



PALMDALE

a place to call home

**CITY COUNCIL
SUCCESSOR AGENCY
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, JANUARY 10, 2024
5:00 PM
www.cityofpalmdale.org**

WELCOME

1. CALL MEETING TO ORDER

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

2. ROLL CALL

MAYOR BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS OHLSEN,
BETTENCOURT, ALARCÓN

3. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4. PRESENTATION

- 4.1 Certificate of Recognition presented to Jordan Ramirez for walking from Lancaster Sheriff Station to Palmdale Sheriff Station in appreciation of our deputies and honor of Deputy Ryan Clinkunbroomer.

PUBLIC COMMENT RULES:

“(California Government Code Section 54954.3).

(a) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body’s consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of

Section 54954.2 [section omitted].

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of the subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.”

In furtherance of Section 54954.3 of the Brown Act, the public is allotted to speak a total of two (2) minutes on the entirety of the Consent Calendar, Appointment(s), New Business and Closed Session, with two (2) minutes on each Public Hearing, and, if desired, an additional two (2) minutes on items not on the agenda that are within the subject matter jurisdiction of the City Council. As specified in the Brown Act, a speaker utilizing a translator will receive twice the amount of time specified.

5. PUBLIC COMMENTS:

CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION: Now is the time for public participation on items listed on the Consent Calendar, Appointment(s), New Business, and Closed Session. Each speaker is allotted two (2) minutes in total for the entirety of the above sections.

6. CONSENT CALENDAR

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

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 report for November 2023.

[SR Investment Report Nov 2023.docx](#)

[Rpt COP & SA Investment Reports Nov 2023.pdf](#)

6.3 Adopt Resolution No. CC 2024-003, a Resolution of the City Council of the City of Palmdale amending the Human Resources Rules and Regulations.

[SR Reso No. CC 2024-003 Sick Leave Rules & Regs.docx](#)

[Reso No. CC 2024-003 Amending Human Resources Rules Regulations.docx](#)

- 6.4 Adopt Resolution No. CC 2024-004, a Resolution of the City Council of the City of Palmdale designating by title and name those officials who are authorized to sign checks and warrants and repeal Resolution No. CC 2023-074, and Adopt Resolution No. SA 2024-011, a Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale designating by title and name those officials who are authorized to sign checks and warrants, and repeal Resolution No. SA 2022-003.

[SR Check Signers City and SA.docx](#)
[Reso No. CC 2024-004 Check Signers City.docx](#)
[Reso No. SA 2024-011 Check Signers SA.docx](#)

- 6.5 Adopt Resolution Nos. SA 2024-009 and SA 2024-010, Resolutions of the Successor Agency of the Community Redevelopment Agency of the City of Palmdale approving the Administrative Budget and the Recognized Obligation Payment Schedule, respectively, for the period of July 1, 2024 through June 30, 2025.

[SR Successor Agency Admin Budget and ROPS 2024-25.docx](#)
[Reso No. SA 2024-009 Admin Budget.docx](#)
[Exh A Administrative Budget 24-25.pdf](#)
[Reso No. SA 2024-010 ROPS.docx](#)
[Exh B Palmdale Annual ROPS 24-25.pdf](#)

- 6.6 Approve Law Enforcement Feasibility Study Agreement with Citygate Associates, LLC in the amount of \$178,453 for a term of six (6) months.

[SR Law Enforcement Feasibility Study.docx](#)
[Agrmt A-8630 with Citygate Associates.pdf](#)
[Atch 1 Fee Schedule.pdf](#)
[Atch 2 RFP 23-001-2500.pdf](#)

- 6.7 Approve Sub-Recipient Agreement with Antelope Valley Domestic Violence DBA Valley Oasis to administer the HOME Investment Partnerships funded Tenant Based Rental Assistance (TBRA) program in an amount not to exceed \$787,500 for a term of four years and six months.

[SR TBRA 2024.docx](#)
[A-8658 Valley Oasis TBRA.docx](#)

- 6.8 Adopt Resolution No. CC 2024-008, a Resolution of the City Council of the City of Palmdale declaring a Shelter Crisis in the City of Palmdale.

[SR Declaring Shelter Crisis.docx](#)
[Reso No. CC 2024-008 Declaring Shelter Crisis.docx](#)

- 6.9 Award Construction Agreement with Ferreira Construction Co. Inc., DBA Ferreira

Coastal Construction Co. for PN 865, Guardrail Maintenance Upgrade, in the amount of \$219,898 for a term of 45 working days from the date of the Notice to Proceed.

[SR Award Agreement with Ferreira Const.docx](#)
[Agrmt No. A-8186 with Ferreira Const.pdf](#)

- 6.10 Adopt Resolution No. CC 2024-006, a Resolution of the City Council of the City of Palmdale adopting the joint resolution of the Board of Supervisors of the County of Los Angeles, acting on behalf of the County and other County entities, the Board of Directors of the Antelope Valley Cemetery District, the Board of Trustees of the Antelope Valley Mosquito and Vector Control District, the Board of Directors of the Antelope Valley Resource Conservation District, the City of Palmdale, and the Board of Directors of the Antelope Valley-East Kern Water Agency approving and accepting negotiated exchange of property tax revenue resulting from annexation 40-161 (4-217), local agency formation commission designation 2023-06, to the Los Angeles County Waterworks District No. 40, Antelope Valley.

[SR Tax Shared Annex. No. 40-161 Reso. No. CC 2024-006.docx](#)
[Reso No. CC 2024-006.docx](#)
[LA County Waterworks Transmittal Letter.pdf](#)
[LA County Joint Reso for Annexation No. 40-161.pdf](#)
[Exh A & B Property Legal Description.pdf](#)
[Exh C & D Property Tax Transfer Worksheet.pdf](#)

- 6.11 Adopt Resolution No. CC 2024-007, a Resolution of the City Council of the City of Palmdale adopting the joint resolution of the Board of Supervisors of the County of Los Angeles, acting on behalf of the County and other County entities, the Board of Directors of the Antelope Valley Cemetery District, the Board of Trustees of the Antelope Valley Mosquito and Vector Control District, the Board of Directors of County Sanitation District No. 20 of Los Angeles County, the Board of Directors of the Antelope Valley Resource Conservation District, the City of Palmdale, and the Board of Directors of the Antelope Valley-East Kern Water Agency approving and accepting negotiated exchange of property tax revenues resulting from annexation 40-156 (34-45), local agency formation commission designation 2022-06, to the Los Angeles County Waterworks District No. 40, Antelope Valley.

[SR Tax Shared Annex No. 40-156 Reso No. CC 2024-007.docx](#)
[Reso. No. CC 2024-007.docx](#)
[LA County Waterworks Transmittal Letter.pdf](#)
[LA County Joint Reso. for Annexation No. 40-156.pdf](#)
[Exh A & B Property Legal Description.pdf](#)
[Exh C - J Property Tax Transfer Worksheet.pdf](#)

- 6.12 Approve Memorandum of Understanding by and between the City of Palmdale and the County of Los Angeles to collaborate on water infrastructure projects located within Waterworks District 40.

[SR Agrmt No. A-8677 MOU with County of Los Angeles.docx](#)

- 6.13 Approve the minutes from the previous meetings.

CC/SA - December 6, 2023

[Minutes CC SA 12 06 2023.pdf](#)

7. APPOINTMENTS

- 7.1 Nomination and Appointment of Planning Commissioner - District 5.

[SR PC Dist 5 Appointment.docx](#)

[Apps PC Dist 5 Appointment.pdf](#)

- 7.2 Approve Reappointment of Public Member to the Palmdale Recycled Water Authority.

[SR PRWA Reappointment.docx](#)

[Agrmt No. A-4113 JPA Creating PRWA.pdf](#)

- 7.3 Discussion and Possible Action regarding City Council Standing Committee Appointments.

[SR CC Standing Committee Appointments.docx](#)

8. REPORTS AND ACTION ITEMS FROM MAYOR AND / OR COUNCILMEMBERS

- 8.1 Council Informational Reports on Committee memberships and meetings attended at public expense.

[Informational Report 011024 Bishop.docx](#)

[Informational Report 011024 Loa.docx](#)

[Informational Report 011024 Bettencourt.docx](#)

[Informational Report 011024 Ohlsen.docx](#)

- 8.2 Council Action Items.

9. CITY ATTORNEY DIRECTION TO UNDERTAKE REVIEW

- 9.1 Direction to City Attorney to review matters of municipal violations relating to conduct of Councilmember Alarcón.

10. CITY MANAGER'S REPORT

11. **NON-AGENDA PUBLIC COMMENTS: *Now is the time for public participation on items not listed on the agenda. Each speaker is allotted two (2) minutes total.***

12. **ADJOURN** meeting to January 24, 2024, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

Americans with Disabilities Act (ADA) Accommodations

In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (661) 267-5151 at least 72 hours prior to the meeting.

If you require oral translation, please contact the City Clerk's Office at (661) 267-5151 at least 72 hours prior to the meeting.



City Council Staff Report

DATE: JANUARY 10, 2024
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: OPERATIONS DEPARTMENT
FINANCE DIVISION
DISTRICT: ALL
SUBJECT: RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY
REPORT FOR NOVEMBER 2023

RECOMMENDATION

Staff recommends that the City Council receive and file the monthly investment activity report for the City of Palmdale and Successor Agency for November 2023.

