; Marcos Alvarez discussed the Council meeting time and an item that was passed in Pasadena related to federal immigration enforcement; Emmet spoke on immigration enforcement raids and thanked the Sheriff's Department; a gentleman spoke about immigration enforcement and requested a plan of action; Felix and Sonia spoke on a potential resolution related to immigration enforcement; and Irving and another gentleman thanked Council for incorporating translation services at the meeting and stated their concerns regarding immigration enforcement.

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

Councilmember Alarcón requested a quarterly report from AV Edge as an agenda item and asked AV Edge to provide subsidized events for veterans, seniors, and fixed-income residents. Also, she requested that a resolution regarding federal immigration enforcement be brought back to the next meeting to obtain Council and community input. Mayor Ohlsen and Councilmember Alarcón discussed scheduling a meeting to draft a resolution to bring back to the Council for feedback and consideration.

Motion: Bring back a draft resolution to the next meeting on federal immigration enforcement.
Moved by Andrea Alarcón, seconded by Eric Ohlsen.

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

Councilmember Bettencourt requested an update on the City logo.

Mayor Pro Tem Bishop thanked the City staff.

Mayor Ohlsen made a statement regarding communication among Council, staff, and residents.

10) CLOSED SESSION

City Attorney confirmed the items listed.

Public comments: None.

10.1) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Sheils v. City of Palmdale
Los Angeles Superior Court 25STCV05268
This closed session is being held pursuant to the authority of California Government Code Section 54956.9, subdivision (d)(1).

10.2) CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Concerning CV Communities, LLC v. Antelope Valley-East Kern Water Agency, et al.
Los Angeles Superior Court 20STCV10953
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

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

10.4) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Attorney
This closed session is being held pursuant to the authority of California Government Code Section 54957.

11) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 6:51 pm to 8:42 pm.

City Attorney Severino announced the following:

10.1 - There was no reportable action.

10.2 - There was no reportable action.

10.3 - There was no reportable action.

Interim City Manager Mendez reported the following:

10.4 - Council authorized the initiation of City Attorney recruitment.

12) ADJOURNMENT.

Mayor Ohlsen adjourned the meeting at 8:44 pm to March 3, 2026, 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 3rd day of March 2026.

_____
Eric Ohlsen, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **MARCH 3, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY ATTORNEY'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **APPROVE EMPLOYMENT AGREEMENT BETWEEN CITY OF PALMDALE AND SALVADOR MENDEZ**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Agreement No. A-9753 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. On February 12, 2026, the City Council appointed Mr. Salvador Mendez to the City Manager position pending the execution of an agreement and completion of a background check and directed the City Attorney's office to prepare an agreement setting out the terms and conditions of his employment.

A successful background check has been completed by Curry Investigations, Inc. which included a Department of Motor Vehicles search, social security trace, IRBsearch comprehensive report, credit check, Phones Plus database search, multi-venue criminal, civil, and federal court search in Los Angeles County and surrounding jurisdictions, property ownership search, professional license search, and social media and internet search. Education and credentials have been verified. Inquiries of reference checks confirmed no outstanding employment issues.

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 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.

Consistent with the Brown Act, the approval of the City Manager's contract will be preceded by an oral report of the compensation adjustments. (Government Code Section 54953, subdvs. (c)(3).). For the Period March 3, 2026, to March 3, 2028:

1. Compensation shall be paid at an annual rate of $370,412 and allows for an annual cost of living increase if such raise is provided to full-time employees. Employee shall receive an annual performance evaluation and meet established goals.
2. The Term of this Agreement is two (2) years ending on March 3, 2028. Employee is at-will and serves at the pleasure of a majority of the City Council and shall be entitled to 12 months severance pay provided termination occurs without cause as outlined in the Agreement.
3. Employee shall receive a $500 monthly automobile allowance for engaging in conducting City business both during and outside normal business hours.
4. Employee shall receive $2,000.00 annually as a technology allowance to assure regular, secure and reliable communication with City Council.
5. Vacation, Sick, Administrative and Floating Holiday leave bank accruals and benefits shall accrue at various rates.
6. The City will provide for disability, health, life insurance and retirement as outlined in the Agreement. The City will contribute to a Health Reimbursement Account in the amount of $1,500.00.
7. The City will pay for the professional dues and subscriptions of Employee as well as standard travel expenses and education seminars necessary for professional development, continuing education, and official and other functions of City.

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:	Alexandra Severino, City Attorney
Approved 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-9753

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALMDALE AND SALVADOR MENDEZ

THIS AGREEMENT is effective this 3 day of March, 2026, 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 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, directed the City Attorney’s office to prepare an agreement setting out the terms and conditions of his employment, and subsequently, executed the agreement with Employee; and,

WHEREAS, on February 12, 2026, the Council appointed Mendez to the City Manager position pending the execution of an agreement and completion of a background check and directed the City Attorney’s office to prepare an agreement setting out the terms and conditions of his employment; 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 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. City Manager. Employer hereby engages the services of Employee as 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 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 March 3, 2026.

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 2 Year Term. City hereby employs Employee to perform the duties and fulfill the obligations of City Manager as described in this Agreement, commencing pursuant to this Agreement, and ending upon the earlier of (i) 11:59 p.m. on March 3, 2028 ("Expiration Date") or (ii) the date upon which this Agreement and Employee's employment with the City is terminated in accordance with Section 4 herein. Employee shall not accept other employment nor become employed by any other employer until said termination date, unless termination/resignation is effected as hereinafter provided.

D. Renewal Following Appointment. At least one-hundred eighty (180) days prior to the expiration of the two (2) 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:

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.

Base Salary. In consideration for the performance of the duties of City Manager as outlined above, Employee will receive a base salary of Three Hundred and Seventy Thousand Four Hundred Twelve Dollars ($370,412) annually, effective on the date of Council appointment, March 3, 2026. 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.

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 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, 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:

_____
Eric Ohlsen, Mayor

EMPLOYEE:

_____
Salvador Mendez

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Alexandra Severino, City Attorney

City Council Staff Report

DATE: **MARCH 3, 2026**

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

FROM: **CITY ATTORNEY'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2026-014, 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 LEGISLATION PROMOTING IDENTIFICATION AND ACCOUNTABILITY IN LAW ENFORCEMENT**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2026-014, a Resolution of the City Council of the City of Palmdale Recognizing the Los Angeles County Sheriff's Department (LASD) for its commitment to transparency and community trust, and expressing support for legislation promoting identification and accountability in law enforcement; and/or

2. Direct staff to take other actions as appropriate to address community concerns surrounding federal immigration enforcement.

BACKGROUND

On July 1, 2025, City Council moved to, "[r]eceive a report back from Acting City Attorney Halfman on the resolution that was jointly adopted by Huntington Park with their Police Department that requires the identification of all Federal Agents that are operating within their jurisdiction, and determine whether the City of Palmdale has the ability to implement a similar resolution within our jurisdiction."[1]

On or about July 11, 2025, Los Angeles County ("County") intervened in a lawsuit where the federal court issued an injunction barring federal immigration authorities from detaining individuals based solely on factors such as race, language or accent, location, or type of work.[2]

[1] July 1, 2025 Palmdale City Council Minutes, pg. 7.
[2] *Vasquez Perdomo v. Noem,* No. 2:25-cv-05605 (C.D. Cal. June 20, 2025.)

On August 5, 2025, the City Council motioned to, "[r]equest a full report on what has transpired with the Immigration and Customs Enforcement agents identifying themselves.[3]"

On August 19, 2025, after receiving the requested reports, the City Council moved to "[a]dopt a resolution of solidarity with the county, and its actions, both as an intervener in the federal action, and in its direction to the County Counsel to come up with an ordinance that will govern all of the cities in the county, and to include its support for the newly adopted July 11th protocol and policies by the Sheriff's department."[4]

On September 2, 2025, the attached Resolution appeared on the City Council meeting agenda but was pulled without City Council discussion.[5]

September 8, 2025, the U.S. Supreme Court granted a stay of the federal court's injunction, pending appeals.

On December 9, 2025, County Board of Supervisors adopted an ordinance applicable within the incorporated areas of County, prohibiting law enforcement officers from wearing facial coverings and requiring them to display visible identification.

On January 1, 2026, State legislation SB 805 No Vigilantes Act and SB 627 No Secret Police Act took effect, prohibiting all law enforcement agencies operating in California from wearing facial coverings and requiring agency, name, and badge number identification for officers not in uniform. These laws also require law enforcement agencies to maintain and post their policies for masks and officer identification.

On January 13, 2026, City Council moved to "[d]iscuss [*Councilmember Alarcón's*] motion from a past meeting related to ICE and the Sheriff's Department, and provide an update on ongoing litigation, the new laws SB 805 and SB 627, and any policies the Sheriff's Department has implemented in response."[6]

On February 3, 2026, staff provided a legislative and litigation update. It was noted at that time that the staff report and agenda item were insufficient to address Councilmember Alarcón's motion.

On February 18, 2026, City Council moved to, "[b]ring back a draft resolution to the next meeting on federal immigration enforcement."

---

[3] August 5, 2025 Palmdale City Council Minutes, pg. 6.
[4] August 19, 2025 Palmdale City Council Minutes, pg. 9.
[5] September 2, 2025 Palmdale City Council Minutes, pgs. 1,3.
[6] January 13, 2026 Palmdale City Council Minutes, pg. 8.

DISCUSSION

The State of California is considered a "sanctuary jurisdiction" by the federal government because State law (SB 54) restricts local law enforcement agencies from using their resources to assist federal immigration enforcement. The City contracts with LASD for police services.

LASD has confirmed that limited ICE activity has occurred in the City. There have been no changes to LASD's operational policy from July 11, 2025. LASD has provided notice of the prohibition against wearing facial coverings to its officers.

LASD will update and post their policies regarding masks and officer identification as required by State law. The application of these requirements to the federal government awaits adjudication.

The attached Resolution is presented to the City Council for review and adoption as requested.

FISCAL IMPACT

$0; There is no fiscal impact to the City for adopting a resolution.

STRATEGIC PLAN

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

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

Prepared by:	Alexandra Severino, City Attorney
Approved by:	Salvador Mendez, interim City Manager
Approved as to form:	Alexandra Severino, City Attorney

ATTACHMENTS:

Reso. No. CC 2026-014

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2026-014

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 LEGISLATION PROMOTING IDENTIFICATION AND ACCOUNTABILITY IN LAW ENFORCEMENT

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

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

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

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

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

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

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

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

2. The City of Palmdale supports recent State and Los Angeles County legislation aimed at enhancing transparency and accountability in law enforcement statewide.

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

PASSED, APPROVED, and **ADOPTED** this 3rd day of March, 2026.

_____
Eric Ohlsen
Mayor

Approved as to form:

_____
Alexandra M. 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 3rd day of March 2026, by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____

Rochelle Scott, City Clerk

Joint Staff Report

DATE: **MARCH 3, 2026**

TO: **HONORABLE MAYOR AND CITY COUNCIL**
HONORABLE CHAIR AND COMMISSIONERS
HONORABLE CHAIR AND MEMBERS
HONORABLE CHAIR AND DIRECTORS

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **REVIEW AND APPROVE MID-YEAR BUDGET ADJUSTMENTS FOR FISCAL YEAR 2025-26**

RECOMMENDATION

Staff recommend that the City Council, Chairs, Commissioners, Members, and Directors:

1. Review and approve the mid-year budget adjustments for Fiscal Year 2025-26.

BACKGROUND

The City is required to adopt a balanced budget for its operations each year. The budget serves as the City's financial plan for the fiscal year beginning July 1 through June 30 and defines the City's priorities for providing services to the community.

On June 17, 2025, the City Council approved the Annual Operating and Maintenance Budget and Capital Improvement Program for FY 2025-26. Since the budget's adoption, additional financial and operational needs have been identified that are not covered by the current budget. Incorporating these needs into the FY 2025-26 budget is essential to more accurately reflect the program costs for the community's benefit.

Carryforwards of encumbrances and unspent funds from the previous fiscal year are included in the current budget. Encumbrances are funds allocated for a Purchase Order that were not spent in the previous fiscal year. Unspent budget funds may be carried forward with the City Manager's approval for multi-year projects and when delays occur due to reasons beyond the City's control.

DISCUSSION

As we reach the halfway mark of the current fiscal year, departments have had the opportunity to evaluate their operations and highlight any unforeseen needs that have emerged. The proposed mid-year adjustments reflect the identified needs.

Revenues

Estimating revenues for the upcoming fiscal year and forecasting out-years is essential to the budget development process. Revenue projections are formed by analyzing prior-year actual receipts, trends, new revenue sources, grant opportunities, service fees, and the State economic outlook. The City, along with its sales tax consultants, continues to monitor sales tax trends and proposes adjustments to revenue projections when necessary.

The City's General Fund is the largest unrestricted funding source, with projected revenue of $146.5 million. General Fund revenues include property tax, sales tax, other taxes, fees, and service charges.

Operating Appropriations

The operating budget for all funds is $417.9 million citywide, and the General Fund operating budget is $146.4 million. This includes carryforwards of encumbrances from previous years for multi-year projects. The supporting schedules provide additional details on appropriations.

General Fund mid-year highlights include:

Revenue net increase of $6.1 million, made up primarily of:

- $5.4 million in insurance proceeds;
- $550 thousand increase in franchise fees;
- $291 thousand increase in transfers in from special revenue funds;
- $225 thousand increase in charges for service; and
- $300 thousand decrease in parking citation fees.

Expenditure increase of $5.8 million, made up primarily of:

- $5.4 million in legal settlement expenses;
- $320 thousand for animal care services;
- $118 thousand increase for utility charges due to rate increases;
- $214 thousand decrease in various contracted services, including legislative professional services, contracted attorney services, custodial, maintenance and custodial, and temporary staffing to cover vacancies and leaves of absence; and,
- $191 thousand decrease in capital for completed projects.

Capital Improvement Program

The FY 2025-26 Capital Improvement Program budget consists of various projects totaling $229.9 million. Many of the proposed projects are funded by grants or other restricted funds. It is also important to keep in mind that capital projects are often a multi-year effort, and therefore, the budget established will carry through the life of the project and may not be fully expended in the single year shown. The attached schedules provide a comprehensive listing of all previously approved and proposed capital improvement projects.

Conclusion

The FY 2025-26 budget successfully sustains the level of services and programs important to the community and the City Council's priorities while maintaining healthy reserves. The proposed FY 2025-26 budget balances ongoing revenues and expenditures and represents the City's commitment to the long-term planning and sustainability of programs and services for the community.

FISCAL IMPACT

The proposed mid-year adjustments to the FY 2025-26 operating and capital budget comply with all financial policies, including the City's 20% General Fund Reserve Policy. Revenues are anticipated to be sufficient to cover all proposed expenditures.