BACKGROUND

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

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

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

DISCUSSION

Compliance with Investment Policy

For November, the invested portfolio amount for the City of Palmdale totaled \$306,128,068, a decrease of \$4,933,057 from the previous month, and an increase of \$20,487,809 in comparison to last year. The monthly decrease is primarily the result of a withdrawal from LAIF during the month to cover debt service and operating expenses.

The par value of Successor Agency's portfolio as of November was \$7,955,102. The balance increased by \$6,102 from last month due to earned interest during the month.

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

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

Liquidity

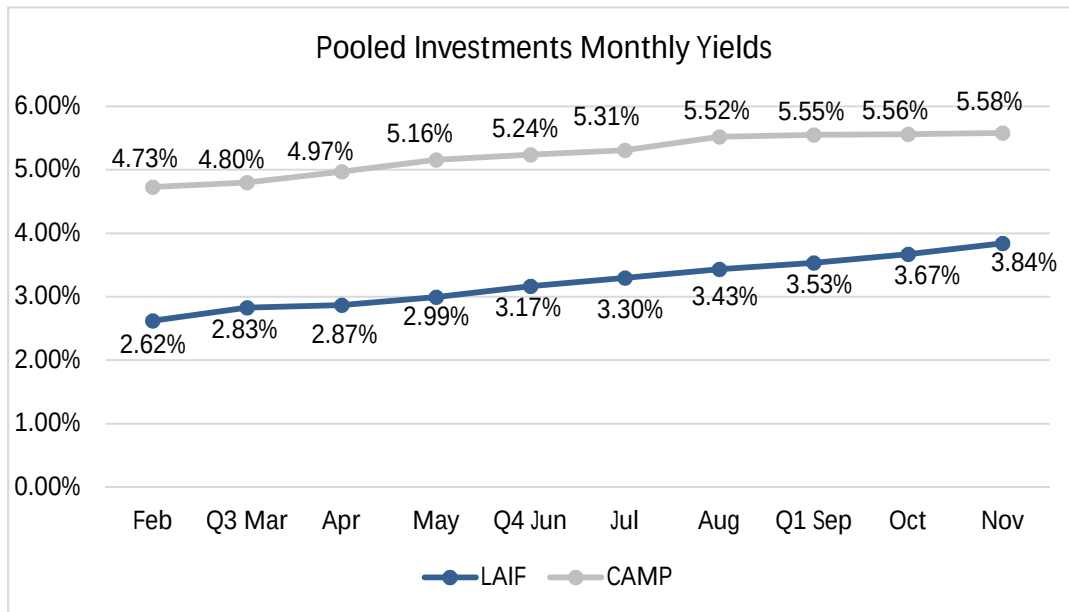
One core approach the Finance Division focuses on is providing liquidity to measure up to the City and Successor Agency's operational requirements. Thus, the Finance Division is currently investing in two pooled funds, Local Agency Investment Fund (LAIF) and California Asset Management Program (CAMP).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

The total LAIF balance for the City of Palmdale at the end of November is \$128,703,931. The decrease of \$5,000,000 from the prior month is due to a withdrawal to general fund for the payment of debt service and other operating expenses.

Successor Agency LAIF balance at the end of November was \$6,215,832. A decrease of \$900,000 from the prior month was due to debt service payments made during the month.

CAMP's balance for City of Palmdale at the end of November was \$265,347 compared to October balance of \$264,136. The slight increase is due to interest earned during the month.

The interest rates presented are the most current rates available as of the date of this report. As of November 30, 2023, the interest rates for LAIF and CAMP investments were at 3.843 percent and 5.58 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of October were at 3.670 percent and 5.56 percent. Both rates have slightly increased within this month. This time last year, LAIF and CAMP rates were at 2.007 percent and 3.90, respectively.



The chart above shows both the Local Agency Investment Fund and California Asset Management Program's average monthly yields beginning February 2023 through November 2023.

We anticipate that rates will remain consistent, with only minor variations in the upcoming months. The difference between the performance of the two funds is partly due to the varying pool characteristics. CAMP's portfolio composition is much more prone to market volatility, resulting in performance variations.

Diversity

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

The City of Palmdale and Successor Agency's investment portfolios remain strongly diversified. The monthly report includes all investments held by both entities and current book values as of November 30, 2023.

It is anticipated that both the City of Palmdale and Successor Agency will have sufficient sums of money to meet their expenditure requirements for the next six months. The Finance Division will continue to monitor current economic conditions and the impact on interest rates.

Attached are summaries of the investments in the City of Palmdale and Successor Agency's books as of November 30, 2023.

FISCAL IMPACT

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

STRATEGIC PLAN

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

- B. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.
- C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Gohar Avetisyan, Senior Financial Analyst
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Rpt – COP & SA Investment Reports Nov 2023

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
NOVEMBER 30, 2023

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	FDIC Number	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
<u>U.S. TREASURY SECURITIES</u>					Yield			
05-31-19	04-30-24	CITY	9128286R6 U.S. Treasury Note		2.03	5,000,000.00	5,051,650.00	4,870,312.50
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	3,000,000.00	3,260,634.36	2,856,570.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note		0.66	3,000,000.00	3,261,331.50	2,843,100.00
05-11-21	12-31-24	CITY	9128283P3 U.S. Treasury Note		0.40	3,000,000.00	3,200,040.56	2,872,020.00
06-04-21	12-31-23	CITY	912828V23 U.S. Treasury Note		0.20	4,000,000.00	4,210,026.50	3,940,320.00
07-12-21	12-31-23	CITY	9128285U0 U.S. Treasury Note		2.63	5,000,000.00	5,289,959.94	4,934,950.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	5,000,000.00	5,451,958.35	4,760,950.00
07-12-21	12-31-23	CITY	912828V23 U.S. Treasury Note		2.25	5,000,000.00	5,244,161.50	4,925,400.00
12-17-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	10,000,000.00	9,913,130.25	9,772,300.00
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (UBS)		0.85	10,000,000.00	10,045,505.25	9,410,200.00
12-22-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	5,000,000.00	4,957,270.88	4,886,150.00
12-22-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note		0.88	5,000,000.00	5,018,208.38	4,705,100.00
12-20-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (Stifel)		1.00	5,000,000.00	5,017,187.50	4,705,078.10
03-08-23	03-31-26	CITY	9128286L9 U.S. Treasury Note (UBS)		2.25	3,200,000.00	3,029,330.80	3,010,496.00
TOTAL U.S. TREASURY SECURITIES						\$ 71,200,000.00	\$ 72,950,395.77	\$ 68,492,946.60
<u>GOVERNMENT AGENCY PAPER</u>								
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit		0.78	5,000,000.00	5,000,000.00	4,604,401.25
08-07-20	05-06-24	CITY	3133EL2X1 Federal Farm Credit		0.42	2,000,000.00	2,000,000.00	1,914,808.08
08-27-20	11-27-24	CITY	3134GWN7G Freddie Mac Domestic		0.50	2,000,000.00	2,000,000.00	1,867,580.54
04-01-21	04-01-25	CITY	3133EMUP5 Fed Farm Credit		0.71	5,000,000.00	5,000,000.00	4,629,334.75
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond		0.59	1,000,000.00	1,103,275.25	963,220.00
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond 0.57		0.57	2,000,000.00	2,208,460.00	1,926,440.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae		0.55	3,000,000.00	2,993,675.25	2,718,300.00
06-04-21	08-01-24	CITY	3130AMHH8 FHLB NOTE		0.41	4,000,000.00	4,000,000.00	3,784,890.08
06-07-21	06-07-24	CITY	3130AMQR6 FHLB NOTE		0.35	3,000,000.00	3,000,000.00	2,857,869.93
06-30-21	12-30-25	CITY	3130AMRQ7 FHLB NOTE		0.88	3,000,000.00	3,000,000.00	2,724,400.26
07-29-21	04-29-26	CITY	3130AN5C0 FHLB NOTE		1.05	4,000,000.00	4,010,455.13	3,606,160.00
12-17-21	11-12-25	CITY	3134GXBM5 FHLMC Note		1.15	1,150,000.00	1,125,785.50	1,036,575.50
12-17-21	12-30-24	CITY	3130AQDY6 FHLB		1.00	6,750,000.00	6,750,000.00	6,327,843.39
12-17-21	06-23-25	CITY	3133ENHW3 FFCB		1.17	10,000,000.00	10,000,000.00	9,275,883.70
12-20-21	07-30-25	CITY	3136G4ZP1 FANNIE MAE		0.65	3,500,000.00	3,444,175.00	3,203,308.12
12-20-21	09-24-25	CITY	3134GWUG9 FREDDIE MAC		0.57	10,000,000.00	9,806,600.00	9,088,861.70
12-21-21	12-22-26	CITY	3133ENJC5 FFCB		1.29	5,000,000.00	5,000,000.00	4,487,676.35
01-14-22	01-14-25	CITY	3130AQEA7 FHLB		1.05	7,000,000.00	7,000,000.00	6,561,152.22
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit Bank		3.34	1,810,000.00	1,660,349.20	1,650,002.84
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Bank		3.34	1,950,000.00	1,937,715.00	1,873,133.09
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Bank		3.33	5,000,000.00	4,479,000.00	4,355,784.25
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac Global Unsecured		0.80	5,000,000.00	4,539,500.00	4,429,309.65
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Bank		4.38	5,000,000.00	4,590,638.89	4,571,978.55
01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Bank		4.38	5,000,000.00	4,801,354.86	4,742,725.40
05-18-23	05-18-27	CITY	3133EPKC8 Federal Farm Credit Bank Unsec		5.39	5,000,000.00	5,000,000.00	4,949,700.35
06-05-23	05-30-28	CITY	3133EPLE3 Federal Farm Credit Bond		4.67	2,815,000.00	2,822,746.50	2,753,942.65
09-21-23	03-21-24	CITY	3130AXAP3 FEDL HOME LOAN BANK BOND		5.75	4,750,000.00	4,746,437.50	4,747,196.18
TOTAL GOVERNMENT AGENCY PAPER						\$ 113,725,000.00	\$ 112,020,168.08	\$ 105,652,478.83