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 Mid-Year Budget FY 2025-26
Atch Mid-Year Budget FY 2025-26 PPT

CITY OF PALMDALE
FIVE YEAR GENERAL FUND AND CONSOLIDATED FUNDS PROJECTION

					YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		FY 2026 Budget	FY 2026 YTD Actuals	FY 2026 Adjustments	FY 2026 Proposed	FY 2027 Projected	FY 2028 Projected	FY 2029 Projected	FY 2030 Projected
1	**BEGINNING FUND BALANCE**	112,844,248			112,844,248	112,912,108	116,544,678	118,171,718	117,819,778
2	REVENUES/TRANSFERS IN								
3	Property Tax	33,386,390	5,790,931	-	33,386,390	35,055,710	36,808,500	38,648,930	40,581,380
4	Sales And Use Tax	51,382,740	18,852,883	-	51,382,740	52,410,390	53,458,600	54,527,770	55,618,330
5	Transient Occupancy Tax	5,302,310	2,216,015	-	5,302,310	5,408,360	5,516,530	5,626,860	5,739,400
6	Franchise Fees	9,178,100	6,331,117	550,000	9,728,100	9,825,380	9,923,630	10,022,870	10,123,100
7	Use Of Property	3,552,630	1,190,360	5,000	3,557,630	3,628,780	3,701,360	3,775,390	3,850,900
8	License And Permits	5,460,440	3,324,970	-	5,460,440	5,569,650	5,681,040	5,794,660	5,910,550
9	Charges For Services	1,388,830	1,060,894	103,300	1,492,130	1,551,820	1,613,890	1,678,450	1,745,590
10	Development Charges For Services	3,265,850	1,633,219	122,000	3,387,850	3,489,490	3,594,170	3,702,000	3,813,060
11	Fines And Forfeitures	1,290,750	161,680	(325,000)	965,750	985,070	1,004,770	1,024,870	1,045,370
12	Other Revenue	13,352,000	5,159,949	5,425,000	18,777,000	6,000,000	6,000,000	6,000,000	6,000,000
13	Transfer In	12,730,240	-	291,590	13,021,830	8,150,000	8,150,000	8,150,000	8,150,000
14	**Total Revenues**	**140,290,280**	**45,722,018**	**6,171,890**	**146,462,170**	**132,074,650**	**135,452,490**	**138,951,800**	**142,577,680**
15	EXPENDITURES/TRANSFERS OUT								
	Salaries	22,327,780	12,440,191	66,130	22,393,910	23,289,670	23,988,360	24,468,130	24,957,490
	Benefits	9,656,700	5,288,935	(36,980)	9,619,720	10,004,510	10,304,650	10,510,740	10,720,950
16	Salaries & Benefits	31,984,480	17,729,126	29,150	32,013,630	33,294,180	34,293,010	34,978,870	35,678,440
17	Organizational Development	870,730	307,812	(7,330)	863,400	872,030	880,750	889,560	898,460
18	Operating	13,385,350	12,140,918	5,361,300	18,746,650	13,653,060	13,926,120	14,204,640	14,488,730
19	Contract Services	26,841,760	11,217,501	(214,450)	26,627,310	27,159,860	27,703,060	28,257,120	28,822,260
20	Capital Outlay	16,104,160	1,651,366	(191,500)	15,912,660	2,000,000	2,000,000	2,000,000	2,000,000
21	County Contracts - Law Enforcement	22,093,890	9,992,889	-	22,093,890	24,745,160	27,714,580	31,040,330	34,765,170
22	County Contracts - Liability	3,729,640	1,864,820	-	3,729,640	4,028,010	4,350,250	4,698,270	5,074,130
23	County Contracts - Animal Control	4,000,000	2,146,322	320,000	4,320,000	4,449,600	4,583,090	4,720,580	4,862,200
24	Utilities	3,112,940	1,519,623	118,000	3,230,940	3,360,180	3,494,590	3,634,370	3,779,740
25	Debt Service	4,006,700	1,890,414		4,006,700	4,600,000	4,600,000	4,600,000	4,600,000
26	Transfers Out/Internal Svc Alloc.	12,988,740	-	340,750	13,329,490	8,000,000	8,000,000	8,000,000	8,000,000
27	Transfer Out to Reserves	1,520,000	-	-	1,520,000	2,280,000	2,280,000	2,280,000	2,280,000
28	**Total Expenditures**	**140,638,390**	**60,460,792**	**5,755,920**	**146,394,310**	**128,442,080**	**133,825,450**	**139,303,740**	**145,249,130**
29	Surplus/(Deficit) (Revenue - Expenditures)	(348,110)			67,860	3,632,570	1,627,040	(351,940)	(2,671,450)
30	**FUND BALANCE BEFORE RESERVES/RESTRICTIONS**	**112,496,138**			**112,912,108**	**116,544,678**	**118,171,718**	**117,819,778**	**115,148,328**
31	**20 % Reserve Requirement (30% Recommended)**	**42,191,517**			**43,918,293**	**38,532,624**	**40,147,635**	**41,791,122**	**43,574,739**
32	Restricted, Nonspendable and Assigned	**35,000,000**			**35,000,000**	**35,000,000**	**35,000,000**	**35,000,000**	**35,000,000**
33	**ENDING AVAILABLE BALANCE**	**35,304,621**			**33,993,815**	**43,012,054**	**43,024,083**	**41,028,656**	**36,573,589**

CITY OF PALMDALE
ESTIMATED FUND BALANCE
FISCAL YEAR 2026

Fund	Fund Description	FY 2026 Estimated Beginning Available Fund Balance	FY 2026 Revenues	FY 2026 Operating Expenditures	FY 2026 Capital Expenditures	Reserve Requirement	Nonspendable, Restricted and Assigned	FY 2026 Projected Ending Available Fund Balance
101, 150, 151	General Fund	112,844,248	146,462,170	131,127,510	15,266,800	43,918,293	35,000,000	33,993,815
153	Information Technology	2,021,292	5,534,130	5,929,750	-			1,625,672
154	Fleet Maintenance	4,354,710	4,711,910	5,661,910	-			3,404,710
156	Public Art Fund	1,932,970	250,000	377,900	252,590			1,552,480
157	Measure AV	22,822,645	24,068,000	18,473,100	23,106,720	4,157,982		1,152,843
158	American Rescue Funds	3,978,562	11,574,970	1,963,520	9,989,150			3,600,862
200	PEG Fund	781,569	70,000	804,740	-			46,829
201	Gas Tax Fund	11,471,298	5,239,540	4,177,850	11,585,370			947,618
202	Public Safety Fund	2,530,692	742,000	582,000	-			2,690,692
203	Prop A Fund	11,335,799	4,545,430	4,976,920	8,357,540			2,546,769
204/214	Prop C Funds	17,678,009	9,144,640	2,317,100	9,479,840			15,025,709
205	Air Quality Improvement Fund	367,399	253,510	-	250,940			369,969
206	Local Transp Fund Art 3	154,043	133,630	-	204,930			82,743
207	Local Transp Fund Art 8	(2,562,962)	13,531,710	9,395,110	1,573,640			(2)
208/218	Measure R Funds	17,362,454	81,282,160	-	81,176,330			17,468,284
209/219	Measure M Funds	12,111,885	6,731,900	-	7,967,680			10,876,105
210	Road Maint & Rehab Acct Fund	6,805,434	4,436,310	-	10,208,050			1,033,694
211	Measure A LA County Parks	(100,047)	7,837,860	2,000,000	3,523,290			2,214,523
220	Park Development Fund	1,914,743	1,550,000	269,600	1,206,240			1,988,903
221	Traffic Impact Fund	2,719,981	860,000	-	239,400			3,340,581
222-230	Drainage Funds	16,522,153	1,462,550	277,900	9,951,980			7,754,823
227	Fire Facilities Impact Fund	11,411,502	775,000	35,000	-			12,151,502
228	Sewer Upgrade Fund	511,104	10,000	-	421,900			99,204
229	Public Facilities Fund	2,231,932	515,000	-	657,730			2,089,202
240	Federal Funds Fund	(5,462,432)	20,370,150	-	14,907,720			(2)
241	State Grants Fund	(1,310,413)	7,184,570	4,734,660	1,139,490			7
242	Misc Grant/Developer Contrib	3,620,316	10,485,170	6,051,940	5,154,410			2,899,136
243	Federal Home Program	8,080,135	3,463,500	3,463,500	-			8,080,135
244	Federal Jobs Programs	(20,362)	141,650	107,000	-			14,288
245	HOME ARP Fund	(9,541)	2,090,260	2,080,720	-			(1)
250	Park Assessments Fund	3,852,562	3,233,200	3,456,440	300,000			3,329,322
251	Landscape Maintenance Fund	14,963,670	7,935,430	11,121,030	792,030			10,986,040
252	Street Lighting Assmnt Distr	4,574,394	1,387,640	1,310,220	-			4,651,814
253	Drainage Benefit Assessment	1,746,870	256,400	54,760	-			1,948,510
254	Sewer Maint Assessment Dist	39,641,583	6,644,920	7,203,240	9,359,120	11,892,475		17,831,668
255	Street Light County District	19,514,411	3,803,410	4,818,970	-			18,498,851
256	Street Light Dist #2 Anaverde	1,058,949	199,590	238,720	-			1,019,819
257	Street Light Dist #3 Ritter	361,973	77,230	122,480	-			316,723
258	Enhanced Infrastructure Financing Dist.	1,146,392	360,000	50,000	-			1,456,392
259	CFD 2022-1 Maintenance Service Dist.	6,800	46,130	22,690	-			30,240
260	Solid Waste	1,415,193	1,321,340	1,474,000	-			1,262,533
280	CDBG Fund	2,382,388	5,424,600	4,020,650	2,215,450			1,570,888
281	SAVES Grant Fund	(16,856)	50,000	25,000	-			8,144
291	Housing Authority Fund	1,583,901	1,901,460	1,871,800	-			1,613,561
292	Housing Facilities Fund	(166,870)	8,931,130	8,920,320	-			(156,060)
293	Housing Asset Fund	49,193,568	1,989,630	12,903,980	-			38,279,218
300	Water Park	4,083,674	2,833,000	2,747,010	596,540			3,573,124
350	Palmdale CCA	11,510,910	71,030,670	70,449,410	-	2,113,480		9,978,690
460	Successor Agency	6,965,227	68,787,910	73,000,340	-			2,752,797
480	AD88-1 10Th St West Improv	(65,787)	-	-	-			(65,787)
481	AD90-2 7Th St West Improvement	146,247	-	-	-			146,247
482	CFD 2003-1 Improvement Fund	13,096	-	-	-			13,096
483	CFD 91-1 Sierra Gateway Improv	173,718	8,000	-	-			181,718
484	CFD 93-1 Ritter Ranch Impr Fund	2,921,828	125,000	-	-			3,046,828
487	CFD 2022-3 Ritter Redemption	51,330	53,870	3,000	-			102,200
525	Debt Svc-PFA	2,325,045	5,168,680	5,168,510	-			2,325,215
580	OPEB Fiduciary Trust Funds	4,903,656	325,000	350,000	-			4,878,656
710	Palmdale Community Foundation	215,879	53,000	121,430	-			147,449
730	AD 88-1 10Th St West Redemption	334,479	5,000	-	-			339,479
732	AD 90-2 7Th St West Redemption	(107,919)	3,000	-	-			(104,919)
733	AD 87-1 Rancho Vista Rdmpt Fund	146,698	2,000	-	-			148,698
734	CFD 03-1 Anaverde Redemption	2,064,027	1,553,000	1,532,320	-			2,084,707
735	CFD 2005-1 Redemption Fund	1,921,236	1,127,400	978,830	-			2,069,806
736	CFD 91-1 Sierra Gateway Redempt	(107,145)	88,660	71,590	-			(90,075)
737	AD 91-2 52Nd St West Redemption	25,151	500	-	-			25,651
738	CFD 93-1 Ritter Ranch Rdmpt Fnd	208,671	15,000	34,050	-			189,621
739	AD 2006-01 Godde Hill Rdmp Fd	526,989	156,480	141,310	-			542,159
740	CFD 16-1 Joshua Ranch Wtr Rdmp	2,771,819	886,070	863,400	-			2,794,489
741	CFD 2022-2 Ritter Ranch Improv	86,364	131,610	11,080	-			206,894
	Total	**448,473,241**	**571,373,680**	**417,894,310**	**229,884,880**	**62,082,230**	**35,000,000**	**274,985,501**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
REVENUES-ALL FUNDS

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
60	PROPERTY TAXES	102,619,000	-	102,619,000	44,732,977	102,619,000	-	0.00%
61	SALES & USE TAXES	88,509,840	-	88,509,840	36,234,624	88,509,840	-	0.00%
62	OTHER TAXES	9,214,850	-	9,214,850	5,082,100	9,214,850	-	0.00%
63	TRANSIENT OCC TAX	5,302,310	-	5,302,310	2,216,015	5,302,310	-	0.00%
64	FRANCHISE FEES	9,278,100	-	9,278,100	6,410,662	9,798,100	520,000	5.60%
65	GRANTS	27,211,050	109,095,160	136,306,210	11,406,499	160,626,720	24,320,510	17.84%
66	DEVELOPER CONTRIB	50,000	-	50,000	-	50,000	-	0.00%
67	COUNTY CONTRIB	972,450	6,341,720	7,314,170	2,007,185	7,364,170	50,000	0.68%
68	STATE CONTRIBUTIONS	1,000	-	1,000	-	1,000	-	0.00%
69	OTHER AGENCY CONTRIB	279,000	3,837,310	4,116,310	737,269	4,106,310	(10,000)	-0.24%
71	USE OF PROPERTY	19,327,350	-	19,327,350	14,748,170	19,539,010	211,660	1.10%
75	PARK DEVELOPMENT FEE	1,500,000	-	1,500,000	234,313	1,500,000	-	0.00%
76	DRAINAGE FEES	900,000	-	900,000	486,644	900,000	-	0.00%
77	SEWER UPGRADE FEES	2,200	-	2,200	-	2,200	-	0.00%
78	TRAFFIC IMPACT FEES	850,000	-	850,000	537,116	850,000	-	0.00%
79	FACILITY IMPACT FEE	1,200,000	-	1,200,000	289,042	1,200,000	-	0.00%
80	LICENSES AND PERMITS	5,574,040	-	5,574,040	3,402,638	5,575,440	1,400	0.03%
81	CHRGS FOR SERVICES	75,462,670	-	75,462,670	38,635,384	75,566,070	103,400	0.14%
82	DEV CHRGS FOR SVCS	3,515,850	-	3,515,850	1,768,930	3,637,850	122,000	3.47%
83	FINES & FORFEITURES	1,614,950	-	1,614,950	407,998	1,321,030	(293,920)	-18.20%
84	SPECIAL ASSESSMENTS	28,633,500	-	28,633,500	10,335,970	25,635,900	(2,997,600)	-10.47%
90	OTHER - REVENUE	14,630,800	-	14,630,800	5,555,021	20,369,830	5,739,030	39.23%
98	TRANSFERS IN	25,403,870	-	25,403,870	-	27,684,050	2,280,180	8.98%
Grand Total		**422,052,830**	**119,274,190**	**541,327,020**	**185,228,558**	**571,373,680**	**30,046,660**	**5.55%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
REVENUES-GENERAL FUND

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg
60	PROPERTY TAXES	33,386,390	-	33,386,390	5,790,930.70	33,386,390	-
61	SALES & USE TAXES	51,382,740	-	51,382,740	18,852,883.14	51,382,740	-
63	TRANSIENT OCC TAX	5,302,310	-	5,302,310	2,216,014.67	5,302,310	-
64	FRANCHISE FEES	9,178,100	-	9,178,100	6,331,116.60	9,728,100	550,000
69	OTHER AGENCY CONTRIB	50,000	-	50,000	352,500.00	50,000	-
71	USE OF PROPERTY	3,552,630	-	3,552,630	1,190,360.36	3,557,630	5,000
80	LICENSES AND PERMITS	5,460,440	-	5,460,440	3,324,969.86	5,460,440	-
81	CHRGS FOR SERVICES	1,388,830	-	1,388,830	1,060,893.55	1,492,130	103,300
82	DEV CHRGS FOR SVCS	3,265,850	-	3,265,850	1,633,219.00	3,387,850	122,000
83	FINES & FORFEITURES	1,290,750	-	1,290,750	161,680.06	965,750	(325,000)
90	OTHER - REVENUE	13,302,000	-	13,302,000	4,807,448.92	18,727,000	5,425,000
98	TRANSFERS IN	12,730,240	-	12,730,240	0.00	13,021,830	291,590
Grand Total		**140,290,280**	**-**	**140,290,280**	**45,722,016.86**	**146,462,170**	**6,171,890**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
REVENUES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
3. CITY MANAGER								
COMMUNICATIONS	FRANCHISE FEES	100,000	-	100,000	79,545	70,000	(30,000)	-30.00%
COMMUNICATIONS Total		**100,000**	**-**	**100,000**	**79,545**	**70,000**	**(30,000)**	**-30.00%**
3. CITY MANAGER Total		**100,000**	**-**	**100,000**	**79,545**	**70,000**	**(30,000)**	**-30.00%**
4. OPERATIONS								
AMERICAN RESCUE PLAN ACT	GRANTS	-	1,400,340	1,400,340	11,566,473	11,566,470	10,166,130	725.98%
	USE OF PROPERTY	-	-	-	335,078	-	-	0.00%
	OTHER - REVENUE	-	-	-	8,500	8,500	8,500	0.00%
AMERICAN RESCUE PLAN ACT Total		**-**	**1,400,340**	**1,400,340**	**11,910,051**	**11,574,970**	**10,174,630**	**726.58%**
ASSESSMENT DIST / CFD	USE OF PROPERTY	20,140	-	20,140	-	193,500	173,360	860.77%
	SPECIAL ASSESSMENTS	6,848,120	-	6,848,120	1,392,200	3,850,120	(2,998,000)	-43.78%
ASSESSMENT DIST / CFD Total		**6,868,260**	**-**	**6,868,260**	**1,392,200**	**4,043,620**	**(2,824,640)**	**-41.13%**
EIFD	PROPERTY TAXES	350,000	-	350,000	277,615	350,000	-	0.00%
EIFD Total		**350,000**	**-**	**350,000**	**277,615**	**350,000**	**-**	**0.00%**
FINANCE	PROPERTY TAXES	33,386,390	-	33,386,390	5,790,931	33,386,390	-	0.00%
	SALES & USE TAXES	74,950,740	-	74,950,740	28,269,748	74,950,740	-	0.00%
	TRANSIENT OCC TAX	5,302,310	-	5,302,310	2,216,015	5,302,310	-	0.00%
	FRANCHISE FEES	9,178,100	-	9,178,100	6,331,117	9,728,100	550,000	5.99%
	OTHER AGENCY CONTRIB	269,000	-	269,000	737,269	269,000	-	0.00%
	USE OF PROPERTY	6,042,080	-	6,042,080	996,489	6,052,080	10,000	0.17%
	CHRGS FOR SERVICES	180	-	180	-	180	-	0.00%
	DEV CHRGS FOR SVCS	185,000	-	185,000	-	185,000	-	0.00%
	FINES & FORFEITURES	623,750	-	623,750	218,529	623,750	-	0.00%
	SPECIAL ASSESSMENTS	3,203,200	-	3,203,200	1,309,242	3,203,200	-	0.00%
	OTHER - REVENUE	2,747,000	-	2,747,000	3,479,902	2,747,000	-	0.00%
	TRANSFERS IN	8,723,950	-	8,723,950	-	9,015,540	291,590	3.34%
FINANCE Total		**144,611,700**	**-**	**144,611,700**	**49,349,241**	**145,463,290**	**851,590**	**0.59%**
GENERAL CITY	USE OF PROPERTY	2,001,550	-	2,001,550	-	2,001,550	-	0.00%
	OTHER - REVENUE	305,000	-	305,000	81,333	305,000	-	0.00%
	TRANSFERS IN	3,367,130	-	3,367,130	-	3,367,130	-	0.00%
GENERAL CITY Total		**5,673,680**	**-**	**5,673,680**	**81,333**	**5,673,680**	**-**	**0.00%**
HUMAN RESOURCES	CHRGS FOR SERVICES	3,000	-	3,000	-	3,000	-	0.00%
	OTHER - REVENUE	404,000	-	404,000	239,830	404,000	-	0.00%
HUMAN RESOURCES Total		**407,000**	**-**	**407,000**	**239,830**	**407,000**	**-**	**0.00%**
INFORMATION TECHNOLOGY	TRANSFERS IN	5,489,130	-	5,489,130	-	5,489,130	-	0.00%
INFORMATION TECHNOLOGY Total		**5,489,130**	**-**	**5,489,130**	**-**	**5,489,130**	**-**	**0.00%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
REVENUES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
PALMDALE COMMUNITY FOUNDATION	CHRGS FOR SERVICES	-	-	-	12	100	100	0.00%
	OTHER - REVENUE	-	-	-	50,334	52,900	52,900	0.00%
PALMDALE COMMUNITY FOUNDATION Total		**-**	**-**	**-**	**50,346**	**53,000**	**53,000**	**0.00%**
RISK MANAGEMENT	OTHER - REVENUE	1,000,000	-	1,000,000	946,169	6,450,000	5,450,000	545.00%
	TRANSFERS IN	4,630,340	-	4,630,340	-	4,630,340	-	0.00%
RISK MANAGEMENT Total		**5,630,340**	**-**	**5,630,340**	**946,169**	**11,080,340**	**5,450,000**	**96.80%**
SUCCESSOR AGENCY	PROPERTY TAXES	68,652,610	-	68,652,610	38,369,639	68,652,610	-	0.00%
	USE OF PROPERTY	2,000	-	2,000	-	35,300	33,300	1665.00%
SUCCESSOR AGENCY Total		**68,654,610**	**-**	**68,654,610**	**38,369,639**	**68,687,910**	**33,300**	**0.05%**
4. OPERATIONS Total		**237,684,720**	**1,400,340**	**239,085,060**	**102,616,423**	**252,822,940**	**13,737,880**	**5.75%**
5. ECONOMIC & COMMUNITY DEVELOPMENT								
ADMIN - ECONOMIC DEVELOPMENT	OTHER - REVENUE	50,000	-	50,000	50,000	50,000	-	0.00%
ADMIN - ECONOMIC DEVELOPMENT Total		**50,000**	**-**	**50,000**	**50,000**	**50,000**	**-**	**0.00%**
BUILDING AND SAFETY	LICENSES AND PERMITS	4,504,000	-	4,504,000	2,842,674	4,504,000	-	0.00%
	CHRGS FOR SERVICES	200,000	-	200,000	63,734	200,000	-	0.00%
	DEV CHRGS FOR SVCS	65,000	-	65,000	53,718	65,000	-	0.00%
BUILDING AND SAFETY Total		**4,769,000**	**-**	**4,769,000**	**2,960,125**	**4,769,000**	**-**	**0.00%**
ECONOMIC DEVELOPMENT	USE OF PROPERTY	5,000	-	5,000	-	-	(5,000)	-100.00%
	LICENSES AND PERMITS	4,500	-	4,500	645	4,500	-	0.00%
	OTHER - REVENUE	9,065,000	-	9,065,000	20,000	9,040,000	(25,000)	-0.28%
ECONOMIC DEVELOPMENT Total		**9,074,500**	**-**	**9,074,500**	**20,645**	**9,044,500**	**(30,000)**	**-0.33%**
PLANNING	LICENSES AND PERMITS	700,440	-	700,440	364,250	700,440	-	0.00%
	CHRGS FOR SERVICES	19,150	-	19,150	9,738	19,150	-	0.00%
	DEV CHRGS FOR SVCS	531,000	-	531,000	499,692	653,000	122,000	22.98%
	OTHER - REVENUE	10,000	-	10,000	10,003	10,000	-	0.00%
PLANNING Total		**1,260,590**	**-**	**1,260,590**	**883,683**	**1,382,590**	**122,000**	**9.68%**
5. ECONOMIC & COMMUNITY DEVELOPMENT Total		**15,154,090**	**-**	**15,154,090**	**3,914,453**	**15,246,090**	**92,000**	**0.61%**
6. HOUSING								
AFFORDABLE HOUSING	GRANTS	10,019,410	6,412,710	16,432,120	171,420	18,840,700	2,408,580	14.66%
	COUNTY CONTRIB	-	822,450	822,450	-	951,310	128,860	15.67%
	USE OF PROPERTY	10,335,780	-	10,335,780	12,938,248	10,335,780	-	0.00%
	CHRGS FOR SERVICES	227,940	-	227,940	32,515	227,940	-	0.00%
	OTHER - REVENUE	350,000	-	350,000	-	350,000	-	0.00%
AFFORDABLE HOUSING Total		**20,933,130**	**7,235,160**	**28,168,290**	**13,142,183**	**30,705,730**	**2,537,440**	**9.01%**
CDBG	GRANTS	2,332,910	509,190	2,842,100	816,822	4,175,050	1,332,950	46.90%
	USE OF PROPERTY	-	-	-	10,051	-	-	0.00%
CDBG Total		**2,332,910**	**509,190**	**2,842,100**	**826,874**	**4,175,050**	**1,332,950**	**46.90%**
HOUSING ADMIN	GRANTS	4,264,410	(4,264,410)	-	-	-	-	0.00%
	COUNTY CONTRIB	822,450	(693,590)	128,860	-	-	(128,860)	-100.00%
HOUSING ADMIN Total		**5,086,860**	**(4,958,000)**	**128,860**	**-**	**-**	**(128,860)**	**-100.00%**
6. HOUSING Total		**28,352,900**	**2,786,350**	**31,139,250**	**13,969,056**	**34,880,780**	**3,741,530**	**12.02%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
REVENUES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
7. PUBLIC SAFETY								
PUBLIC SAFETY	GRANTS	763,170	-	763,170	480,967	745,610	(17,560)	-2.30%
	LICENSES AND PERMITS	181,500	-	181,500	82,580	181,500	-	0.00%
	CHRGS FOR SERVICES	111,000	-	111,000	48,314	116,000	5,000	4.50%
	FINES & FORFEITURES	960,000	-	960,000	159,903	635,000	(325,000)	-33.85%
	OTHER - REVENUE	2,500	-	2,500	1,820	2,500	-	0.00%
PUBLIC SAFETY Total		**2,018,170**	**-**	**2,018,170**	**773,582**	**1,680,610**	**(337,560)**	**-16.73%**
7. PUBLIC SAFETY Total		**2,018,170**	**-**	**2,018,170**	**773,582**	**1,680,610**	**(337,560)**	**-16.73%**
8. PARKS & RECREATION								
COMMUNITY PROGRAMS	GRANTS	50,000	-	50,000	-	50,000	-	0.00%
COMMUNITY PROGRAMS Total		**50,000**	**-**	**50,000**	**-**	**50,000**	**-**	**0.00%**
EVENTS & CULTURE	USE OF PROPERTY	160,800	-	160,800	23,955	160,800	-	0.00%
	CHRGS FOR SERVICES	401,000	-	401,000	472,402	499,300	98,300	24.51%
	DEV CHRGS FOR SVCS	250,000	-	250,000	135,711	250,000	-	0.00%
	OTHER - REVENUE	-	-	-	4,379	-	-	0.00%
EVENTS & CULTURE Total		**811,800**	**-**	**811,800**	**636,448**	**910,100**	**98,300**	**12.11%**
LIBRARY	USE OF PROPERTY	7,000	-	7,000	2,468	7,000	-	0.00%
	OTHER - REVENUE	129,500	-	129,500	72,197	129,500	-	0.00%
LIBRARY Total		**136,500**	**-**	**136,500**	**74,666**	**136,500**	**-**	**0.00%**
PARKS & FACILITIES	GRANTS	-	2,000,000	2,000,000	-	2,000,000	-	0.00%
	COUNTY CONTRIB	-	5,837,860	5,837,860	-	5,837,860	-	0.00%
	USE OF PROPERTY	378,000	-	378,000	217,855	378,000	-	0.00%
	PARK DEVELOPMENT FEE	1,500,000	-	1,500,000	234,313	1,500,000	-	0.00%
	CHRGS FOR SERVICES	1,810,000	-	1,810,000	874,411	1,810,000	-	0.00%
	OTHER - REVENUE	80,000	-	80,000	37,199	80,000	-	0.00%
	TRANSFERS IN	520,000	-	520,000	-	520,000	-	0.00%
PARKS & FACILITIES Total		**4,288,000**	**7,837,860**	**12,125,860**	**1,363,779**	**12,125,860**	**-**	**0.00%**
RECREATION SERVICES	OTHER AGENCY CONTRIB	10,000	-	10,000	-	-	(10,000)	-100.00%
	USE OF PROPERTY	345,000	-	345,000	204,466	345,000	-	0.00%
	CHRGS FOR SERVICES	611,000	-	611,000	433,294	611,000	-	0.00%
RECREATION SERVICES Total		**966,000**	**-**	**966,000**	**637,760**	**956,000**	**(10,000)**	**-1.04%**
8. PARKS & RECREATION Total		**6,252,300**	**7,837,860**	**14,090,160**	**2,712,652**	**14,178,460**	**88,300**	**0.63%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
REVENUES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
9. PUBLIC WORKS								
ENGINEERING	PROPERTY TAXES	230,000	(230,000)	-	294,792	-	-	0.00%
	DEVELOPER CONTRIB	20,000	(20,000)	-	-	-	-	0.00%
	COUNTY CONTRIB	150,000	(150,000)	-	81,736	50,000	50,000	0.00%
	USE OF PROPERTY	30,000	-	30,000	19,560	30,000	-	0.00%
	DRAINAGE FEES	900,000	-	900,000	486,644	900,000	-	0.00%
	TRAFFIC IMPACT FEES	850,000	-	850,000	537,116	850,000	-	0.00%
	LICENSES AND PERMITS	70,000	-	70,000	34,822	70,000	-	0.00%
	CHRGS FOR SERVICES	33,800	-	33,800	25,620	33,800	-	0.00%
	DEV CHRGS FOR SVCS	2,484,850	-	2,484,850	1,079,809	2,484,850	-	0.00%
	FINES & FORFEITURES	20,200	(20,200)	-	27,789	20,630	20,630	0.00%
	SPECIAL ASSESSMENTS	5,069,660	(5,069,660)	-	2,277,836	400	400	0.00%
	OTHER - REVENUE	400	-	400	20	400	-	0.00%
ENGINEERING Total		**9,858,910**	**(5,489,860)**	**4,369,050**	**4,865,745**	**4,440,080**	**71,030**	**1.63%**
ENVIRONMENTAL	GRANTS	686,110	-	686,110	5,000	686,110	-	0.00%
	CHRGS FOR SERVICES	399,270	-	399,270	-	399,270	-	0.00%
	OTHER - REVENUE	211,060	-	211,060	3,758	211,060	-	0.00%
ENVIRONMENTAL Total		**1,296,440**	**-**	**1,296,440**	**8,758**	**1,296,440**	**-**	**0.00%**
MAINTENANCE	PROPERTY TAXES	-	230,000	230,000	-	230,000	-	0.00%
	DEVELOPER CONTRIB	30,000	20,000	50,000	-	50,000	-	0.00%
	COUNTY CONTRIB	-	150,000	150,000	-	150,000	-	0.00%
	STATE CONTRIBUTIONS	1,000	-	1,000	-	1,000	-	0.00%
	SEWER UPGRADE FEES	2,200	-	2,200	-	2,200	-	0.00%
	LICENSES AND PERMITS	113,600	-	113,600	77,668	115,000	1,400	1.23%
	CHRGS FOR SERVICES	801,000	-	801,000	686,665	801,000	-	0.00%
	FINES & FORFEITURES	11,000	20,200	31,200	1,777	41,650	10,450	33.49%
	SPECIAL ASSESSMENTS	13,512,520	5,069,660	18,582,180	5,356,693	18,582,180	-	0.00%
	OTHER - REVENUE	79,300	-	79,300	59,395	106,500	27,200	34.30%
	TRANSFERS IN	2,673,320	-	2,673,320	-	4,661,910	1,988,590	74.39%
MAINTENANCE Total		**17,223,940**	**5,489,860**	**22,713,800**	**6,182,198**	**24,741,440**	**2,027,640**	**8.93%**
PALMDALE CCA	CHRGS FOR SERVICES	70,843,630	-	70,843,630	35,987,243	70,843,630	-	0.00%
	OTHER - REVENUE	187,040	-	187,040	230,918	187,040	-	0.00%
PALMDALE CCA Total		**71,030,670**	**-**	**71,030,670**	**36,218,161**	**71,030,670**	**-**	**0.00%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
REVENUES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
PUBLIC WORKS - ADMINISTRATION	SALES & USE TAXES	13,559,100	-	13,559,100	7,964,876	13,559,100	-	0.00%
	OTHER TAXES	9,214,850	-	9,214,850	5,082,100	9,214,850	-	0.00%
	GRANTS	9,095,040	103,037,330	112,132,370	(1,634,182)	122,562,780	10,430,410	9.30%
	COUNTY CONTRIB	-	375,000	375,000	1,925,449	375,000	-	0.00%
	OTHER AGENCY CONTRIB	-	3,837,310	3,837,310	-	3,837,310	-	0.00%
	FACILITY IMPACT FEE	1,200,000	-	1,200,000	289,042	1,200,000	-	0.00%
	CHRGS FOR SERVICES	1,700	-	1,700	1,436	1,700	-	0.00%
	OTHER - REVENUE	10,000	-	10,000	259,263	235,430	225,430	2254.30%
PUBLIC WORKS - ADMINISTRATION Total		**33,080,690**	**107,249,640**	**140,330,330**	**13,887,985**	**150,986,170**	**10,655,840**	**7.59%**
9. PUBLIC WORKS Total		**132,490,650**	**107,249,640**	**239,740,290**	**61,162,846**	**252,494,800**	**12,754,510**	**5.32%**
Grand Total		**422,052,830**	**119,274,190**	**541,327,020**	**185,228,558**	**571,373,680**	**30,046,660**	**5.55%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
EXPENDITURES-ALL FUNDS