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
NOVEMBER 30, 2023

CORPORATE NOTES

5/17/2023	3/1/2026	CITY	30231GAT9 EXXON MOBIL CORPORATION	3.04	\$1,000,000	\$982,084	955,987.20
5/17/2023	3/2/2026	CITY	194162AQ6 COLGATE-PALMOLIVE CO GLOBAL	4.80	\$1,000,000	\$1,035,553	1,003,302.97
5/17/2023	1/26/2026	CITY	742718FY0 PROCTER & GAMBLE CO/THE GLOGAL	4.10	\$1,000,000	\$1,018,472	987,613.50

TOTAL CORPORATE BONDS		<u>\$3,000,000</u>	<u>\$3,036,109</u>	<u>\$ 2,946,903.67</u>
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STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND

09-01-84	n/a	CITY ACCOUNT	98-19-620	0.78	53,703,651.99	53,703,651.99	53,703,651.99
06/23/08	n/a	PCA ACCOUNT	40-19-060	0.78	51,770,665.78	51,770,665.78	51,770,665.78
	n/a	ARPA ACCOUNT	19-19-004	0.78	23,229,613.46	23,229,613.46	23,229,613.46

TOTAL LAIF ACCOUNTS		<u>\$ 128,703,931.23</u>	<u>\$ 128,703,931.23</u>	<u>\$ 128,703,931.23</u>
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CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM

6080-01	n/a	CITY ACCOUNT	6080-01	0.30	265,347.40	265,347.40	265,347.40
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TOTAL CAMP ACCOUNTS		<u>\$ 265,347.40</u>	<u>\$ 265,347.40</u>	<u>\$ 265,347.40</u>
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UBS FINANCIAL SERVICES

n/a	n/a	CITY ACCOUNT		0.00	66,459.93	66,459.93	66,459.93
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TOTAL UBS FINANCIAL SERVICES ACCOUNTS		<u>\$ 66,459.93</u>	<u>\$ 66,459.93</u>	<u>\$ 66,459.93</u>
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TOTAL CITY INVESTMENTS		<u>\$ 316,960,738.56</u>	<u>\$ 317,042,411.52</u>	<u>\$ 306,128,067.66</u>
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CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
NOVEMBER 30, 2023

LIBRARY INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND					
11-20-84	n/a	LIBRARY	16-19-012	0.78	12,894.77
TOTAL LIBRARY INVESTMENTS					\$ 12,894.77

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
<u>SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
05-10-95	n/a	BOND	95421220	0.35	112.24
05-10-95	n/a	IMPROVEMENT	95421222	0.10	163,116.71
City Held Cash	(Fund 736-114000)	(\$255,912.67)			
TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1					\$ 163,228.95

BOND PROCEEDS					
<u>BITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
04-06-95	n/a	RESERVE-SEN	95420880	n/a	0.00
04-06-95	n/a	IMPV-ACQUI	95420884	0.01	2,721,834.66
04-06-95	n/a	BOND	95420887	0.15	0.15
City Held Cash	(Fund 738-114000)	(\$1,000,675.82)			
TOTAL BITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1					\$ 2,721,834.81

BOND PROCEEDS					
<u>ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
08-01-19	n/a	SP TAX - B BOND	242969000	0.00	10.36
08-01-19	n/a	RESERVE	242969003	0.00	722,974.94
08-01-19	n/a	SP TAX - REFUNDING BC	242969004	0.01	15,150.47
City Held Cash	(Fund 734-114000)	\$1,783,564.45			
TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1					\$ 738,135.77

City Held Cash	(Fund 735-114000)	\$1,397,569.79			
BOND PROCEEDS					
<u>2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
	n/a	SPEC TRB SER A/B	251009000	0.01	18,656.70
	n/a	RESERVE FUND	251009001	0.01	646,866.15
City Held Cash					
TOTAL 2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021					\$ 665,522.85

BOND PROCEEDS					
<u>2006-1 Godde Hill Estate Sewer Improvements LOIB</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
11-08-06	n/a	REDEMPTION FUND	106844000	0.01	64,176.14
11-08-06	n/a	ADM EXP	106844002	0.01	1,678.49
11-08-06	n/a	RESERVE FUND	106844003	0.01	92,169.50
City Held Cash	(Fund 739-114000)	\$148,463.49			
TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB					\$ 158,024.13

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
NOVEMBER 30, 2023

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
<u>2012 PFA \$8.7M LEASE REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
12-19-12	n/a	REVENUE FD	201546000	0.00	0.00
12-19-12	n/a	INTEREST ACCOUNT	201546001	n/a	0.00
12-19-12	n/a	PRINCIPAL ACCOUNT	201546002	n/a	0.00
TOTAL 2012 PFA \$8.7M LEASE REVENUE BONDS					\$ -
<u>2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
10-11-13	n/a	ESCROW FUND	206455000	0.00	2,979,500.00
TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW					\$ 2,979,512.65
<u>2015 HA DEBT SERVICE RESERVE</u>					
Fiscal Agent: Bank of America					
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08	39,848.60
TOTAL 2015 HA DEBT SERVICE RESERVE					\$ 39,848.60
<u>PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND</u>					
05-23-18	n/a	CITY	104790895775	Public Agency Retirement Services	2.60
TOTAL PARS PENSION TRUST FUND					\$ 7,447,966.40
BOND PROCEEDS					
<u>2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
09-03-15	n/a	BOND FUND	277067000	0.00	142,783.91
09-03-15	n/a	INTEREST ACCT	277067001	0.01	6.95
09-03-15	n/a	BOND RESERVE	277067003	0.00	281,022.06
09-03-15	n/a	REPAIR & REPLACE FUN	277067004	0.00	1,253,055.64
TOTAL 2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS					\$ 1,676,868.56
BOND PROCEEDS					
<u>2017 PFA \$17.4M LEASE REVENUE BONDS</u>					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
04-05-17	n/a	REVENUE FUND	271128000	0.00	3.01
04-05-17	n/a	PRINCIPAL ACCT	271128002	n/a	0.00
TOTAL 2017 PFA \$17.4M LEASE REVENUE BONDS					\$ 3.01
Total City Held Cash (XXX-114000)					\$2,073,009.24
GRAND TOTAL - FISCAL AGENT CASH					\$ 15,925,422.88

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
NOVEMBER 30, 2023

SUMMARY OF CASH AND INVESTMENTS

Page 1 of 1

Cash on Hand			\$	5,907,797
Pooled Cash Investments				
City:	\$	306,208,595		
Insur Fund:		(\$80,527)	\$	306,128,068
Library Investments				<u>\$12,895</u>
Subtotal			\$	312,048,760
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			\$	<u>15,925,423</u>
Grand total			\$	<u><u>327,974,183</u></u>

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 November 30, 2023.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
NOVEMBER 30, 2023
CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
November 30, 2023

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>CITY ACCOUNT 98-19-620</u>				
Beginning Balance				\$ 53,703,651.99
Subtotal	\$ -	\$ -	\$ -	\$ 53,703,651.99
<u>PCA ACCOUNT 40-19-060</u>				
Beginning Balance				\$ 56,770,665.78
11-13-23		\$ (12,000,000.00)		
11-22-23	\$ 7,000,000.00			
Subtotal	\$ 7,000,000.00	\$ (12,000,000.00)	\$ -	\$ 51,770,665.78
<u>LIBRARY ACCOUNT 16-19-012</u>				
Beginning Balance				\$ 12,894.77
Subtotal	\$ -	\$ -	\$ -	\$ 12,894.77
<u>ARPA ACCOUNT 19-19-004</u>				
Beginning Balance				\$ 23,229,613.46
Subtotal	\$ -	\$ -	\$ -	\$ 23,229,613.46
<u>CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM</u>				
Beginning Balance				\$ 264,135.88
11/30/23			\$ 1,211.52	
Subtotal	\$ -	\$ -	\$ 1,211.52	\$ 265,347.40
<u>UBS Financial Services</u>				
Beginning Balance				\$ 728.42
11/30/23			\$ 76,681.51	
11/30/23		\$ (10,950.00)		
Subtotal	\$ -	\$ (10,950.00)	\$ 76,681.51	\$ 66,459.93
Total	\$ 7,000,000.00	\$ (12,010,950.00)	\$ 77,893.03	\$ 129,048,633.33