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg
10	SALARIES	38,078,240	(71,240)	38,007,000	21,076,863	38,214,810	207,810
11	BENEFITS	18,497,960	-	18,497,960	9,388,683	18,465,880	(32,080)
15	ORG DEVELOPMENT	1,117,860	79,030	1,196,890	408,439	1,189,560	(7,330)
20	OPERATING EXP	32,339,050	1,735,520	34,074,570	15,526,493	40,282,020	6,207,450
21	CONTRACT SERVICES	116,540,300	3,312,800	119,853,100	51,628,831	120,881,450	1,028,350
22	SOFTWARE	3,250,290	-	3,250,290	1,690,983	3,580,910	330,620
23	CAPITAL OUTLAY	799,030	115,650	914,680	284,433	935,250	20,570
24	COUNTY CONTRACTS	39,040,690	175,470	39,216,160	18,582,232	39,481,290	265,130
25	UTILITIES	9,472,150	(64,640)	9,407,510	4,019,485	9,646,660	239,150
26	PROGRAM EXP	8,653,640	12,973,190	21,626,830	300,179	22,572,610	945,780
30	INTER-GOV SHARING	59,525,000	-	59,525,000	29,054,887	59,525,000	-
40	CAPITAL	15,254,730	4,127,590	19,382,320	912,494	9,172,320	(10,210,000)
50	DEBT SERVICE	26,141,340	-	26,141,340	13,592,035	26,262,450	121,110
59	TRANSFERS OUT	25,403,910	(800)	25,403,110	-	27,684,100	2,280,990
Grand Total		**394,114,190**	**22,382,570**	**416,496,760**	**166,466,035**	**417,894,310**	**1,397,550**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
EXPENDITURES-GENERAL FUND

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg
10	SALARIES	22,374,990	(47,210)	22,327,780	12,440,191	22,393,910	66,130
11	BENEFITS	10,656,700	-	10,656,700	5,288,935	10,619,720	(36,980)
15	ORG DEVELOPMENT	826,900	43,830	870,730	307,812	863,400	(7,330)
20	OPERATING EXP	13,467,410	(82,060)	13,385,350	12,138,554	18,746,650	5,361,300
21	CONTRACT SERVICES	25,450,430	1,186,330	26,636,760	11,217,501	26,422,310	(214,450)
22	SOFTWARE	5,000	-	5,000	2,364	5,000	-
23	CAPITAL OUTLAY	270,980	110,980	381,960	131,743	395,460	13,500
24	COUNTY CONTRACTS	29,824,840	(1,310)	29,823,530	14,004,032	30,143,530	320,000
25	UTILITIES	3,112,580	360	3,112,940	1,516,880	3,230,940	118,000
26	PROGRAM EXP	-	200,000	200,000	480	200,000	-
40	CAPITAL	13,695,400	2,026,800	15,722,200	1,519,623	15,517,200	(205,000)
50	DEBT SERVICE	4,006,700	-	4,006,700	1,890,414	4,006,700	-
59	TRANSFERS OUT	13,508,740	-	13,508,740	-	13,849,490	340,750
Grand Total		**137,200,670**	**3,437,720**	**140,638,390**	**60,458,529**	**146,394,310**	**5,755,920**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
OPERATING EXPENDITURES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
1. CITY COUNCIL								
CITY COUNCIL	SALARIES	220,400	-	220,400	114,992	220,400	-	0.00%
	BENEFITS	196,280	-	196,280	87,120	196,280	-	0.00%
	ORG DEVELOPMENT	54,500	-	54,500	27,948	84,500	30,000	55.05%
	OPERATING EXP	77,800	-	77,800	28,039	77,800	-	0.00%
	CAPITAL OUTLAY	1,000	-	1,000	-	1,000	-	0.00%
	UTILITIES	4,700	-	4,700	2,358	4,700	-	0.00%
	TRANSFERS OUT	90,590	-	90,590	-	90,590	-	0.00%
CITY COUNCIL Total		**645,270**	**-**	**645,270**	**260,458**	**675,270**	**30,000**	**4.65%**
1. CITY COUNCIL Total		**645,270**	**-**	**645,270**	**260,458**	**675,270**	**30,000**	**4.65%**
2. CITY ATTORNEY								
CITY ATTORNEY	BENEFITS	500	-	500	-	500	-	0.00%
	ORG DEVELOPMENT	4,500	-	4,500	(704)	3,500	(1,000)	-22.22%
	OPERATING EXP	2,000	-	2,000	47	2,000	-	0.00%
	CONTRACT SERVICES	2,501,500	-	2,501,500	1,483,796	2,301,500	(200,000)	-8.00%
	CAPITAL OUTLAY	1,000	-	1,000	-	1,000	-	0.00%
	UTILITIES	500	-	500	-	500	-	0.00%
	TRANSFERS OUT	108,700	-	108,700	-	108,700	-	0.00%
CITY ATTORNEY Total		**2,618,700**	**-**	**2,618,700**	**1,483,138**	**2,417,700**	**(201,000)**	**-7.68%**
2. CITY ATTORNEY Total		**2,618,700**	**-**	**2,618,700**	**1,483,138**	**2,417,700**	**(201,000)**	**-7.68%**
3. CITY MANAGER								
CITY CLERK	SALARIES	515,400	-	515,400	353,060	515,400	-	0.00%
	BENEFITS	223,900	-	223,900	148,997	223,900	-	0.00%
	ORG DEVELOPMENT	40,900	-	40,900	8,817	40,900	-	0.00%
	OPERATING EXP	17,480	-	17,480	3,565	18,030	550	3.15%
	CONTRACT SERVICES	43,920	9,600	53,520	8,303	53,520	-	0.00%
	CAPITAL OUTLAY	1,500	-	1,500	-	1,500	-	0.00%
	UTILITIES	500	-	500	-	500	-	0.00%
	TRANSFERS OUT	199,280	-	199,280	-	199,280	-	0.00%
CITY CLERK Total		**1,042,880**	**9,600**	**1,052,480**	**522,742**	**1,053,030**	**550**	**0.05%**
CITY MANAGER	SALARIES	1,338,830	-	1,338,830	897,188	1,338,830	-	0.00%
	BENEFITS	595,240	-	595,240	454,006	595,240	-	0.00%
	ORG DEVELOPMENT	119,510	-	119,510	56,453	113,510	(6,000)	-5.02%
	OPERATING EXP	2,241,500	-	2,241,500	20,127	2,241,500	-	0.00%
	CONTRACT SERVICES	136,000	2,250	138,250	30,543	138,250	-	0.00%
	CAPITAL OUTLAY	50,000	44,160	94,160	-	94,160	-	0.00%
	UTILITIES	1,920	-	1,920	609	1,920	-	0.00%
	TRANSFERS OUT	114,500	-	114,500	-	116,640	2,140	1.87%
CITY MANAGER Total		**4,597,500**	**46,410**	**4,643,910**	**1,458,926**	**4,640,050**	**(3,860)**	**-0.08%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
OPERATING EXPENDITURES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
COMMUNICATIONS	SALARIES	265,060	-	265,060	140,206	265,060	-	0.00%
	BENEFITS	136,310	-	136,310	63,599	135,830	(480)	-0.35%
	ORG DEVELOPMENT	23,000	-	23,000	5,901	23,000	-	0.00%
	OPERATING EXP	3,000	-	3,000	374	3,000	-	0.00%
	CONTRACT SERVICES	2,470,000	-	2,470,000	813,503	2,475,000	5,000	0.20%
	CAPITAL OUTLAY	2,000	-	2,000	-	5,500	3,500	175.00%
	UTILITIES	600	-	600	-	600	-	0.00%
	CAPITAL	350,000	-	350,000	-	-	(350,000)	-100.00%
	TRANSFERS OUT	108,700	-	108,700	-	108,700	-	0.00%
COMMUNICATIONS Total		**3,358,670**	**-**	**3,358,670**	**1,023,583**	**3,016,690**	**(341,980)**	**-10.18%**
LEGISLATIVE AFFAIRS	SALARIES	190,820	-	190,820	66,673	190,820	-	0.00%
	BENEFITS	99,850	-	99,850	28,843	99,850	-	0.00%
	ORG DEVELOPMENT	13,350	-	13,350	4,305	13,520	170	1.27%
	CONTRACT SERVICES	451,200	130,100	581,300	198,600	379,200	(202,100)	-34.77%
LEGISLATIVE AFFAIRS Total		**755,220**	**130,100**	**885,320**	**298,421**	**683,390**	**(201,930)**	**-22.81%**
RECORDS MANAGEMENT	SALARIES	98,940	-	98,940	81,168	98,940	-	0.00%
	BENEFITS	10,300	-	10,300	1,711	10,300	-	0.00%
	ORG DEVELOPMENT	3,000	-	3,000	-	3,000	-	0.00%
	OPERATING EXP	8,700	(2,500)	6,200	1,005	6,200	-	0.00%
	CONTRACT SERVICES	85,150	7,500	92,650	10,052	97,850	5,200	5.61%
	CAPITAL OUTLAY	1,000	-	1,000	-	1,000	-	0.00%
	UTILITIES	15,130	-	15,130	5,979	15,630	500	3.30%
RECORDS MANAGEMENT Total		**222,220**	**5,000**	**227,220**	**99,915**	**232,920**	**5,700**	**2.51%**
3. CITY MANAGER Total		**9,976,490**	**191,110**	**10,167,600**	**3,403,588**	**9,626,080**	**(541,520)**	**-5.33%**
4. OPERATIONS								
AMERICAN RESCUE PLAN ACT	OPERATING EXP	-	1,380,790	1,380,790	257,219	1,850,820	470,030	34.04%
	CONTRACT SERVICES	-	107,970	107,970	75,804	107,970	-	0.00%
	CAPITAL OUTLAY	-	4,670	4,670	-	4,730	60	1.28%
AMERICAN RESCUE PLAN ACT Total		**-**	**1,493,430**	**1,493,430**	**333,023**	**1,963,520**	**470,090**	**31.48%**
ASSESSMENT DIST / CFD	CONTRACT SERVICES	1,159,770	800	1,160,570	132,572	1,128,570	(32,000)	-2.76%
	DEBT SERVICE	2,352,760	-	2,352,760	1,502,661	2,352,760	-	0.00%
	TRANSFERS OUT	235,350	(800)	234,550	-	176,940	(57,610)	-24.56%
ASSESSMENT DIST / CFD Total		**3,747,880**	**-**	**3,747,880**	**1,635,233**	**3,658,270**	**(89,610)**	**-2.39%**
EIFD	OPERATING EXP	50,000	-	50,000	19,018	50,000	-	0.00%
EIFD Total		**50,000**	**-**	**50,000**	**19,018**	**50,000**	**-**	**0.00%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
OPERATING EXPENDITURES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
FINANCE	SALARIES	1,671,090	(20,000)	1,651,090	923,980	1,651,090	-	0.00%
	BENEFITS	846,150	-	846,150	448,421	846,150	-	0.00%
	ORG DEVELOPMENT	54,720	-	54,720	16,548	53,720	(1,000)	-1.83%
	OPERATING EXP	248,500	(2,000)	246,500	28,271	248,500	2,000	0.81%
	CONTRACT SERVICES	640,450	20,000	660,450	159,704	733,950	73,500	11.13%
	CAPITAL OUTLAY	12,000	2,000	14,000	10,696	14,000	-	0.00%
	UTILITIES	2,000	-	2,000	379	2,000	-	0.00%
	DEBT SERVICE	172,700	-	172,700	-	172,700	-	0.00%
	TRANSFERS OUT	4,952,410	-	4,952,410	-	4,952,410	-	0.00%
FINANCE Total		**8,600,020**	**-**	**8,600,020**	**1,587,999**	**8,674,520**	**74,500**	**0.87%**
GENERAL CITY	SALARIES	(420,000)	-	(420,000)	46,149	(320,000)	100,000	-23.81%
	BENEFITS	1,293,000	-	1,293,000	18,218	1,293,000	-	0.00%
	ORG DEVELOPMENT	150,000	42,330	192,330	60,848	162,330	(30,000)	-15.60%
	OPERATING EXP	1,418,000	(14,700)	1,403,300	223,389	1,223,300	(180,000)	-12.83%
	CONTRACT SERVICES	712,700	266,430	979,130	229,206	878,630	(100,500)	-10.26%
	UTILITIES	76,500	-	76,500	39,587	76,500	-	0.00%
	CAPITAL	12,100,000	-	12,100,000	15,063	140,000	(11,960,000)	-98.84%
	DEBT SERVICE	9,138,910	-	9,138,910	3,458,307	9,138,910	-	0.00%
	TRANSFERS OUT	8,583,010	-	8,583,010	-	8,583,010	-	0.00%
GENERAL CITY Total		**33,052,120**	**294,060**	**33,346,180**	**4,090,768**	**21,175,680**	**(12,170,500)**	**-36.50%**
HUMAN RESOURCES	SALARIES	867,530	(27,210)	840,320	487,318	840,320	-	0.00%
	BENEFITS	482,320	-	482,320	220,477	482,320	-	0.00%
	ORG DEVELOPMENT	43,500	-	43,500	11,709	43,500	-	0.00%
	OPERATING EXP	2,046,000	(20,000)	2,026,000	818,130	2,026,000	-	0.00%
	CONTRACT SERVICES	1,384,700	72,210	1,456,910	1,138,931	1,456,910	-	0.00%
	CAPITAL OUTLAY	17,780	15,800	33,580	12,066	33,580	-	0.00%
	UTILITIES	-	-	-	940	-	-	0.00%
	TRANSFERS OUT	126,810	-	126,810	-	126,810	-	0.00%
HUMAN RESOURCES Total		**4,968,640**	**40,800**	**5,009,440**	**2,689,571**	**5,009,440**	**-**	**0.00%**
INFORMATION TECHNOLOGY	SALARIES	927,980	(24,030)	903,950	562,730	903,950	-	0.00%
	BENEFITS	447,670	-	447,670	264,746	447,670	-	0.00%
	ORG DEVELOPMENT	17,000	-	17,000	11,259	17,000	-	0.00%
	OPERATING EXP	15,000	-	15,000	3,201	15,000	-	0.00%
	CONTRACT SERVICES	119,000	24,030	143,030	96,081	143,030	-	0.00%
	SOFTWARE	3,245,290	-	3,245,290	1,688,619	3,575,910	330,620	10.19%
	CAPITAL OUTLAY	210,000	-	210,000	103,741	210,000	-	0.00%
	UTILITIES	112,000	-	112,000	49,906	112,000	-	0.00%
	CAPITAL	929,930	110,000	1,039,930	627,024	1,489,930	450,000	43.27%
INFORMATION TECHNOLOGY Total		**6,023,870**	**110,000**	**6,133,870**	**3,407,305**	**6,914,490**	**780,620**	**12.73%**
PALMDALE COMMUNITY FOUNDATION	OPERATING EXP	-	-	-	47,030	121,430	121,430	0.00%
PALMDALE COMMUNITY FOUNDATION Total		**-**	**-**	**-**	**47,030**	**121,430**	**121,430**	**0.00%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
OPERATING EXPENDITURES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
RISK MANAGEMENT	SALARIES	343,340	-	343,340	198,878	343,340	-	0.00%
	BENEFITS	181,710	-	181,710	78,118	181,710	-	0.00%
	ORG DEVELOPMENT	11,500	-	11,500	504	11,500	-	0.00%
	OPERATING EXP	5,338,830	(360)	5,338,470	9,486,840	10,788,470	5,450,000	102.09%
	CONTRACT SERVICES	1,233,250	-	1,233,250	213,818	1,233,250	-	0.00%
	CAPITAL OUTLAY	1,500	-	1,500	-	1,500	-	0.00%
	UTILITIES	-	360	360	160	360	-	0.00%
RISK MANAGEMENT Total		**7,110,130**	**-**	**7,110,130**	**9,978,317**	**12,560,130**	**5,450,000**	**76.65%**
SUCCESSOR AGENCY	OPERATING EXP	200	-	200	-	200	-	0.00%
	CONTRACT SERVICES	1,151,800	-	1,151,800	1,230,254	1,415,400	263,600	22.89%
	UTILITIES	104,450	-	104,450	10,297	111,500	7,050	6.75%
	PROGRAM EXP	365,000	-	365,000	-	365,000	-	0.00%
	INTER-GOV SHARING	59,525,000	-	59,525,000	29,054,887	59,525,000	-	0.00%
	DEBT SERVICE	10,828,670	-	10,828,670	6,921,030	10,949,780	121,110	1.12%
	TRANSFERS OUT	283,460	-	283,460	-	633,460	350,000	123.47%
SUCCESSOR AGENCY Total		**72,258,580**	**-**	**72,258,580**	**37,216,468**	**73,000,340**	**741,760**	**1.03%**
4. OPERATIONS Total		**135,811,240**	**1,938,290**	**137,749,530**	**61,004,733**	**133,127,820**	**(4,621,710)**	**-3.36%**
5. ECONOMIC & COMMUNITY DEVELOPMENT								
ADMIN - ECONOMIC DEVELOPMENT	SALARIES	553,770	-	553,770	268,726	553,770	-	0.00%
	BENEFITS	243,290	-	243,290	124,405	243,290	-	0.00%
	ORG DEVELOPMENT	14,500	-	14,500	6,893	14,500	-	0.00%
	OPERATING EXP	75,000	(67,500)	7,500	4,276	7,500	-	0.00%
	CONTRACT SERVICES	55,630	-	55,630	16,920	55,630	-	0.00%
	UTILITIES	1,300	-	1,300	491	1,300	-	0.00%
	TRANSFERS OUT	235,510	-	235,510	-	235,510	-	0.00%
ADMIN - ECONOMIC DEVELOPMENT Total		**1,179,000**	**(67,500)**	**1,111,500**	**421,712**	**1,111,500**	**-**	**0.00%**
BUILDING AND SAFETY	SALARIES	2,043,050	-	2,043,050	1,083,928	2,043,050	-	0.00%
	BENEFITS	1,059,550	-	1,059,550	516,142	1,059,550	-	0.00%
	ORG DEVELOPMENT	42,700	-	42,700	15,735	42,700	-	0.00%
	OPERATING EXP	19,000	-	19,000	1,541	19,000	-	0.00%
	CONTRACT SERVICES	750,750	100,260	851,010	283,430	851,010	-	0.00%
	CAPITAL OUTLAY	4,000	-	4,000	369	4,000	-	0.00%
	UTILITIES	7,140	-	7,140	3,753	7,140	-	0.00%
	TRANSFERS OUT	359,400	-	359,400	-	385,120	25,720	7.16%
BUILDING AND SAFETY Total		**4,285,590**	**100,260**	**4,385,850**	**1,904,899**	**4,411,570**	**25,720**	**0.59%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
OPERATING EXPENDITURES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
ECONOMIC DEVELOPMENT	SALARIES	474,710	-	474,710	196,894	399,710	(75,000)	-15.80%
	BENEFITS	193,520	-	193,520	85,147	152,520	(41,000)	-21.19%
	ORG DEVELOPMENT	38,420	-	38,420	15,076	38,420	-	0.00%
	OPERATING EXP	1,995,260	136,380	2,131,640	704,438	2,046,640	(85,000)	-3.99%
	CONTRACT SERVICES	789,000	163,340	952,340	287,748	952,340	-	0.00%
	CAPITAL OUTLAY	1,500	-	1,500	-	1,500	-	0.00%
	UTILITIES	22,950	-	22,950	11,552	22,950	-	0.00%
	TRANSFERS OUT	108,700	-	108,700	-	108,700	-	0.00%
ECONOMIC DEVELOPMENT Total		**3,624,060**	**299,720**	**3,923,780**	**1,300,856**	**3,722,780**	**(201,000)**	**-5.12%**
PLANNING	SALARIES	1,233,100	-	1,233,100	713,046	1,233,100	-	0.00%
	BENEFITS	629,170	-	629,170	337,834	629,170	-	0.00%
	ORG DEVELOPMENT	21,920	-	21,920	8,654	21,920	-	0.00%
	OPERATING EXP	17,500	-	17,500	7,720	17,500	-	0.00%
	CONTRACT SERVICES	328,200	-	328,200	41,741	328,200	-	0.00%
	CAPITAL OUTLAY	3,000	-	3,000	-	3,000	-	0.00%
	UTILITIES	-	-	-	230	-	-	0.00%
	TRANSFERS OUT	217,390	-	217,390	-	217,390	-	0.00%
PLANNING Total		**2,450,280**	**-**	**2,450,280**	**1,109,226**	**2,450,280**	**-**	**0.00%**
5. ECONOMIC & COMMUNITY DEVELOPMENT Total		**11,538,930**	**332,480**	**11,871,410**	**4,736,692**	**11,696,130**	**(175,280)**	**-1.48%**
6. HOUSING								
AFFORDABLE HOUSING	SALARIES	933,830	-	933,830	529,933	933,830	-	0.00%
	BENEFITS	467,060	-	467,060	242,193	467,060	-	0.00%
	ORG DEVELOPMENT	31,200	-	31,200	10,229	31,700	500	1.60%
	OPERATING EXP	2,739,870	4,464,920	7,204,790	147,810	7,573,590	368,800	5.12%
	CONTRACT SERVICES	5,323,350	689,560	6,012,910	1,267,222	6,173,130	160,220	2.66%
	CAPITAL OUTLAY	25,950	-	25,950	3,286	25,950	-	0.00%
	UTILITIES	1,561,220	-	1,561,220	466,730	1,561,320	100	0.01%
	PROGRAM EXP	6,948,550	12,521,000	19,469,550	300,179	20,415,330	945,780	4.86%
	CAPITAL	435,000	1,000,000	1,435,000	23,164	1,435,000	-	0.00%
	DEBT SERVICE	2,274,990	-	2,274,990	450,110	2,274,990	-	0.00%
	TRANSFERS OUT	706,520	-	706,520	-	706,520	-	0.00%
AFFORDABLE HOUSING Total		**21,447,540**	**18,675,480**	**40,123,020**	**3,440,856**	**41,598,420**	**1,475,400**	**3.68%**
CDBG	SALARIES	112,660	-	112,660	166,687	187,660	75,000	66.57%
	BENEFITS	21,500	-	21,500	11,160	21,500	-	0.00%
	ORG DEVELOPMENT	7,500	-	7,500	100	7,500	-	0.00%
	OPERATING EXP	227,700	23,180	250,880	18,054	98,520	(152,360)	-60.73%
	CONTRACT SERVICES	85,500	33,820	119,320	48,160	119,320	-	0.00%
	CAPITAL OUTLAY	100	-	100	-	100	-	0.00%
	PROGRAM EXP	1,340,090	452,190	1,792,280	-	1,792,280	-	0.00%
	DEBT SERVICE	373,040	-	373,040	373,038	373,040	-	0.00%
CDBG Total		**2,168,090**	**509,190**	**2,677,280**	**617,198**	**2,599,920**	**(77,360)**	**-2.89%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
OPERATING EXPENDITURES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
HOUSING ADMIN	SALARIES	-	-	-	69	-	-	0.00%
	BENEFITS	-	-	-	24	-	-	0.00%
	OPERATING EXP	4,264,410	(4,264,410)	-	2,488	-	-	0.00%
	CONTRACT SERVICES	822,450	(693,590)	128,860	68,944	-	(128,860)	-100.00%
	UTILITIES	-	-	-	6,136	-	-	0.00%
HOUSING ADMIN Total		**5,086,860**	**(4,958,000)**	**128,860**	**77,661**	**-**	**(128,860)**	**-100.00%**
6. HOUSING Total		**28,702,490**	**14,226,670**	**42,929,160**	**4,135,715**	**44,198,340**	**1,269,180**	**2.96%**
7. PUBLIC SAFETY								
PUBLIC SAFETY	SALARIES	3,285,940	-	3,285,940	1,514,762	3,285,940	-	0.00%
	BENEFITS	1,827,230	-	1,827,230	775,357	1,828,030	800	0.04%
	ORG DEVELOPMENT	36,000	-	36,000	18,090	36,000	-	0.00%
	OPERATING EXP	576,000	-	576,000	336,379	649,000	73,000	12.67%
	CONTRACT SERVICES	3,006,680	294,320	3,301,000	1,401,467	3,306,000	5,000	0.15%
	CAPITAL OUTLAY	7,500	-	7,500	7,701	7,500	-	0.00%
	COUNTY CONTRACTS	39,040,690	175,470	39,216,160	18,582,232	39,481,290	265,130	0.68%
	UTILITIES	35,000	-	35,000	12,410	35,000	-	0.00%
	TRANSFERS OUT	189,510	-	189,510	-	259,580	70,070	36.97%
PUBLIC SAFETY Total		**48,004,550**	**469,790**	**48,474,340**	**22,648,397**	**48,888,340**	**414,000**	**0.85%**
7. PUBLIC SAFETY Total		**48,004,550**	**469,790**	**48,474,340**	**22,648,397**	**48,888,340**	**414,000**	**0.85%**
8. PARKS & RECREATION								
COMMUNITY PROGRAMS	SALARIES	546,710	-	546,710	223,200	496,710	(50,000)	-9.15%
	BENEFITS	212,240	-	212,240	118,715	212,240	-	0.00%
	ORG DEVELOPMENT	10,350	-	10,350	-	10,350	-	0.00%
	OPERATING EXP	261,500	-	261,500	48,648	236,500	(25,000)	-9.56%
	CONTRACT SERVICES	4,500	-	4,500	1,327	4,500	-	0.00%
	UTILITIES	7,300	-	7,300	8,348	25,300	18,000	246.58%
COMMUNITY PROGRAMS Total		**1,042,600**	**-**	**1,042,600**	**400,238**	**985,600**	**(57,000)**	**-5.47%**
EVENTS & CULTURE	SALARIES	1,868,780	-	1,868,780	1,017,029	1,880,900	12,120	0.65%
	BENEFITS	446,770	-	446,770	281,689	446,770	-	0.00%
	ORG DEVELOPMENT	14,100	-	14,100	7,245	14,100	-	0.00%
	OPERATING EXP	1,493,700	-	1,493,700	785,044	1,662,450	168,750	11.30%
	CONTRACT SERVICES	2,484,500	28,000	2,512,500	1,787,763	2,733,750	221,250	8.81%
	SOFTWARE	5,000	-	5,000	2,364	5,000	-	0.00%
	CAPITAL OUTLAY	50,900	-	50,900	29,895	60,900	10,000	19.65%
	UTILITIES	122,750	-	122,750	39,623	122,750	-	0.00%
	CAPITAL	30,000	-	30,000	-	45,000	15,000	50.00%
EVENTS & CULTURE Total		**6,516,500**	**28,000**	**6,544,500**	**3,950,653**	**6,971,620**	**427,120**	**6.53%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
OPERATING EXPENDITURES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
LIBRARY	SALARIES	5,500	-	5,500	7,996	8,000	2,500	45.45%
	BENEFITS	-	-	-	251	-	-	0.00%
	OPERATING EXP	376,000	-	376,000	170,578	376,000	-	0.00%
	CONTRACT SERVICES	1,270,140	-	1,270,140	878,284	1,333,040	62,900	4.95%
	CAPITAL OUTLAY	5,000	-	5,000	3,922	5,000	-	0.00%
	UTILITIES	60,600	-	60,600	40,789	60,600	-	0.00%
	TRANSFERS OUT	217,390	-	217,390	-	217,390	-	0.00%
LIBRARY Total		**1,934,630**	**-**	**1,934,630**	**1,101,820**	**2,000,030**	**65,400**	**3.38%**
PARKS & FACILITIES	SALARIES	3,023,440	-	3,023,440	1,790,108	3,094,900	71,460	2.36%
	BENEFITS	1,018,750	-	1,018,750	584,297	1,018,750	-	0.00%
	ORG DEVELOPMENT	39,460	-	39,460	5,744	39,460	-	0.00%
	OPERATING EXP	638,100	25,000	663,100	266,714	713,100	50,000	7.54%
	CONTRACT SERVICES	622,600	534,000	1,156,600	650,454	1,156,600	-	0.00%
	CAPITAL OUTLAY	221,000	-	221,000	32,019	221,000	-	0.00%
	UTILITIES	533,150	-	533,150	247,809	533,150	-	0.00%
	CAPITAL	419,300	1,960,000	2,379,300	192,861	2,504,300	125,000	5.25%
	TRANSFERS OUT	1,284,140	-	1,284,140	-	1,350,370	66,230	5.16%
PARKS & FACILITIES Total		**7,799,940**	**2,519,000**	**10,318,940**	**3,770,006**	**10,631,630**	**312,690**	**3.03%**
RECREATION SERVICES	SALARIES	2,811,490	-	2,811,490	1,563,794	2,870,020	58,530	2.08%
	BENEFITS	322,060	-	322,060	255,876	322,060	-	0.00%
	ORG DEVELOPMENT	18,930	-	18,930	4,037	18,930	-	0.00%
	OPERATING EXP	280,940	-	280,940	118,769	274,690	(6,250)	-2.22%
	CONTRACT SERVICES	245,000	62,000	307,000	113,058	307,000	-	0.00%
	CAPITAL OUTLAY	24,850	49,020	73,870	61,681	73,870	-	0.00%
	UTILITIES	104,180	-	104,180	43,154	104,180	-	0.00%
RECREATION SERVICES Total		**3,807,450**	**111,020**	**3,918,470**	**2,160,368**	**3,970,750**	**52,280**	**1.33%**
EMERGENCY MANAGEMENT	SALARIES	157,000	-	157,000	94,576	157,000	-	0.00%
	BENEFITS	82,280	-	82,280	49,177	82,280	-	0.00%
	ORG DEVELOPMENT	10,800	-	10,800	422	10,800	-	0.00%
	OPERATING EXP	31,500	-	31,500	14,693	31,500	-	0.00%
	CONTRACT SERVICES	10,800	-	10,800	50	40,800	30,000	277.78%
	CAPITAL OUTLAY	8,400	-	8,400	-	8,400	-	0.00%
	UTILITIES	2,000	-	2,000	196	2,000	-	0.00%
EMERGENCY MANAGEMENT Total		**302,780**	**-**	**302,780**	**159,115**	**332,780**	**30,000**	**9.91%**
8. PARKS & RECREATION Total		**21,403,900**	**2,658,020**	**24,061,920**	**11,542,201**	**24,892,410**	**830,490**	**3.45%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
OPERATING EXPENDITURES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
9. PUBLIC WORKS								
ENGINEERING	SALARIES	2,716,440	-	2,716,440	959,718	2,716,440	-	0.00%
	BENEFITS	1,456,230	(8,750)	1,447,480	464,278	1,447,480	-	0.00%
	ORG DEVELOPMENT	63,520	(27,520)	36,000	12,450	36,000	-	0.00%
	OPERATING EXP	585,010	(514,020)	70,990	(1,378)	70,990	-	0.00%
	CONTRACT SERVICES	1,990,330	(652,630)	1,337,700	206,434	1,337,700	-	0.00%
	CAPITAL OUTLAY	16,200	-	16,200	-	16,200	-	0.00%
	UTILITIES	2,156,600	(2,133,450)	23,150	762,826	23,150	-	0.00%
	DEBT SERVICE	963,970	(963,970)	-	-	-	-	0.00%
	TRANSFERS OUT	1,123,610	(806,650)	316,960	-	191,100	(125,860)	-39.71%
ENGINEERING Total		**11,071,910**	**(5,106,990)**	**5,964,920**	**2,404,328**	**5,839,060**	**(125,860)**	**-2.11%**
ENVIRONMENTAL	SALARIES	393,980	-	393,980	162,321	393,980	-	0.00%
	BENEFITS	205,450	-	205,450	85,494	205,450	-	0.00%
	ORG DEVELOPMENT	14,580	-	14,580	7,021	14,580	-	0.00%
	OPERATING EXP	5,000	-	5,000	600	13,000	8,000	160.00%
	CONTRACT SERVICES	1,110,710	-	1,110,710	234,612	1,112,710	2,000	0.18%
	CAPITAL OUTLAY	-	-	-	-	7,010	7,010	0.00%
	UTILITIES	500	-	500	687	1,000	500	100.00%
ENVIRONMENTAL Total		**1,730,220**	**-**	**1,730,220**	**490,735**	**1,747,730**	**17,510**	**1.01%**
MAINTENANCE	SALARIES	10,553,400	-	10,553,400	6,179,990	10,566,600	13,200	0.13%
	BENEFITS	6,077,640	8,750	6,086,390	3,317,591	6,094,990	8,600	0.14%
	ORG DEVELOPMENT	190,200	36,220	226,420	74,125	226,420	-	0.00%
	OPERATING EXP	6,419,300	590,740	7,010,040	1,957,382	6,953,540	(56,500)	-0.81%
	CONTRACT SERVICES	14,802,890	2,140,830	16,943,720	6,438,696	17,806,860	863,140	5.09%
	CAPITAL OUTLAY	121,600	-	121,600	19,058	121,600	-	0.00%
	UTILITIES	4,535,300	2,068,450	6,603,750	2,263,233	6,816,750	213,000	3.23%
	CAPITAL	990,500	1,057,590	2,048,090	54,382	3,558,090	1,510,000	73.73%
	DEBT SERVICE	26,100	963,970	990,070	886,889	990,070	-	0.00%
	TRANSFERS OUT	6,147,340	806,650	6,953,990	-	8,900,000	1,946,010	27.98%
MAINTENANCE Total		**49,864,270**	**7,673,200**	**57,537,470**	**21,191,346**	**62,034,920**	**4,497,450**	**7.82%**
PALMDALE CCA	SALARIES	164,990	-	164,990	91,409	164,990	-	0.00%
	BENEFITS	85,410	-	85,410	44,459	85,410	-	0.00%
	ORG DEVELOPMENT	25,000	-	25,000	2,802	25,000	-	0.00%
	OPERATING EXP	855,250	-	855,250	700	855,250	-	0.00%
	CONTRACT SERVICES	69,207,830	-	69,207,830	31,973,899	69,207,830	-	0.00%
	CAPITAL OUTLAY	5,250	-	5,250	-	5,250	-	0.00%
PALMDALE CCA Total		**70,343,730**	**-**	**70,343,730**	**32,113,269**	**70,343,730**	**-**	**0.00%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
OPERATING EXPENDITURES-ALL FUNDS BY DEPARTMENT/DIVISION