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
NOVEMBER 30, 2023
CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED

November 30, 2023

TN = US Treasury
FP = Federal Paper
CD = Certificate of Depos

C = Call
M = Maturity
CB = Corporate Bond

ISSUER	PURCHASE DATE	MATURITY DATE	FACE VALUE REDEEMED	INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
				M	\$	-	\$0.00
				M	\$	-	-
				M	\$	-	-
				M	\$	-	-
				M	\$	-	-
				M	\$	-	-
			<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$0.00</u>

Total Number of Transactions: 0

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
NOVEMBER 30, 2023
CITY OF PALMDALE

POOLED CASH - INVESTMENTS PURCHASED

November 30, 2023

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

ISSUER	PURCHASE DATE	MATURITY DATE	FACE VALUE	PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield
				-			\$ -	
				-			\$ -	
				-			\$ -	
				-			\$ -	
				-				
			<u>\$0</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	

Total Number of Transactions:

0

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
November 30, 2023

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND						
09-01-84	n/a	SA ACCOUNT	65-19-035	0.78	6,215,831.95	
						<u>\$ 6,215,831.95</u>
FISCAL AGENT CASH						
BOND PROCEEDS						
<u>CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)</u>						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	RESERVE FUND	94460700	2.54	542,973.35	
08-20-02	n/a	INTEREST ACCT	94460701	0.04	668,407.34	
08-20-02	n/a	PRINCIPAL ACCT	94460702	0.04	306,658.08	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)						<u>\$ 1,518,038.77</u>
BOND PROCEEDS						
<u>2016 SA \$31.5M Tax Allocation Refunding Bonds Series A</u>						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	DEBT SERVICE	245113000	0.00	5.84	
04-26-16	n/a	INTEREST ACCT	245113001	N/A	0.00	
TOTAL 2016 SA \$31.5M Tax Allocation Refunding Bonds Series A						<u>\$ 5.84</u>
GRAND TOTAL - FISCAL AGENT CASH						<u><u>\$1,518,045</u></u>

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	\$ 221,225
Pooled Cash Investments	\$ 6,215,832
Successor Agency Fiscal Agent Cash	\$ 1,518,045
Grand total	<u><u>\$ 7,955,102</u></u>

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF interest rates are as of November 30, 2023.

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF)
November 30, 2023

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>SA ACCOUNT 65-19-035</u>				
Beginning Balance				\$ 7,115,831.95
11/22/23		\$ (900,000.00)		
Subtotal	<u>\$ -</u>	<u>\$ (900,000.00)</u>	<u>\$ -</u>	<u>\$ 6,215,831.95</u>



City Council Staff Report

DATE: JANUARY 10, 2024
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: OPERATIONS DEPARTMENT
HUMAN RESOURCES DIVISION
DISTRICT: ALL
SUBJECT: ADOPT RESOLUTION CC 2024-003 AMENDING THE
HUMAN RESOURCES RULES AND REGULATIONS

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution CC 2024-003 amending the Human Resources Rules and Regulations.

BACKGROUND

Currently, unbenefited part-time employees receive 28 hours of paid sick leave per fiscal year, based on California State Law. 28 hours of sick leave is made available to employees on the first day of employment, or on the first day of the fiscal year. Unused sick time at the end of each fiscal year is forfeited.

DISCUSSION

To comply with new California state law, effective January 1, 2024, unbenefited employees will now receive 40 hours of sick leave per year. It will be based on a calendar year instead of a fiscal year as it was previously. Any unused sick hours in the employee's accrued leave sick banks as of December 31, 2023, will be lost, and the full 40 hours for 2024 will be loaded into part-time employee sick leave banks. Unused hours do not roll over to the next calendar year.

In accordance with Senate Bill 616, there is a 90-day waiting period before new hires may use sick leave. This waiting period remains in effect.

FISCAL IMPACT

The fiscal impact may vary depending on the number of part-time staff, hourly rates, and sick time usage. The maximum fiscal impact to the City in Fiscal Year 2023-24 is \$108,000.

Report to Mayor and City Council

Re: Resolution CC 2024-003 Amending the Human Resources Rules and Regulations.

January 10, 2024

Page 2

STRATEGIC PLAN

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

Objective:

C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse, and creative workforce.

Prepared by:

Certified as to availability of Funds:

Approved by:

Approved as to form:

Garrett W. Rickert, Acting HR Manager

Janelle Samson, Director of Operations

Ronda Perez, City Manager

William P. Curley, III, City Attorney

ATTACHMENTS

- Reso No. CC 2024-003 Amending the Human Resources Rules and Regulations
- Exh 1 Clean Version Reso No. CC 2024-003
- Exh 2 Red-lined Version Reso No. CC 2024-003

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-003

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PALMDALE AMENDING THE CITY OF PALMDALE HUMAN
RESOURCES RULES AND REGULATIONS

WHEREAS, it is desirous to review and update the Human Resources Rules and Regulations to reflect changes in City policies and employee benefits;

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

SECTION 1. Section 10.3 “Sick Leave” of the Human Resources Rules and Regulations is amended as set forth in Exhibit 1.

[illegible]

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

PASSED, APPROVED and ADOPTED this 10th day of January, 2024.

Approved as to form:

Austin Bishop, Mayor

ATTEST:

William P. Curley, III
City Attorney

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting 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 10th day of January, 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____
Rochelle Scott, Acting City Clerk

Section 10-3 Sick Leave (Rev. 01/2024)

Paid sick leave shall not be considered a right which an employee may use at his or her discretion. Sick leave shall be used by employees for the following: (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) For an employee who is a victim of domestic violence, sexual assault, or stalking. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, sibling or designated person.

When the need for sick leave is foreseeable, an employee must personally give the employee's supervisor as much advance notice as possible of the need to take sick leave. When the need for sick leave is not foreseeable, and except as otherwise required by law, an employee must personally give the employee's supervisor notice of the need to take sick leave as soon as practical. When possible, such notice shall be given before the start of the employee's scheduled workday and prior to the start of each additional workday thereafter that the employee is absent. If it is impossible for the employee to notify his or her supervisor, the employee must notify his or her department head. In addition, all absences shall be reported in accordance with departmental rules.

Eligible employees earn paid sick leave based on hours worked or hours paid (e.g., when an employee is on paid leave). Full-time employees earn sick leave at the rate of eight (8) hours per month. Benefited part-time employees earn sick leave on a prorated basis. Paid sick leave is not earned (i.e., does not accrue) during unpaid leaves of absence, except as otherwise required by state or federal law.

Full-time and benefited part-time employees hired on or before August 1, 2012 may accumulate sick leave without a limit. Individuals who become full-time employees on or after August 2, 2012 may accumulate a maximum of 800 hours of sick leave. Individuals who became benefited part-time employees on or after August 2, 2012 may accumulate a maximum of 400 hours of sick leave.

Unbenefited, Seasonal and Variable Hour Employees shall receive forty (40) hours of paid sick leave on January 1st for use during that calendar year. Newly hired Unbenefited, Seasonal and Variable Hour Employees shall receive forty (40) hours of sick leave on their first day of employment. An Unbenefited, Seasonal or Variable Hour Employee may use accrued sick leave beginning on the 90th day of employment. Unused sick hours do not carry over to the next calendar year.

Full-time and benefited part-time employees are not eligible to use sick leave until it has been accrued. Sick leave may only be used in increments of fifteen minutes unless smaller increments are permitted by law. Sick leave must be reported on appropriate forms.

Retaliation or discrimination against an employee who uses paid sick leave is prohibited by City policy and California state law.

An employee who returns to work for the City within one year of separation of service will be credited with up to forty (40) hours of sick leave. If the employee separated with less than forty (40) hours of accrued sick leave, then he/she will be credited with the number of hours he/she had accrued at the time of separation.

Exhibit B

Section 10-3 Sick Leave (Rev. 01/2024)

Paid sick leave shall not be considered ~~as~~ a right which an employee may use at his or her discretion. Sick leave shall be used by employees for the following: (1) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member; or (2) For an employee who is a victim of domestic violence, sexual assault, or stalking. Family members include the employee's parent, child, spouse, registered domestic partner, grandparent, grandchild, sibling or designated person.

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~~who are incapacitated by illness, injury or public health requirements. Sick leave shall be used when an employee takes time off from work for a doctor's appointment. Sick leave shall also be used if an employee is a victim of domestic violence, sexual assault or stalking.~~

When the need for sick leave is foreseeable, an employee must personally give the employee's supervisor as much advance notice as possible of the need to take sick leave. When the need for sick leave is not foreseeable, and except as otherwise required by law, an employee must personally give the employee's supervisor notice of the need to take sick leave as soon as practical. immediately and, unless impossible, When possible, such notice shall be given before the start of the employee's scheduled work-day and prior to the start of each additional work-day thereafter that the employee is absent. If it is impossible for the employee to notify his or her supervisor, the employee must notify his or her department head. In addition, all absences shall be reported in accordance with departmental rules.