	Category	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
PUBLIC WORKS - ADMINISTRATION	SALARIES	1,180,060	-	1,180,060	640,331	1,180,060	-	0.00%
	BENEFITS	(363,420)	-	(363,420)	280,338	(363,420)	-	0.00%
	ORG DEVELOPMENT	3,200	28,000	31,200	16,228	31,200	-	0.00%
	OPERATING EXP	11,000	-	11,000	5,779	11,000	-	0.00%
	CONTRACT SERVICES	1,540,000	(28,000)	1,512,000	107,456	1,512,000	-	0.00%
	CAPITAL OUTLAY	6,000	-	6,000	-	6,000	-	0.00%
	UTILITIES	3,860	-	3,860	1,302	3,860	-	0.00%
	DEBT SERVICE	10,200	-	10,200	-	10,200	-	0.00%
	TRANSFERS OUT	11,590	-	11,590	-	15,880	4,290	37.01%
PUBLIC WORKS - ADMINISTRATION Total		**2,402,490**	**-**	**2,402,490**	**1,051,434**	**2,406,780**	**4,290**	**0.18%**
9. PUBLIC WORKS Total		**135,412,620**	**2,566,210**	**137,978,830**	**57,251,113**	**142,372,220**	**4,393,390**	**3.18%**
Grand Total		**394,114,190**	**22,382,570**	**416,496,760**	**166,466,035**	**417,894,310**	**1,397,550**	**0.34%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
MEASURE AV FUND

	Description	2026 Adopted Budget	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
1. Revenue							
	REVENUE	24,068,000	24,068,000	9,416,864	24,068,000	-	0.00%
Total		**24,068,000**	**24,068,000**	**9,416,864**	**24,068,000**	**-**	**0.00%**
2. Expenditure							
A. Public Safety	EMERGENCY MANAGEMENT	240,080	240,080	143,911	240,080	-	0.00%
	MAV COMMUNITY COMPLIANCE	10,009,400	10,009,400	5,401,103	10,043,600	34,200	0.34%
A. Public Safety Total		**10,249,480**	**10,249,480**	**5,545,014**	**10,283,680**	**34,200**	**0.33%**
B. Beautification/Infrastructure/CIP	PARK MAINTENANCE MAV	-	8,000	67,576	8,000	-	0.00%
	COMMUNITY PRESERVATION	2,361,830	2,361,830	974,807	2,365,330	3,500	0.15%
	CITY FACILITIES	58,000	335,620	172,790	335,620	-	0.00%
	CITY WIDE SECURITY	-	355,740	31,091	355,740	-	0.00%
	HAMMACK CNT DEMO	-	128,570	10,775	128,570	-	0.00%
	CHIMBOLE/LIBRARY/CITY HALL IMP	-	376,870	-	1,526,850	1,149,980	305.14%
	PUB FACILITY ENERGY EFFICIENCY	-	3,000,870	766,830	3,000,870	-	0.00%
	BATTERY STORAGE MCADAM	-	118,050	-	118,050	-	0.00%
	SAM YELLEN PARK	-	1,290,570	592,924	1,290,570	-	0.00%
	MK PARK SWIM DECK	-	-	16,362	-	-	0.00%
	SPORTS FIELD MAINTENANCE	1,009,410	1,322,360	165,513	1,322,360	-	0.00%
	BOTW SNACK BAR	-	482,450	414,018	482,450	-	0.00%
	MCADAM PARK RENOV	7,225,000	10,156,560	306,210	10,156,560	-	0.00%
	COURSON REVITALIZATION	2,056,900	2,356,900	-	2,356,900	-	0.00%
	MK PARK POOL ENCLOSURE	-	702,530	-	702,530	-	0.00%
	MCADAM CULTURAL ART	-	150,000	-	150,000	-	0.00%
	DRYTOWN DROPSLIDE	-	1,149,980	7,920	1,149,980	-	0.00%
	PARKING ENF/SIGNAGE/SWEEPING	-	29,670	27,648	29,670	-	0.00%
B. Beautification/Infrastructure/CIP Total		**12,711,140**	**24,326,570**	**3,554,463**	**25,480,050**	**1,153,480**	**4.74%**
C. Community Programs	MAV ADMINISTRATION	1,175,000	1,175,000	-	1,175,000	-	0.00%
	MAV S.A.V.E.S.	429,340	429,340	52,330	422,340	(7,000)	-1.63%
	PARKS ADMIN MAV	30,000	30,000	14,184	30,000	-	0.00%
	SENIOR CENTER MAV	506,860	506,860	237,351	506,860	-	0.00%
	SPECIAL EVENTS MAV	1,184,720	1,184,720	787,466	1,480,730	296,010	24.99%
C. Community Programs Total		**3,325,920**	**3,325,920**	**1,091,331**	**3,614,930**	**289,010**	**8.69%**
D. Economic Development	MAV ECON DEV	1,815,000	1,951,380	649,968	1,916,380	(35,000)	-1.79%
D. Economic Development Total		**1,815,000**	**1,951,380**	**649,968**	**1,916,380**	**(35,000)**	**-1.79%**
E. Administrative Costs	MAV ADMINISTRATION	10,000	10,000	-	10,000	-	0.00%
	MAV ADMINISTRATION	98,000	98,000	61,450	98,000	-	0.00%
E. Administrative Costs Total		**108,000**	**108,000**	**61,450**	**108,000**	**-**	**0.00%**
Expenditure Total		**28,209,540**	**39,961,350**	**10,902,227**	**41,403,040**	**1,441,690**	**3.61%**
Surplus/(Deficit)		**(4,141,540)**	**(15,893,350)**		**(17,335,040)**		
Beginning Fund Balance		**22,822,645**	**22,822,645**		**22,822,645**		
Change in Fund Balance		**(4,141,540)**	**(15,893,350)**		**(17,335,040)**		
Ending Fund Balance - Before Reserves		**18,681,105**	**6,929,295**		**5,487,605**		
Reserve Requirement - 10%		**2,820,954**	**3,996,135**		**4,140,304**		
Ending Fund Balance - After Reserves		**15,860,151**	**2,933,160**		**1,347,301**		

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
CAPITAL IMPROVEMENT PROGRAM

CIP	Description	Fund	Fund Description	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
B0004	ADA COMPLIANCE	203	PROP A FUND	-	395,420	395,420	-	395,420	-	0.00%
		206	LOCAL TRANSP FUND ART 3	-	204,930	204,930	23,800	204,930	-	0.00%
		220	PARK DEVELOPMENT FUND	-	125,000	125,000	-	125,000	-	0.00%
B0004 Total				**-**	**725,350**	**725,350**	**23,800**	**725,350**	**-**	**0.00%**
B0013	ADA COMP-AVE Q 12/10TH-12TH E	214	PROP C LOCAL RETURN	-	55,800	55,800	-	55,800	-	0.00%
		280	CDBG FUND	-	65,760	65,760	3,840	65,760	-	0.00%
B0013 Total				**-**	**121,560**	**121,560**	**3,840**	**121,560**	**-**	**0.00%**
D0001	AMARGOSA DRAINAGE	222	AMARGOSA DRAINAGE FUND	-	20,000	20,000	-	20,000	-	0.00%
D0001 Total				**-**	**20,000**	**20,000**	**-**	**20,000**	**-**	**0.00%**
D0002	ANAVERDE DRAINAGE	223	ANAVERDE DRAINAGE FUND	-	20,000	20,000	-	20,000	-	0.00%
D0002 Total				**-**	**20,000**	**20,000**	**-**	**20,000**	**-**	**0.00%**
D0003	PORTAL RIDGE DRAINAGE	224	PORTAL RIDGE DRAINAGE FUND	-	20,000	20,000	-	20,000	-	0.00%
D0003 Total				**-**	**20,000**	**20,000**	**-**	**20,000**	**-**	**0.00%**
D0004	PEARLAND DRAINAGE	225	PEARLAND DRAINAGE FUND	-	19,620	19,620	2,048	19,620	-	0.00%
D0004 Total				**-**	**19,620**	**19,620**	**2,048**	**19,620**	**-**	**0.00%**
D0008	AMARGOSA CRK UPPER RECHG PROJ	156	PUBLIC ART FUND	-	90,000	90,000	-	90,000	-	0.00%
		211	MEASURE A LA COUNTY PARKS	-	915,680	915,680	304,859	915,680	-	0.00%
		222	AMARGOSA DRAINAGE FUND	300,000	202,920	502,920	13,031	502,920	-	0.00%
		223	ANAVERDE DRAINAGE FUND	-	296,920	296,920	-	296,920	-	0.00%
		224	PORTAL RIDGE DRAINAGE FUND	-	448,700	448,700	-	448,700	-	0.00%
		225	PEARLAND DRAINAGE FUND	-	944,200	944,200	25,596	944,200	-	0.00%
		226	LITTLEROCK DRAINAGE FUND	-	50,000	50,000	24,260	50,000	-	0.00%
		230	BIG ROCK DRAINAGE FUND	-	73,400	73,400	20,462	73,400	-	0.00%
D0008 Total				**300,000**	**3,021,820**	**3,321,820**	**388,208**	**3,321,820**	**-**	**0.00%**
D0118	PEARLAND DRAINAGE PLAN STUDY	225	PEARLAND DRAINAGE FUND	-	500,330	500,330	-	500,330	-	0.00%
D0118 Total				**-**	**500,330**	**500,330**	**-**	**500,330**	**-**	**0.00%**
D0119	OASIS PARK BASIN UPGRADE	225	PEARLAND DRAINAGE FUND	-	1,158,650	1,158,650	64,494	1,158,650	-	0.00%
D0119 Total				**-**	**1,158,650**	**1,158,650**	**64,494**	**1,158,650**	**-**	**0.00%**
D0120	40TH E/AVE R DRAINAGE IMPRV	225	PEARLAND DRAINAGE FUND	-	2,257,630	2,257,630	53,308	2,257,630	-	0.00%
D0120 Total				**-**	**2,257,630**	**2,257,630**	**53,308**	**2,257,630**	**-**	**0.00%**
D0171	DRNG IMPR 25 W OLIVE DR/AVE S	225	PEARLAND DRAINAGE FUND	-	500,000	500,000	-	500,000	-	0.00%
D0171 Total				**-**	**500,000**	**500,000**	**-**	**500,000**	**-**	**0.00%**
D0173	TS HILARY-BERNARDIN WALL RPR	225	PEARLAND DRAINAGE FUND	-	80,000	80,000	-	80,000	-	0.00%
D0173 Total				**-**	**80,000**	**80,000**	**-**	**80,000**	**-**	**0.00%**
F0010	CITY FACILITIES	101	GENERAL FUND	-	-	-	73	-	-	0.00%
		157	MEASURE AV	58,000	277,620	335,620	172,790	335,620	-	0.00%
		229	PUBLIC FACILITIES FUND	-	494,930	494,930	52,447	494,930	-	0.00%
		240	FEDERAL FUNDS FUND	-	1,211,610	1,211,610	652,554	1,211,610	-	0.00%
	CITY FACILITIES ARPA	158	AMERICAN RESCUE PLAN FUND	-	3,801,830	3,801,830	-	3,801,330	(500)	-0.01%
F0010 Total				**58,000**	**5,785,990**	**5,843,990**	**877,863**	**5,843,490**	**(500)**	**-0.01%**
F0028	PTC WAYFINDING SIGNAGE	203	PROP A FUND	50,000	3,200	53,200	-	100,000	46,800	87.97%
F0028 Total				**50,000**	**3,200**	**53,200**	**-**	**100,000**	**46,800**	**87.97%**
F0047	LIBRARY IMPROVEMENTS	241	STATE GRANTS FUND	-	273,000	273,000	-	273,000	-	0.00%
F0047 Total				**-**	**273,000**	**273,000**	**-**	**273,000**	**-**	**0.00%**
F0052	PLAYHOUSE HVAC UPGRADE	220	PARK DEVELOPMENT FUND	-	590	590	-	590	-	0.00%
		229	PUBLIC FACILITIES FUND	-	12,900	12,900	-	12,900	-	0.00%
F0052 Total				**-**	**13,490**	**13,490**	**-**	**13,490**	**-**	**0.00%**
F0060	PTC TRANSIT INFRSTR IMPR	209	MEASURE M FUND	-	1,659,330	1,659,330	-	1,659,330	-	0.00%
F0060 Total				**-**	**1,659,330**	**1,659,330**	**-**	**1,659,330**	**-**	**0.00%**
F0083	CITY WIDE SECURITY	157	MEASURE AV	-	355,740	355,740	31,091	355,740	-	0.00%
		203	PROP A FUND	-	294,080	294,080	-	294,080	-	0.00%
F0083 Total				**-**	**649,820**	**649,820**	**31,091**	**649,820**	**-**	**0.00%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
CAPITAL IMPROVEMENT PROGRAM