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~~The City reserves the right to request verification for any absence due to illness or disability from a licensed health care provider. Sick leave pay may be withheld if the City does not receive satisfactory verification. If an employee is absent for five (5) or more days due to illness, injury or public health requirement, a doctor's verification of the illness and a release certifying the employee's ability to return to work is required. Failure to furnish a health care provider's verification when requested or required to do so, including failing to provide the verification in a timely manner, may result in the denial or delay of the use of leave, the denial or delay of the use of paid leave, or discipline, up to and including termination.~~

~~Sick leave shall be used to care for Immediate Family members and others as required by law when members of the employee's Immediate Family are sick and require the immediate attention of the employee including taking them to doctor appointments.~~

Eligible employees earn paid sick leave based on hours worked or hours paid (e.g., when an employee is on paid leave). Full-time employees earn sick leave at the rate of eight (8) hours per month. Benefited part-time employees earn sick leave on a prorated basis. Paid sick leave is not earned (i.e., does not accrue) during unpaid leaves of absence, except as otherwise required by state or federal law.

Full-time and benefited part-time employees hired on or before August 1, 2012 may accumulate sick leave without a limit. Individuals who become full-time employees on or after August 2, 2012 may accumulate a maximum of 800 hours of sick leave. Individuals who become benefited part-time employees on or after August 2, 2012 may accumulate a maximum of 400 hours of sick leave. ~~Benefited part-time employees accrue sick leave on a prorated basis.~~

Unbenefited, Seasonal and Variable Hour Employees shall receive forty twenty-eight (4028) hours of paid sick leave on January 1st for use during that calendar year. each fiscal year. Newly-hired ~~Unbenefited, Seasonal and Variable Hour Employees~~ shall receive forty twenty-eight (4028) hours of sick leave on their first day of employment. An Unbenefited,

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Exhibit B

Seasonal or Variable Hour Employee may use accrued sick leave beginning on the 90th day of employment. Unused sick hours do not carry over to the next calendar ~~fiscal~~ year.

Full-time and benefited part-time employees are not eligible to use sick leave until it has been accrued. Sick leave may only be used in increments of fifteen minutes unless smaller increments are permitted by law. Sick leave must be reported on appropriate forms.

Retaliation or discrimination against an employee who uses paid sick leave is prohibited by City policy and California state law.

An employee who returns to work for the City within one year of separation of service will be credited with up to forty ~~twenty-eight~~ (40~~28~~) hours of sick leave. If the employee separated with less than forty ~~twenty-eight~~ (40~~28~~) hours of accrued sick leave, then he/she will be credited with the number of hours he/she had accrued at the time of separation.



City Council Staff Report

DATE: JANUARY 10, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL
HONORABLE CHAIR AND DIRECTORS

FROM: OPERATIONS DEPARTMENT
FINANCE DIVISION

DISTRICT: ALL

SUBJECT: ADOPT RESOLUTION NO. CC 2024-004, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DESIGNATING BY TITLE AND NAME THOSE OFFICIALS WHO ARE AUTHORIZED TO SIGN CHECKS AND WARRANTS, AND REPEAL RESOLUTION NO. CC 2023-074, AND ADOPT RESOLUTION NO. SA 2024-011, A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE DESIGNATING BY TITLE AND NAME THOSE OFFICIALS WHO ARE AUTHORIZED TO SIGN CHECKS AND WARRANTS, AND REPEAL RESOLUTION NO. SA 2022-003

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2024-004, a Resolution of the City Council of the City of Palmdale designating by title and name those officials who are authorized to sign checks and warrants, and repeal Resolution No. CC 2023-074.
2. Adopt Resolution No. SA 2024-011, a Resolution of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale designating by title and name those officials who are authorized to sign checks and warrants, and repeal Resolution No. SA 2022-003.

BACKGROUND

The Palmdale Municipal Code (PMC) Section 3.14.030 requires that the City Council designate by Resolution the names of those individuals holding offices identified in PMC 03.14.020 as authorized signers of checks, drafts, warrants, or other orders for payment of money drawn in the name of the City and the Successor Agency.

DISCUSSION

Resolution Nos. CC 2024-004 and SA 2024-011 set forth the list of individuals holding such positions who are designated as authorized signers of checks and warrants for the City of Palmdale and the Successor Agency.

City Manager/Executive Director	Ronda Perez
Assistant City Manager	TBD
Director of Finance*	Janelle Samson
Deputy Director of Finance	Walter Lauzon
City Treasurer	Janelle Samson
Deputy City Treasurer	Walter Lauzon

*The Director of Finance is now titled Director of Operations, effective November 15, 2023

FISCAL IMPACT

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

STRATEGIC PLAN

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

- B. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.
- C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Janelle Samson, Director of Operations
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Reso No. CC 2024-004 Check Signers-City
Reso No. SA 2024-011 Check Signers-SA

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DESIGNATING BY TITLE AND NAME THOSE OFFICIALS WHO ARE AUTHORIZED TO SIGN CHECKS AND WARRANTS, AND REPEAL RESOLUTION NO. CC 2023-074.

WHEREAS, the City has engaged various financial institutions as depositories of City moneys: and

WHEREAS, the City Council has, by ordinance, heretofore designated by title certain officials who are authorized to sign checks, drafts, warrants or other orders for the payment of money drawn in the name of the City.

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

SECTION 1. For purposes of implementing Section 3.14.020 and 3.14.030 of the Palmdale Municipal Code, the following persons are designated by name and are expressly authorized to sign checks, drafts, warrants or other orders for the payment of money drawn in the name of the City:

City Manager	- RONDA PEREZ
or	
Assistant City Manager	- TBD
or	
Director of Finance*	- JANELLE SAMSON
or	
City Treasurer	- JANELLE SAMSON
or	
Deputy Director of Finance	- WALTER LAUZON
or	
Deputy City Treasurer	- WALTER LAUZON

*Director of Finance is now titled as Director of Operations, effective November 15, 2023

SECTION 2. Resolution No. CC 2023-074 is repealed in its entirety.

SECTION 3. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 10th day of January, 2024.

Approved as to form:

Austin Bishop, Mayor

ATTEST:

William P. Curley
City Attorney

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 10th day of January, 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____
Rochelle Scott, Acting City Clerk

SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. SA 2024-011

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE DESIGNATING, BY TITLE AND NAME, THOSE OFFICIALS WHO ARE AUTHORIZED TO SIGN CHECKS AND WARRANTS, AND REPEALING RESOLUTION NO. SA 2022-003.

WHEREAS, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale is engaging a financial institution as a depository of Successor Agency moneys and funds: and

WHEREAS, the Chair and Directors of the Agency have, by ordinance, heretofore designated by title certain officials who are authorized to sign checks, drafts, warrants or other orders for the payment of money drawn in the name of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale.

NOW THEREFORE, BE IT RESOLVED, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. For purposes of implementing Section 3.14.020 and 3.14.030 of the Palmdale Municipal Code, the following persons are designated by name and are expressly authorized to sign checks, drafts, warrants or other orders for the payment of money drawn in the name of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale:

Executive Director	- RONDA PEREZ
or	
Assistant City Manager	- TBD
or	
Director of Finance*	- JANELLE SAMSON
or	
City Treasurer	- JANELLE SAMSON
or	
Deputy Director of Finance	- WALTER LAUZON
or	
Deputy City Treasurer	- WALTER LAUZON

*Director of Finance is now titled as Director of Operations, effective November 15, 2023

SECTION 2. Resolution No. SA 2022-003 is repealed in its entirety.

SECTION 3. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 10TH day of January 2024.

Approved as to form:

Austin Bishop, Chair

ATTEST:

William P. Curley III
General Counsel

Rochelle Scott, Acting Agency Secretary

I, Rochelle Scott, Acting Agency Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Successor Agency at a regular meeting of said Agency held on the 10th day of January 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting Agency Secretary



Successor Agency Staff Report

DATE: JANUARY 10, 2024

TO: HONORABLE CHAIR AND DIRECTORS

FROM: OPERATIONS DEPARTMENT
FINANCE DIVISION

DISTRICT: ALL

SUBJECT: ADOPT RESOLUTION NOS. SA 2024-009 AND SA 2024-010, RESOLUTIONS OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE APPROVING THE ADMINISTRATIVE BUDGET AND THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE, RESPECTIVELY, FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025

RECOMMENDATION

Staff recommends that the Successor Agency to the Community Redevelopment Agency of the City of Palmdale:

1. Adopt Resolution No. SA 2024-009 approving the Administrative Budget for the Period of July 1, 2024 through June 30, 2025 (Administrative Budget 24-25).
2. Adopt Resolution No. SA 2024-010 approving the Recognized Obligation Payment Schedule (ROPS 24-25) for the period of July 1, 2024 through June 30, 2025.

BACKGROUND

Assembly Bill 1X 26 (AB 26) was signed by the Governor on June 28, 2011 and upheld as constitutional by the California Supreme Court. On June 27, 2012, the Governor signed Assembly Bill 1484 (AB 1484). AB 26 and AB 1484 (together the Dissolution Bills) made sweeping changes to California Redevelopment Law, eliminating redevelopment agencies statewide, establishing successor agencies, and requiring the successor agencies to pay, perform, and enforce the enforceable obligations of the former redevelopment agencies and to wind down the affairs of the former redevelopment agencies.

Administrative Budget

Section 34177(j) of the Dissolution Bills requires the Successor Agency to prepare an Administrative Budget annually and submit it to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for approval.

Section 34177(k) of the Dissolution Bills further requires the Successor Agency to provide the Los Angeles County Auditor-Controller the administrative cost estimates from its approved Administrative Budget that are to be paid from property tax revenues deposited in the Redevelopment Property Tax Trust Fund.

Health & Safety Code Section 34171(b)(3) states that commencing July 1, 2016, the administrative cost allowance shall be up to 3 percent of the actual property tax distributed to the successor agency by the county auditor-controller in the preceding fiscal year for payment of approved enforceable obligations, reduced by the successor agency's administrative cost allowance and loan repayments made to the city pursuant to Section 34191.4(b) during the preceding fiscal year, subject to a minimum of \$250,000, unless such amount is reduced by the Oversight Board or by agreement between the successor agency and the State Department of Finance ("Department of Finance"). Staff has estimated this amount and allocated it to various Successor Agency costs as detailed in Exhibit A to Resolution No. SA 2024-009.

Recognized Obligation Payment Schedule (ROPS)

Section 34177(l) of the Dissolution Bills requires the Successor Agency to prepare a Recognized Obligation Payment Schedule (ROPS) listing the enforceable obligations of the former Redevelopment Agency on an annual basis.

Section 34177(l) further requires that (i) the ROPS shall be submitted to the county administrative officer, the Los Angeles County Auditor-Controller (Auditor-Controller) and the State Department of Finance (Department of Finance) at the same time that the Successor Agency submits the ROPS to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for approval; (ii) the ROPS shall be submitted to and duly approved by the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board; (iii) the approved ROPS shall be posted on the Successor Agency's website; and (iv) the approved ROPS shall be submitted to the Auditor-Controller, the State Controller and the State Department of Finance.

Section 34180 of the Dissolution Bills (Section 34180) requires certain successor agency actions to be approved by the oversight board, including Section 34180(c) "Setting aside of amounts in reserves as required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds." The attached ROPS 24-25 details amounts in accordance with Section 34180(c).

The attached ROPS 24-25 also includes an enforceable obligation for the repayment of the Educational Revenue Augmentation Fund ("ERAF") and Supplemental Educational Revenue Augmentation Fund ("SERAF") loans borrowed from the former Redevelopment Agency's Low and Moderate Income Housing Fund.

Senate Bill No. 107 (section 14 of Chapter 325, Statutes of 2015) states that the Successor Agency's Oversight Board continues to exist and will only cease to exist after all of its indebtedness has been repaid, and thus, requires that the City's Successor Agency's Oversight Board approve ROPS 24-25.

DISCUSSION

The attached Resolution Nos. SA 2024-009 and SA 2024-010 seek approval of the Administrative Budget 24-25 and the Recognized Obligation Payment Schedule (ROPS) 24-25.

Approval of the Administrative Budget and the ROPS will allow the City to remain in compliance with AB 26 and AB 1484 (together the Dissolution Bills), and to submit the information timely to the county administrative officer, the Los Angeles County Auditor-Controller (Auditor-Controller) and the State Department of Finance (Department of Finance). Simultaneously, the Successor Agency submits the ROPS to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for approval.

Upon approval from the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board, and the State Department of Finance, the City may then incorporate the requested administrative budgets and payments from the ROPS in the City's annual budget for Fiscal Year 2024-25.

FISCAL IMPACT

The Administrative Budget for the period of July 1, 2024 through June 30, 2025 totals \$311,025. These funds will be included in various line items in Program 20 of Fund 460 in the fiscal year 2024-25 budget and are included on the Recognized Obligation Payment Schedule (ROPS). These funds will be used to reimburse the City for its staff hours.

The total payments estimated during the one-year period of ROPS 24-25 is \$16,508,320, of which \$11,077,908 is expected to be funded by Redevelopment Property Tax Trust Funds (RPTTF) to be received from the Los Angeles County Auditor-Controller (including Administrative Cost Allowance), \$5,417,401 is from reserve balance funds, and \$13,011 is from other funds. Amounts are to be budgeted in various areas of the Successor Agency and Housing Successor Agency budgets.

STRATEGIC PLAN

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

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

Prepared by:	Willy Galindo, Senior Financial Analyst
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, Executive Director
Approved as to form:	William P. Curley, III, General Counsel

ATTACHMENTS

Reso No. SA 2024-009 Administrative Budget
Exh A Administrative Budget 24-25
Reso No. SA 2024-010 ROPS
Exh B - Palmdale Annual ROPS 24-25

SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PALMDALE
CALIFORNIA
RESOLUTION NO. SA 2024 -009

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE APPROVING THE ADMINISTRATIVE BUDGET FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025 (ADMINISTRATIVE BUDGET 24-25).

WHEREAS, The Community Redevelopment Agency of the City of Palmdale (“Redevelopment Agency”) was a redevelopment agency in the City of Palmdale (“City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with SECTION 33000) of Division 24 of the California Health and Safety Code) (“Redevelopment Law”); and

WHEREAS, The City Council has adopted redevelopment plans for Palmdale’s redevelopment project areas, and from time to time, the City Council has amended such redevelopment plans; and

WHEREAS, The Redevelopment Agency was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill 1X 26 (“AB 26”) was signed by the Governor on June 28, 2011 and upheld to be constitutional by the California Supreme Court on December 29, 2011; and

WHEREAS, AB 26 made certain changes to the California Community Redevelopment Law (Part 1 (commencing with SECTION 33000) of Division 24 of the California Health and Safety Code), including adding Part 1.8 (commencing with SECTION 34161) and Part 1.85 (commencing with SECTION 34170) (“Part 1.85”) to Division 24 of the California Health and Safety Code (“Health and Safety Code”); and

WHEREAS, On February 1, 2012, as a result of the Supreme Court’s decision, all California redevelopment agencies were dissolved, successor agencies were established as successor agencies to the former redevelopment agencies pursuant to Health and Safety Code SECTION 34173, and successor agencies are tasked with paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and winding down the affairs of the former redevelopment agencies; and

WHEREAS, On June 27, 2012, the Governor of California signed Assembly Bill 1484 ("AB 1484") into law, making several substantive and technical amendments to AB 26 (AB 26 and AB 1484 together referred to as the "Dissolution Bills"); and

WHEREAS, On January 4, 2012, the City Council adopted Resolution No. CC 2012-002 declaring itself as the Successor Agency to the Community Redevelopment Agency of the City of Palmdale ("Successor Agency") upon the dissolution of the Redevelopment Agency; and

WHEREAS, On April 4, 2012 the City Council, acting in its capacity as the Successor Agency, adopted Resolution No. CC 2012-041 SA naming itself the "Successor Agency to the Community Redevelopment Agency of the City of Palmdale", the sole name by which it will exercise its powers and fulfill its duties pursuant to Part 1.85 of AB 26, and establishing itself as a separate legal entity with rules and regulations that will apply to the governance and operations of the Successor Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34179 (q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards, each encompassing the five supervisorial districts; and

WHEREAS, the Fifth Supervisorial District Consolidated Oversight Board ("Fifth District Consolidated Oversight Board") has jurisdiction over the Successor Agency of the Former Redevelopment Agency to the City of Palmdale and

WHEREAS, the Fifth District Consolidated Oversight Board held a regular/special meeting on January 11, 2024; and

WHEREAS, Health and Safety Code Section 34177(j) ("Section 34177(j)") requires the Successor Agency to prepare an administrative budget for the period July 1, 2024 through June 30, 2025 and submit the administrative budget to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for approval. The administrative budget shall include all of the following: (i) estimated amounts for Successor Agency administrative costs for the upcoming annual fiscal period; (ii) proposed sources of payment for Successor Agency administrative costs; and (iii) proposals for arrangements for administrative and operations services provided by the City or other entity; and

WHEREAS, Health and Safety Code Section 34177(k) ("Section 34177(k)") requires the Successor Agency to provide to the Los Angeles County Auditor-Controller for the period July 1, 2024 through June 30, 2025 the administrative cost estimates from its approved administrative budget that are to be paid from property tax

revenues (i.e. former tax increment revenues) deposited in the County's Redevelopment Property Tax Trust Fund established for the Successor Agency; and

WHEREAS, Health & Safety Code SECTION 34179.7 (o) (1), requires the Successor Agency to prepare a forward-looking, annual Recognized Obligation Payment Schedule (ROPS) listing the enforceable obligations of the former Redevelopment Agency that are due in the next annual period and submitting an oversight board approved annual ROPS to the Department of Finance and Auditor-Controller by February 1, 2024; and

WHEREAS, Health & Safety Code Section 34171(b)(3) states that, the administrative cost allowance shall be up to 3 percent of the actual property tax distributed to the successor agency by the county auditor-controller in the preceding fiscal year for payment of approved enforceable obligations, reduced by the successor agency's administrative cost allowance and loan repayments made to the city pursuant to Section 34191.4(b) during the preceding fiscal year, subject to a minimum of \$250,000, unless such amount is reduced by the Oversight Board or by agreement between the successor agency and the State Department of Finance ("Department of Finance"); and

WHEREAS, Staff of the Successor Agency seeks the Successor Agency's approval of the administrative budget for the period of July 1, 2024 through June 30, 2025 ("Administrative Budget 24-25"), in the form attached to this Resolution as Exhibit A, and the Successor Agency's authorization to submit the approved Administrative Budget 24-25 to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for its approval and to forward the information required by Section 34177(k) to the Los Angeles County Auditor-Controller; and

WHEREAS, All other legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, BE IT RESOLVED, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The Board of Directors hereby finds and determines that the foregoing recitals are true and correct.