CIP	Description	Fund	Fund Description	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
F0121	CITY DEV SVCS ELEVATOR REPAIR	229	PUBLIC FACILITIES FUND	-	118,850	118,850	-	118,850	-	0.00%
F0121 Total				**-**	**118,850**	**118,850**	**-**	**118,850**	**-**	**0.00%**
F0148	OASIS REC CNTR ROOF	101	GENERAL FUND	-	200,000	200,000	-	-	(200,000)	-100.00%
F0148 Total				**-**	**200,000**	**200,000**	**-**	**-**	**(200,000)**	**-100.00%**
F0156	HAMMACK CNT DEMO	157	MEASURE AV	-	128,570	128,570	10,775	128,570	-	0.00%
F0156 Total				**-**	**128,570**	**128,570**	**10,775**	**128,570**	**-**	**0.00%**
F0161	CHIMBOLE/LIBRARY/CITY HALL IMP	101	GENERAL FUND	-	19,100	19,100	-	12,019,100	12,000,000	62827.23%
		157	MEASURE AV	-	376,870	376,870	-	1,526,850	1,149,980	305.14%
		158	AMERICAN RESCUE PLAN FUND	-	4,289,250	4,289,250	239,686	4,289,250	-	0.00%
F0161 Total				**-**	**4,685,220**	**4,685,220**	**239,686**	**17,835,200**	**13,149,980**	**280.67%**
F0164	FACILITIES REPAIR P&R BLDG	229	PUBLIC FACILITIES FUND	-	31,050	31,050	2,520	31,050	-	0.00%
F0164 Total				**-**	**31,050**	**31,050**	**2,520**	**31,050**	**-**	**0.00%**
F0178	SAVES TENANT IMPR	158	AMERICAN RESCUE PLAN FUND	-	1,435,520	1,435,520	250,836	1,435,520	-	0.00%
		280	CDBG FUND	-	-	-	-	1,000,000	1,000,000	0.00%
F0178 Total				**-**	**1,435,520**	**1,435,520**	**250,836**	**2,435,520**	**1,000,000**	**69.66%**
F0188	TV LINC	158	AMERICAN RESCUE PLAN FUND	-	600,000	600,000	-	-	(600,000)	-100.00%
F0188 Total				**-**	**600,000**	**600,000**	**-**	**-**	**(600,000)**	**-100.00%**
G0007	PAVEMENT MANAGEMENT PROGRAM	207	LOCAL TRANSP FUND ART 8	-	346,520	346,520	50,128	346,520	-	0.00%
		214	PROP C LOCAL RETURN	-	166,960	166,960	-	166,960	-	0.00%
G0007 Total				**-**	**513,480**	**513,480**	**50,128**	**513,480**	**-**	**0.00%**
G0026	PUBLIC WORKS SOFTWARE UPGRADE	201	GAS TAX FUND	-	105,320	105,320	4,000	105,320	-	0.00%
G0026 Total				**-**	**105,320**	**105,320**	**4,000**	**105,320**	**-**	**0.00%**
G0030	GENERAL PLAN UPDATE	101	GENERAL FUND	-	63,650	63,650	75	3,650	(60,000)	-94.27%
		241	STATE GRANTS FUND	-	68,760	68,760	-	68,760	-	0.00%
G0030 Total				**-**	**132,410**	**132,410**	**75**	**72,410**	**(60,000)**	**-45.31%**
G0095	PUB FAC ENERGY EFFICIENCY	158	AMERICAN RESCUE PLAN FUND	-	50,840	50,840	-	-	(50,840)	-100.00%
	PUB FACILITY ENERGY EFFICIENCY	157	MEASURE AV	-	3,000,870	3,000,870	766,830	3,000,870	-	0.00%
G0095 Total				**-**	**3,051,710**	**3,051,710**	**766,830**	**3,000,870**	**(50,840)**	**-1.67%**
G0096	BATTERY STORAGE MCADAM	157	MEASURE AV	-	118,050	118,050	-	118,050	-	0.00%
	BATTERY STORAGE PROJECT	205	AIR QUALITY IMPROVEMENT FUND	-	250,940	250,940	211,750	250,940	-	0.00%
G0096 Total				**-**	**368,990**	**368,990**	**211,750**	**368,990**	**-**	**0.00%**
G0157	DIGITAL EQUITY STUDY	241	STATE GRANTS FUND	-	254,930	254,930	66,212	254,930	-	0.00%
G0157 Total				**-**	**254,930**	**254,930**	**66,212**	**254,930**	**-**	**0.00%**
G0168	RECORD DIGITIZATION	158	AMERICAN RESCUE PLAN FUND	-	369,950	369,950	90,377	463,050	93,100	25.17%
G0168 Total				**-**	**369,950**	**369,950**	**90,377**	**463,050**	**93,100**	**25.17%**
G0172	DOT CHARGING FACILITY INFR	240	FEDERAL FUNDS FUND	-	1,844,000	1,844,000	-	1,844,000	-	0.00%
G0172 Total				**-**	**1,844,000**	**1,844,000**	**-**	**1,844,000**	**-**	**0.00%**
L0013	LMD DESIGN AND RENOVATION	251	LANDSCAPE MAINTENANCE FUND	-	206,280	206,280	-	206,280	-	0.00%
L0013 Total				**-**	**206,280**	**206,280**	**-**	**206,280**	**-**	**0.00%**
L0088	PALM BLVD/47TH LNDSCP	214	PROP C LOCAL RETURN	-	147,990	147,990	25,477	147,990	-	0.00%
L0088 Total				**-**	**147,990**	**147,990**	**25,477**	**147,990**	**-**	**0.00%**
L0193	LMD 24 BOLZ RANCH RD	251	LANDSCAPE MAINTENANCE FUND	287,120	-	287,120	-	287,120	-	0.00%
L0193 Total				**287,120**	**-**	**287,120**	**-**	**287,120**	**-**	**0.00%**
L0194	LMD 24 N8/BOLZ RANCH RD	251	LANDSCAPE MAINTENANCE FUND	298,630	-	298,630	-	298,630	-	0.00%
L0194 Total				**298,630**	**-**	**298,630**	**-**	**298,630**	**-**	**0.00%**
P0009	SAM YELLEN PARK	156	PUBLIC ART FUND	-	77,910	77,910	1,072	77,910	-	0.00%
		157	MEASURE AV	-	1,290,570	1,290,570	592,924	1,290,570	-	0.00%
		211	MEASURE A LA COUNTY PARKS	-	2,314,570	2,314,570	-	-	(2,314,570)	-100.00%
		220	PARK DEVELOPMENT FUND	-	555,650	555,650	549,987	555,650	-	0.00%
		241	STATE GRANTS FUND	-	260,000	260,000	260,000	260,000	-	0.00%
P0009 Total				**-**	**4,498,700**	**4,498,700**	**1,403,984**	**2,184,130**	**(2,314,570)**	**-51.45%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
CAPITAL IMPROVEMENT PROGRAM

CIP	Description	Fund	Fund Description	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
P0027	DRY TOWN WP-REFURBISHMENT	250	PARK ASSESSMENTS FUND	300,000	-	300,000	-	300,000	-	0.00%
P0027 Total				300,000	-	300,000	-	300,000	-	0.00%
P0042	COMMUNITY PUBLIC ART PROJECTS	156	PUBLIC ART FUND	-	8,870	8,870	-	8,870	-	0.00%
P0042 Total				-	8,870	8,870	-	8,870	-	0.00%
P0052	MARIE KERR PARK N RIDE	203	PROP A FUND	-	4,616,260	4,616,260	5,403	4,616,260	-	0.00%
		211	MEASURE A LA COUNTY PARKS	-	1,617,320	1,617,320	-	1,617,320	-	0.00%
		224	PORTAL RIDGE DRAINAGE FUND	-	1,000,000	1,000,000	-	1,000,000	-	0.00%
P0052 Total				-	7,233,580	7,233,580	5,403	7,233,580	-	0.00%
P0055	ARNIE QUINONES PARK	220	PARK DEVELOPMENT FUND	200,000	(25,000)	175,000	-	175,000	-	0.00%
P0055 Total				200,000	(25,000)	175,000	-	175,000	-	0.00%
P0105	MK PARK SWIM DECK	157	MEASURE AV	-	-	-	16,362	-	-	0.00%
		211	MEASURE A LA COUNTY PARKS	-	990,290	990,290	537,580	990,290	-	0.00%
P0105 Total				-	990,290	990,290	553,942	990,290	-	0.00%
P0109	SPORTS FIELD MAINTENANCE	157	MEASURE AV	1,009,410	312,950	1,322,360	165,513	1,322,360	-	0.00%
P0109 Total				1,009,410	312,950	1,322,360	165,513	1,322,360	-	0.00%
P0117	BOTW SNACK BAR	101	GENERAL FUND	-	270,200	270,200	175,286	270,200	-	0.00%
		157	MEASURE AV	-	482,450	482,450	414,018	482,450	-	0.00%
		158	AMERICAN RESCUE PLAN FUND	-	13,890	13,890	-	-	(13,890)	-100.00%
P0117 Total				-	766,540	766,540	589,304	752,650	(13,890)	-1.81%
P0130	MCADAM PARK RENO	242	MISC GRANT/DEVELOPER CONTRIB	200,000	275,000	475,000	-	475,000	-	0.00%
	MCADAM PARK RENOV	157	MEASURE AV	7,225,000	2,931,560	10,156,560	306,210	10,156,560	-	0.00%
		254	SEWER MAINT ASSESSMENT DIST	-	200,000	200,000	-	200,000	-	0.00%
P0130 Total				7,425,000	3,406,560	10,831,560	306,210	10,831,560	-	0.00%
P0131	COURSON REVITALIZATION	101	GENERAL FUND	-	150,000	150,000	-	150,000	-	0.00%
		157	MEASURE AV	2,056,900	300,000	2,356,900	-	2,356,900	-	0.00%
	COURSON REVITALIZATION GRNT	242	MISC GRANT/DEVELOPER CONTRIB	-	3,837,310	3,837,310	41,165	3,837,310	-	0.00%
P0131 Total				2,056,900	4,287,310	6,344,210	41,165	6,344,210	-	0.00%
P0140	MK PARK POOL ENCLOSURE	157	MEASURE AV	-	702,530	702,530	-	702,530	-	0.00%
P0140 Total				-	702,530	702,530	-	702,530	-	0.00%
P0144	BARREL SPRINGS TRL IMPR	242	MISC GRANT/DEVELOPER CONTRIB	-	100,000	100,000	-	100,000	-	0.00%
P0144 Total				-	100,000	100,000	-	100,000	-	0.00%
P0151	MCADAM CULTURAL ART	156	PUBLIC ART FUND	-	75,000	75,000	-	75,000	-	0.00%
		157	MEASURE AV	-	150,000	150,000	-	150,000	-	0.00%
		220	PARK DEVELOPMENT FUND	-	75,000	75,000	-	75,000	-	0.00%
P0151 Total				-	300,000	300,000	-	300,000	-	0.00%
P0172	PELONA VISTA P&R LIGHTING	203	PROP A FUND	-	93,040	93,040	-	93,040	-	0.00%
P0172 Total				-	93,040	93,040	-	93,040	-	0.00%
P0180	PLAYHOUSE INFR MAINT	220	PARK DEVELOPMENT FUND	-	275,000	275,000	94,406	275,000	-	0.00%
P0180 Total				-	275,000	275,000	94,406	275,000	-	0.00%
P0181	DT LITTLE MINER REFURB	300	WATER PARK	-	80,120	80,120	3,271	80,120	-	0.00%
P0181 Total				-	80,120	80,120	3,271	80,120	-	0.00%
P0182	DT PATHWAY LIGHTING RETROFIT	300	WATER PARK	-	316,040	316,040	-	316,040	-	0.00%
P0182 Total				-	316,040	316,040	-	316,040	-	0.00%
P0184	DT TWR B MECHANICAL REFURB	300	WATER PARK	-	156,380	156,380	-	156,380	-	0.00%
P0184 Total				-	156,380	156,380	-	156,380	-	0.00%
P0185	DT TWR B REPAIRS	300	WATER PARK	-	44,000	44,000	89	44,000	-	0.00%
P0185 Total				-	44,000	44,000	89	44,000	-	0.00%
P0190	ADA SIDEWALKS	280	CDBG FUND	-	649,690	649,690	339	649,690	-	0.00%
P0190 Total				-	649,690	649,690	339	649,690	-	0.00%
P0191	ADA PLAYGROUND IMPR	280	CDBG FUND	-	500,000	500,000	-	500,000	-	0.00%
P0191 Total				-	500,000	500,000	-	500,000	-	0.00%

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
CAPITAL IMPROVEMENT PROGRAM