SECTION 2. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any rights the Successor Agency may have to challenge the effectiveness and/or legality of all or any portion of the Dissolution Bills through administrative or judicial proceedings.

SECTION 3. The Successor Agency's Administrative Budget 24-25 that is attached hereto as Exhibit A is hereby approved and adopted.

SECTION 4. The Executive Director, or designee, is hereby authorized and directed to: i) submit the approved Administrative Budget 24-25 to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for its review and approval; and ii) submit to the Los Angeles County Auditor-Controller the administrative cost estimates from Administrative Budget 24-25 that are to be paid from property tax revenues deposited in the County's Redevelopment Property Tax Trust Fund established for the Successor Agency; and iii) take any and all other actions and execute any and all such other documents as are necessary, convenient or appropriate to comply with the Dissolution Bills and to effectuate the intent of this Resolution on behalf of the Successor Agency.

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

SECTION 6. The Agency Secretary shall certify the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 10th day of January 2024.

Approved as to form:

Austin Bishop, Chair

ATTEST:

William P. Curley, III
General Counsel

Rochelle Scott,
Acting Agency Secretary

I, Rochelle Scott, Acting Agency Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Successor Agency at a regular meeting of said Agency held on the 10th day of January 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____
Rochelle Scott, Acting Agency Secretary

Exhibit A to Resolution No. SA 2024-009

Successor Agency to the Community Redevelopment Agency
of the City of Palmdale Administrative Budget
For the Period of July 1, 2024 through June 30, 2025

Item	Successor Agency		Notes
Direct Project Management Cost			
Required Bond Documents			
Salaries & Benefits			\$ 16,324
Operations Department	Hours	Rate	
Director of Operations	10	\$ 278	\$ 2,781
Senior Financial Analyst	40	\$ 175	\$ 7,013
Senior Account Clerk	35	\$ 98	\$ 3,446
Purchasing Senior Buyer	20	\$ 154	\$ 3,084
Development Agreement Obligations			
Salaries & Benefits			\$ 68,636
Operations Department	Hours	Rate	
Director of Operations	30	\$ 278	\$ 8,342
Senior Financial Analyst	40	\$ 175	\$ 7,013
Senior Account Clerk	30	\$ 98	\$ 2,954
City Attorney's Office			
City Attorney	25	\$ 350	\$ 8,750
Senior Administrative Assistant	30	\$ 130	\$ 3,912
City Clerk's Office			
City Clerk	10	\$ 209	\$ 2,088
Deputy City Clerk	15	\$ 175	\$ 2,630
Economic Development Department			
Director of Economic Development	50	\$ 266	\$ 13,289
Economic Development Manager	70	\$ 175	\$ 12,273
Senior Administrative Assistant	75	\$ 98	\$ 7,385
Property Disposition Project Cost			
Salaries & Benefits			\$ 67,492
Operations Department	Hours	Rate	
Director of Operations	15	\$ 278	\$ 4,171
Senior Financial Analyst	20	\$ 175	\$ 3,507
Purchasing Senior Buyer	40	\$ 154	\$ 6,167
City Attorney's Office			
City Attorney	20	\$ 350	\$ 7,000
Senior Administrative Assistant	30	\$ 130	\$ 3,912
City Clerk's Office			
City Clerk	15	\$ 209	\$ 3,132
Deputy City Clerk	20	\$ 175	\$ 3,507
Economic Development Department			
Director of Economic Development	60	\$ 266	\$ 15,947
Economic Development Manager	70	\$ 175	\$ 12,273
Senior Administrative Assistant	80	\$ 98	\$ 7,878
Total Direct Cost			\$ 152,453
Administrative Cost			
Salaries & Benefits			\$ 53,257
City Manager's Office	Hours	Rate	
City Manager	10	\$ 431	\$ 4,311
Operations Department			
Director of Operations	20	\$ 278	\$ 5,561
Senior Financial Analyst	55	\$ 175	\$ 9,643
Senior Account Clerk	60	\$ 98	\$ 5,908
City Attorney's Office			
City Attorney	15	\$ 350	\$ 5,250
Senior Administrative Assistant	25	\$ 130	\$ 3,260

Exhibit A to Resolution No. SA 2024-009

Successor Agency to the Community Redevelopment Agency
of the City of Palmdale Administrative Budget
For the Period of July 1, 2024 through June 30, 2025

Item		Successor Agency		Notes
City Clerk's Office		\$	-	
City Clerk	20	\$ 209	\$ 4,176	
Deputy City Clerk	40	\$ 175	\$ 7,013	
Economic Development Department				
Director of Economic Development	10	\$ 266	\$ 2,658	
Economic Development Manager	20	\$ 175	\$ 3,507	
Senior Administrative Assistant	20	\$ 98	\$ 1,969	
Cont Svc - Agency Attorney		\$	10,000	
Cont Svc-Professional Svcs		\$	13,700	
Cont Svc - Legal Advertising		\$	2,500	
Cont Svc-Landscape Maintenance		\$	400	
Cont Svc - Document Center & Copier Lease		\$	600	
Postage		\$	100	
Utilities - Water		\$	300	
Utilities - Gas		\$	550	
Utilities - Electric		\$	10,000	
Rent		\$	37,500	Related to Bond Issuance on Building Construction. Bonds maturing on September 1, 2029.
Total Administrative Cost		\$	128,907	
Total Direct and Administrative Cost		\$	281,359	
Administrative Allowance		\$	311,025	
Excess/(Shortage) of Allowance		\$	29,666	

Source of Funding:
Redevelopment Property Tax Trust Fund

SUCCESSOR AGENCY
TO THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF PALMDALE
CALIFORNIA
RESOLUTION NO. SA 2024 -010

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE COMMUNITY
REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE
(ROPS 24-25) FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE
30, 2025.

WHEREAS, The Community Redevelopment Agency of the City of Palmdale (“Redevelopment Agency”) was a redevelopment agency in the City of Palmdale (“City”), duly created pursuant to the California Community Redevelopment Law (Part 1 (commencing with SECTION 33000) of Division 24 of the California Health and Safety Code) (“Redevelopment Law”); and

WHEREAS, The City Council has adopted redevelopment plans for Palmdale’s redevelopment project areas, and from time to time, the City Council has amended such redevelopment plans; and

WHEREAS, The Redevelopment Agency was responsible for the administration of redevelopment activities within the City; and

WHEREAS, Assembly Bill 1X 26 (“AB 26”) was signed by the Governor on June 28, 2011 and upheld to be constitutional by the California Supreme Court on December 29, 2011; and

WHEREAS, AB 26 made certain changes to the California Community Redevelopment Law (Part 1 (commencing with SECTION 33000) of Division 24 of the California Health and Safety Code), including adding Part 1.8 (commencing with SECTION 34161) and Part 1.85 (commencing with SECTION 34170) (“Part 1.85”) to Division 24 of the California Health and Safety Code (“Health and Safety Code”); and

WHEREAS, On February 1, 2012, as a result of the Supreme Court’s decision, all California redevelopment agencies were dissolved, successor agencies were established as successor agencies to the former redevelopment agencies pursuant to Health and Safety Code SECTION 34173, and successor agencies are tasked with paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and winding down the affairs of the former redevelopment agencies; and

WHEREAS, On June 27, 2012, the Governor of California signed Assembly Bill 1484 ("AB 1484") into law, making several substantive and technical amendments to AB 26 (AB 26 and AB 1484 together referred to as the "Dissolution Bills"); and

WHEREAS, On January 4, 2012, the City Council adopted Resolution No. CC 2012-002 declaring itself as the Successor Agency to the Community Redevelopment Agency of the City of Palmdale ("Successor Agency") upon the dissolution of the Redevelopment Agency; and

WHEREAS, On April 4, 2012 the City Council, acting in its capacity as the Successor Agency, adopted Resolution No. CC 2012-041 SA naming itself the "Successor Agency to the Community Redevelopment Agency of the City of Palmdale", the sole name by which it will exercise its powers and fulfill its duties pursuant to Part 1.85 of AB 26, and establishing itself as a separate legal entity with rules and regulations that will apply to the governance and operations of the Successor Agency; and

WHEREAS, pursuant to Health and Safety Code Section 34179 (q), commencing on and after July 1, 2018, the County of Los Angeles, where more than 40 oversight boards were created by the Dissolution Act, shall have five consolidated oversight boards, each encompassing the five supervisorial districts; and

WHEREAS, the Fifth Supervisorial District Consolidated Oversight Board ("Fifth District Consolidated Oversight Board") has jurisdiction over the Successor Agency of the Former Redevelopment Agency to the City of Palmdale and

WHEREAS, the Fifth District Consolidated Oversight Board held a regular/special meeting on January 11, 2024; and

WHEREAS, Health & Safety Code SECTION 34177(l) ("SECTION 34177(l)") requires the Successor Agency to prepare a forward-looking Recognized Obligation Payment Schedule (ROPS) listing the enforceable obligations of the former Redevelopment Agency that are due in the next annual period; and