CIP	Description	Fund	Fund Description	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
P0192	DRYTOWN DROPSLIDE	101	GENERAL FUND	1,500,000	1,323,850	2,823,850	1,326,177	2,823,850	-	0.00%
		157	MEASURE AV	-	1,149,980	1,149,980	7,920	1,149,980	-	0.00%
P0192 Total				**1,500,000**	**2,473,830**	**3,973,830**	**1,334,097**	**3,973,830**	**-**	**0.00%**
S0025	STREET RESURFACING PROGRAM	201	GAS TAX FUND	4,000,000	4,721,500	8,721,500	6,887,421	8,721,500	-	0.00%
		207	LOCAL TRANSP FUND ART 8	-	885,570	885,570	102,035	885,570	-	0.00%
		210	ROAD MAINT & REHAB ACCT FUND	6,000,000	9,270	6,009,270	1,497,411	6,009,270	-	0.00%
		214	PROP C LOCAL RETURN	3,000,000	452,400	3,452,400	1,676,917	3,452,400	-	0.00%
S0025 Total				**13,000,000**	**6,068,740**	**19,068,740**	**10,163,784**	**19,068,740**	**-**	**0.00%**
S0040	RANCHO VISTA GRADE SEP PH II	201	GAS TAX FUND	500,000	393,570	893,570	40,126	893,570	-	0.00%
		208	MEASURE R FUND	500,000	1,060	501,060	-	501,060	-	0.00%
S0040 Total				**1,000,000**	**394,630**	**1,394,630**	**40,126**	**1,394,630**	**-**	**0.00%**
S0044	NO CO FORUMITS EXPANSION	204	PROP C FUND	-	936,040	936,040	339,596	936,040	-	0.00%
	NO CO FORUM ITS EXPANSION	203	PROP A FUND	-	2,190,590	2,190,590	114,742	2,190,590	-	0.00%
S0044 Total				**-**	**3,126,630**	**3,126,630**	**454,339**	**3,126,630**	**-**	**0.00%**
S0049	SR 138 PALMDALE BLVD 5TH/10TH	208	MEASURE R FUND	-	19,442,630	19,442,630	205,642	19,442,630	-	0.00%
S0049 Total				**-**	**19,442,630**	**19,442,630**	**205,642**	**19,442,630**	**-**	**0.00%**
S0050	SR 138/10TH ST W INTERCHANGE	208	MEASURE R FUND	-	23,447,170	23,447,170	17,440	23,447,170	-	0.00%
S0050 Total				**-**	**23,447,170**	**23,447,170**	**17,440**	**23,447,170**	**-**	**0.00%**
S0051	SR 138/PLMDL BLVD SB 14 RAMP	208	MEASURE R FUND	-	22,549,870	22,549,870	7,539,129	22,549,870	-	0.00%
		209	MEASURE M FUND	-	1,156,200	1,156,200	855,175	1,156,200	-	0.00%
S0051 Total				**-**	**23,706,070**	**23,706,070**	**8,394,304**	**23,706,070**	**-**	**0.00%**
S0055	SR 138 AVE N OVERCROSSING	208	MEASURE R FUND	-	6,256,620	6,256,620	-	6,256,620	-	0.00%
S0055 Total				**-**	**6,256,620**	**6,256,620**	**-**	**6,256,620**	**-**	**0.00%**
S0058	AVE R COMPLETE STRT & SAFE RTS	201	GAS TAX FUND	-	376,170	376,170	368,063	376,170	-	0.00%
		207	LOCAL TRANSP FUND ART 8	-	98,560	98,560	6,643	98,560	-	0.00%
		240	FEDERAL FUNDS FUND	-	87,860	87,860	3,789	87,860	-	0.00%
S0058 Total				**-**	**562,590**	**562,590**	**378,495**	**562,590**	**-**	**0.00%**
S0061	AVENUE R ITS SIGNAL SYNC	203	PROP A FUND	-	583,980	583,980	68,985	583,980	-	0.00%
		204	PROP C FUND	-	2,880,170	2,880,170	-	2,880,170	-	0.00%
S0061 Total				**-**	**3,464,150**	**3,464,150**	**68,985**	**3,464,150**	**-**	**0.00%**
S0062	COUNTY PAVEMENT PROJ	207	LOCAL TRANSP FUND ART 8	-	242,990	242,990	40,577	242,990	-	0.00%
		210	ROAD MAINT & REHAB ACCT FUND	-	135,990	135,990	-	(226,740)	(362,730)	-266.73%
	COUNTY PAVEMENT PROJ CONTRIB	201	GAS TAX FUND	-	735,780	735,780	-	735,780	-	0.00%
		254	SEWER MAINT ASSESSMENT DIST	-	364,800	364,800	-	364,800	-	0.00%
	COUNTY PAVEMENT PROJECT	218	MEASURE R LOCAL RETURN	-	168,900	168,900	-	168,900	-	0.00%
		219	MEASURE M LOCAL RETURN	-	575,090	575,090	-	575,090	-	0.00%
S0062 Total				**-**	**2,223,550**	**2,223,550**	**40,577**	**1,860,820**	**(362,730)**	**-16.31%**
S0066	HSIP ROUNDABOUT @ S-8 & 40TH E	208	MEASURE R FUND	-	92,660	92,660	-	92,660	-	0.00%
		240	FEDERAL FUNDS FUND	-	72,050	72,050	-	72,050	-	0.00%
	S8 & 40TH EAST	218	MEASURE R LOCAL RETURN	-	915,150	915,150	159,044	915,150	-	0.00%
	S8 & 40TH EST	156	PUBLIC ART FUND	-	810	810	-	810	-	0.00%
S0066 Total				**-**	**1,080,670**	**1,080,670**	**159,044**	**1,080,670**	**-**	**0.00%**
S0067	CIVIC CENTER COMPLETE STREETS	201	GAS TAX FUND	-	251,400	251,400	-	251,400	-	0.00%
		218	MEASURE R LOCAL RETURN	-	304,950	304,950	23,170	304,950	-	0.00%
		219	MEASURE M LOCAL RETURN	-	149,630	149,630	27,928	149,630	-	0.00%
		241	STATE GRANTS FUND	-	282,800	282,800	52,921	282,800	-	0.00%
S0067 Total				**-**	**988,780**	**988,780**	**104,019**	**988,780**	**-**	**0.00%**
S0072	RV AND SIERRA AT GRADE SEP	204	PROP C FUND	-	1,272,290	1,272,290	-	1,272,290	-	0.00%
S0072 Total				**-**	**1,272,290**	**1,272,290**	**-**	**1,272,290**	**-**	**0.00%**
S0075	RV BLVD SH RR SAFETY CROSSING	240	FEDERAL FUNDS FUND	-	3,633,560	3,633,560	17,825	3,633,560	-	0.00%
S0075 Total				**-**	**3,633,560**	**3,633,560**	**17,825**	**3,633,560**	**-**	**0.00%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
CAPITAL IMPROVEMENT PROGRAM

CIP	Description	Fund	Fund Description	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
S0077	20TH STREET WEST BRIDGE	242	MISC GRANT/DEVELOPER CONTRIB	-	742,100	742,100	-	742,100	-	0.00%
S0077 Total				-	742,100	742,100	-	742,100	-	0.00%
S0125	AVE M SR14 TO 10TH PUB ART	218	MEASURE R LOCAL RETURN	-	255,000	255,000	-	255,000	-	0.00%
S0125 Total				-	255,000	255,000	-	255,000	-	0.00%
S0126	AVE M INTERCHG IMPRV	208	MEASURE R FUND	-	6,615,380	6,615,380	-	6,615,380	-	0.00%
S0126 Total				-	6,615,380	6,615,380	-	6,615,380	-	0.00%
S0142	AVE M GRADE SEPARATION	214	PROP C LOCAL RETURN	-	300,000	300,000	-	300,000	-	0.00%
		219	MEASURE M LOCAL RETURN	-	500,000	500,000	-	500,000	-	0.00%
		240	FEDERAL FUNDS FUND	-	1,500,000	1,500,000	-	1,500,000	-	0.00%
S0142 Total				-	2,300,000	2,300,000	-	2,300,000	-	0.00%
S0143	GUARDRAIL MAINTENANCE	201	GAS TAX FUND	-	3,720	3,720	-	3,720	-	0.00%
S0143 Total				-	3,720	3,720	-	3,720	-	0.00%
S0145	AVE R SH RR SAFETY CRS	240	FEDERAL FUNDS FUND	-	776,670	776,670	31,494	776,670	-	0.00%
S0145 Total				-	776,670	776,670	31,494	776,670	-	0.00%
S0146	SR138 PLMD BLVD SIDEWALK GAP C	209	MEASURE M FUND	-	550,000	550,000	-	550,000	-	0.00%
S0146 Total				-	550,000	550,000	-	550,000	-	0.00%
S0169	PARKING ENF/SIGNAGE/SWEEPING	157	MEASURE AV	-	29,670	29,670	27,648	29,670	-	0.00%
S0169 Total				-	29,670	29,670	27,648	29,670	-	0.00%
S0177	AVTA BUS STOPS	203	PROP A FUND	-	84,170	84,170	-	84,170	-	0.00%
S0177 Total				-	84,170	84,170	-	84,170	-	0.00%
S0186	PALMDALE BLVD ACQ	201	GAS TAX FUND	-	497,910	497,910	25,235	497,910	-	0.00%
S0186 Total				-	497,910	497,910	25,235	497,910	-	0.00%
S0187	AVE T DESIGN & ENVIRONMENTAL	210	ROAD MAINT & REHAB ACCT FUND	-	2,496,410	2,496,410	345,879	2,496,410	-	0.00%
S0187 Total				-	2,496,410	2,496,410	345,879	2,496,410	-	0.00%
T0006	TRAFFIC SIGNAL LEFT PHASING	221	TRAFFIC IMPACT FUND	-	100,000	100,000	-	100,000	-	0.00%
T0006 Total				-	100,000	100,000	-	100,000	-	0.00%
T0027	15 E/DR 138 INTERSCTN IMPR	214	PROP C LOCAL RETURN	120,000	-	120,000	-	120,000	-	0.00%
	15 E/SR 138 INTRSCTN IMPRVMT	204	PROP C FUND	-	148,190	148,190	-	148,190	-	0.00%
T0027 Total				120,000	148,190	268,190	-	268,190	-	0.00%
T0031	AVE R 45TH ST E TRAFFIC SIGNAL	221	TRAFFIC IMPACT FUND	-	139,400	139,400	-	139,400	-	0.00%
T0031 Total				-	139,400	139,400	-	139,400	-	0.00%
T0032	RVB & DIVISION ST TRAFFIC	210	ROAD MAINT & REHAB ACCT FUND	-	736,890	736,890	16,304	736,890	-	0.00%
T0032 Total				-	736,890	736,890	16,304	736,890	-	0.00%
T0127	TRAFFIC SIGNAL M & 20TH E	219	MEASURE M LOCAL RETURN	-	377,430	377,430	265,672	377,430	-	0.00%
T0127 Total				-	377,430	377,430	265,672	377,430	-	0.00%
T0129	RVB & ARMFIELD SIGNAL	210	ROAD MAINT & REHAB ACCT FUND	-	42,220	42,220	-	42,220	-	0.00%
T0129 Total				-	42,220	42,220	-	42,220	-	0.00%
T0163	CITYWIDE SIGNAL MOD	218	MEASURE R LOCAL RETURN	-	626,940	626,940	4,092	626,940	-	0.00%
		240	FEDERAL FUNDS FUND	-	5,781,970	5,781,970	40,423	5,781,970	-	0.00%
T0163 Total				-	6,408,910	6,408,910	44,515	6,408,910	-	0.00%
T0170	TECHNOLOGY DR & 3 ST E	210	ROAD MAINT & REHAB ACCT FUND	-	1,150,000	1,150,000	-	1,150,000	-	0.00%
T0170 Total				-	1,150,000	1,150,000	-	1,150,000	-	0.00%
U0001	STORM DRAIN UPGRADE	219	MEASURE M LOCAL RETURN	3,000,000	-	3,000,000	-	3,000,000	-	0.00%
		225	PEARLAND DRAINAGE FUND	1,200,000	859,610	2,059,610	142,704	2,059,610	-	0.00%
		228	SEWER UPGRADE FUND	-	421,900	421,900	150,174	421,900	-	0.00%
		254	SEWER MAINT ASSESSMENT DIST	-	2,700,000	2,700,000	-	2,700,000	-	0.00%
U0001 Total				4,200,000	3,981,510	8,181,510	292,879	8,181,510	-	0.00%
U0002	LIFT STATION ELIM SEWER REPAIR	254	SEWER MAINT ASSESSMENT DIST	-	1,929,920	1,929,920	-	1,929,920	-	0.00%
U0002 Total				-	1,929,920	1,929,920	-	1,929,920	-	0.00%

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
CAPITAL IMPROVEMENT PROGRAM

CIP	Description	Fund	Fund Description	2026 Adopted Budget	Multi-Year Carryforward	2026 Revised Budget	2026 YTD Actual	2026 Proposed Budget	$ Chg	% Chg
U0003	CITY WIDE SEWER REPAIRS	254	SEWER MAINT ASSESSMENT DIST	-	164,860	164,860	-	164,860	-	0.00%
U0003 Total				**-**	**164,860**	**164,860**	**-**	**164,860**	**-**	**0.00%**
U0134	FLEET MAINTENANCE BLDG	254	SEWER MAINT ASSESSMENT DIST	-	3,999,540	3,999,540	-	3,999,540	-	0.00%
U0134 Total				**-**	**3,999,540**	**3,999,540**	**-**	**3,999,540**	**-**	**0.00%**
Grand Total				**31,805,060**	**187,392,470**	**219,197,530**	**28,755,246**	**229,884,880**	**10,687,350**	**4.88%**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
PERSONNEL REQUESTS

Ref	Dept.	Position Title Requested	Status	FTE	Union (Y/N)	Range	Funding Source	Base Salary	Benefits	Annual Salary & Benefits Amount
New Position Requests										
1	Public Works	Maintenance Specialist	FT	1	Y	30	Landscape Maintenance Fund	78,920	51,298	130,220
2	Public Works	Maintenance Worker I/II	FT	1	Y	23	General Fund	56,976	37,034	94,010
		New Position Total		**6.0**				**135,896**	**88,332**	**224,230**

CITY OF PALMDALE
FY 2026 PROPOSED MID-YEAR BUDGET ADJUSTMENTS
CAPITAL OUTLAY REQUESTS

Ref		Department	Division / Section	Quantity	Funding Source	
	Capital Outlay - Technology					
1	NeoGov Attract Module	Operations	Human Resources	1	General Fund	24,970
			Subtotal			**24,970**
	New Vehicles With Position					
7	F150 Truck or ZEV equivalent (Maint. Specialist - Urban Forestry)	Public Works	Maintenance	1	Fleet ISF	85,000
8	Vacuum Combo Truck	Public Works	Maintenance	1	Fleet ISF	1,000,000
			Subtotal			**1,085,000**
			Grand Total			**$ 1,109,970**

OFFICE OF THE CITY MANAGER

FY 2025-26
Mid-Year Budget Adjustments

City Council Meeting

March 3, 2026

FY 2026 Mid-Year Budget Adjustments

- **All Funds – Net Impact**
  - Revenues increased by $30.1 million to $571.4 million
  - Expenditures increased by $1.4 million to $417.9 million
- **General Fund – Net Impact**
  - Revenues increased by $6.2 million to $146.5 million
  - Expenditures increased by $5.8 million to $146.4 million

Revenue Adjustments – Key Drivers

- **All Funds Revenue Increase:** $30.1 million or 5.6%

  Major Increases:
  - Grants: $24.3 million
  - Other Revenue: $5.7 million
  - Franchise Fees: $520 thousand
  - Development Charges: $122 thousand
  - Charges for Services: $103 thousand

  Major Decreases:
  - Special Assessments: $2.9 million
  - Fines & Forfeitures: $294 thousand

- **General Fund Increase:** $6.1 million or 4.4%
  - Other Revenue: $5.4 million

Expenditure Adjustments – Key Drivers

- **All Funds Expenditure Increase:** $1.4 million or 0.3%
  - **Major Increases:**
    - Operating: $6.2 million
    - Contract Services: $1.0 million
    - County Contracts: $265 thousand
    - Utilities: $239 thousand
  - **Major Decreases:**
    - Capital $10.2 million
- **General Fund Increase:** $5.8 million or 4.1%
    - Operating: $5.4 million

Capital Improvement Program – Key Drivers

- **Capital Improvement Budget:** $229.9 million
- **Net CIP Adjustment:** $10.7 million or 4.9%
  - **Major Increases:**
    - Chimbole Center Improvements: $13.2 million
      (General Fund $12M & Measure AV $1.2M)
    - SAVES Tenant Improvements: $1 million (CDBG Funds)
  - **Major Decreases:**
    - Yellen Park: $2.3 million (Measure A Funds)

Discussion