WHEREAS, SECTION 34177(l), as amended by AB 1484, also provides that (i) the ROPS shall be submitted to the county administrative officer, the Los Angeles County Auditor-Controller ("Auditor-Controller") and the State Department of Finance ("Department of Finance") at the same time that the Successor Agency submits the ROPS to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for approval; (ii) the ROPS shall be submitted to and duly approved by the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board; (iii) the approved ROPS shall be posted on the Successor Agency's website; and (iv) the approved ROPS shall be submitted to the Auditor-Controller, the State Controller and the State Department of Finance; and

WHEREAS, Health & Safety Code SECTION 34179.7 (o) (1), requires the Successor Agency to prepare a forward-looking, annual Recognized Obligation Payment Schedule (ROPS) listing the enforceable obligations of the former Redevelopment Agency that are due in the next annual period and submitting an oversight board approved annual ROPS to the Department of Finance and Auditor-Controller by February 1, 2024; and

WHEREAS, Health and Safety Code SECTION 34183(a) provides that the Auditor-Controller disburse funds to successor agencies on June 1, 2024 and January 2, 2025 based on ROPS 24-25 in accordance with the prescribed order of priority and the Dissolution Bills require that such disbursements be made as and when necessary for the Successor Agency to repay and perform enforceable obligations when due; and

WHEREAS, Health and Safety Code SECTION 34180 ("SECTION 34180") requires certain successor agency actions to be approved by the oversight board, including SECTION 34180(c) "Setting aside of amounts in reserves as required by indentures, trust indentures, or similar documents governing the issuance of outstanding redevelopment agency bonds"; and

WHEREAS, the attached ROPS 24-25 (Exhibit B) details amounts in accordance with SECTION 34180(c); and

WHEREAS, SECTION 34171(d)(1)(G) of the Dissolution Act provides for the repayment and deposit into the Low and Moderate Income Housing Asset Fund of the Authority of funds that had been borrowed from the Redevelopment Agency's Low and Moderate Income Housing Fund to make Educational Revenue Augmentation Fund ("ERAF") and Supplemental Educational Revenue Augmentation Fund ("SERAF") payments; and

WHEREAS, the Redevelopment Agency had borrowed money from its Low and Moderate Income Housing Fund for purposes of making ERAF and SERAF payments ("Loans") and the Loans were included in the Housing Asset Transfer Form that was prepared by the Authority and submitted on August 1, 2012 to the California Department of Finance ("DOF") as required by SECTION 34176(a)(2) of the Dissolution Act and on October 5, 2012, DOF notified the Authority that it did not object to the transfer of the Loans to the Authority; and

WHEREAS, an enforceable obligation is deemed to be created for the repayment of the ERAF & SERAF loans and shall be listed on the ROPS; and

WHEREAS, the Successor Agency now desires to approve ROPS 24-25 that is attached hereto and incorporated herein by reference; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW THEREFORE, BE IT RESOLVED, THE SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The Board of Directors hereby finds and determines that the foregoing recitals are true and correct.

SECTION 2. The Board of Directors hereby approves the setting aside of funds as detailed in ROPS 24-25 in accordance with SECTION 34180(c) to comply with bond documents.

SECTION 3. The adoption of this Resolution is not intended to and shall not constitute a waiver by the Successor Agency of any rights the Successor Agency may have to challenge the effectiveness and/or legality of all or any portion of the Dissolution Bills through administrative or judicial proceedings.

SECTION 4. The ROPS 24-25 (Exhibit B), which is attached hereto and incorporated by reference, is hereby approved and adopted.

SECTION 5. The Executive Director, or designee, is hereby authorized and directed to make any and all non-substantive changes to the approved ROPS to conform to any changes or to address further guidance or direction from the Department of Finance, or to address any other new information, including but not limited to new report forms, and such revised ROPS shall be considered approved by the Successor Agency.

SECTION 6. The Executive Director, or designee, is hereby authorized and directed to: (i) submit the Successor Agency approved ROPS 24-25 to the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board for its review and approval and to concurrently submit ROPS 24-25 to the county administrative officer, the Auditor-Controller and the Department of Finance; (ii) submit the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board approved ROPS 24-25 to the Auditor Controller, the State Controller, the Department of Finance and any and all other entities as necessary or appropriate; (iii) post the Los Angeles County Fifth Supervisorial District Consolidated Oversight Board approved ROPS 24-25 on the City's website; and (iv) take any and all other actions and execute any and all such other documents as are necessary, convenient or appropriate to comply with the Dissolution Bills, and to effectuate the intent of this Resolution on behalf of the Successor Agency.

SECTION 7. This Resolution shall take effect immediately upon its adoption.

SECTION 8. The Agency Secretary shall certify the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 10th day of January 2024.

Approved as to form:

Austin Bishop, Chair

ATTEST:

William P. Curley, III
General Counsel

Rochelle Scott,
Acting Agency Secretary

I, Rochelle Scott, Acting Agency Secretary of the Successor Agency to the Community Redevelopment Agency of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Successor Agency at a regular meeting of said Agency held on the 10th day of January 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____
Rochelle Scott, Acting Agency Secretary

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Palmdale

County: Los Angeles

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	\$ 5,065,412	\$ 365,000	\$ 5,430,412
B Bond Proceeds	-	-	-
C Reserve Balance	5,052,401	365,000	5,417,401
D Other Funds	13,011	-	13,011
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	\$ 3,457,298	\$ 7,620,610	\$ 11,077,908
F RPTTF	3,146,273	7,620,610	10,766,883
G Administrative RPTTF	311,025	-	311,025
H Current Period Enforceable Obligations (A+E)	\$ 8,522,710	\$ 7,985,610	\$ 16,508,320

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/ _____
Signature Date

Palmdale
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	M	N	O	P	Q	S	U	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)				24-25A Total	ROPS 24-25B (Jan - Jun)		24-25B Total
											Fund Sources					Fund Sources		
											Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Reserve Balance	RPTTF	
								\$85,105,493		\$16,508,320	\$5,052,401	\$13,011	\$3,146,273	\$311,025	\$8,522,710	\$365,000	\$7,620,610	\$7,985,610
6	Loan from Housing for SERAF	SERAF/ ERAF	05/05/ 2010	11/30/2036	Housing Authority for deposit into Housing Asset Fund	Statutory Obligation FY 2009-10 SERAF - Merged Proj Area	Merge	2,270,491	N	\$350,000	-	-	350,000	-	\$350,000	-	-	\$-
7	Loan from Housing for SERAF	SERAF/ ERAF	03/02/ 2011	02/28/2034	Housing Authority for deposit into Housing Asset Fund	Statutory Obligation FY 2010-11 SERAF - Proj Area No 1	PA 1	521,581	N	\$-	-	-	-	-	\$-	-	-	\$-
8	Loan from Housing for SERAF	SERAF/ ERAF	03/02/ 2011	11/30/2036	Housing Authority for deposit into Housing Asset Fund	Statutory Obligation FY 2010-11 SERAF - Merged Proj Area	Merge	1,867,705	N	\$-	-	-	-	-	\$-	-	-	\$-
13	2010 Tax Alloc Ref Notes(\$27.5M)	Bonds Issued On or Before 12/ 31/10	12/23/ 1998	03/01/2026	AC Warnack Trust/ Shaughne S. Warnack Trust	Notes issued for non-housing projects	PA 1	7,246,472	N	\$2,750,660	-	13,011	1,362,319	-	\$1,375,330	-	1,375,330	\$1,375,330
14	2010 Tax Alloc Ref Notes(\$27.5M)	Reserves	12/23/ 1998	03/01/2026	AC Warnack Trust/ Shaughne S. Warnack Trust	Bond Covenants - H&S Code Sec 34171(d)(1)(A)	PA 1	-	N	\$-	-	-	-	-	\$-	-	-	\$-
23	2002 Tax Alloc Bonds (\$5.3M)	Bonds Issued On or Before 12/ 31/10	08/20/ 2002	12/01/2032	US Bank	Bonds issued for non-housing projects	Merge	8,530,000	N	\$970,000	970,000	-	-	-	\$970,000	-	-	\$-
24	2002 Tax Alloc Bonds (\$5.3M)	Reserves	08/20/ 2002	12/01/2032	US Bank	Bond Covenants - H&S Code Sec 34171(d)(1)(A)	Merge	975,000	N	\$975,000	-	-	-	-	\$-	-	975,000	\$975,000
30	Bond Administration Fees	Fees	06/15/ 1993	09/01/2034	US Bank	Fiscal Agent/Trustee fees on Bond issues	Merge	140,000	N	\$11,450	-	-	7,800	-	\$7,800	-	3,650	\$3,650
32	Arbitrage Calculation Reports	Fees	07/16/ 2002	09/01/2034	BondLogistix LLC	Arbitrage rebate calc svcs	Merge	35,000	N	\$2,200	-	-	2,200	-	\$2,200	-	-	\$-

Exhibit B

A	B	C	D	E	F	G	H	I	J	K	M	N	O	P	Q	S	U	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)				24-25A Total	ROPS 24-25B (Jan - Jun)		24-25B Total
											Fund Sources					Fund Sources		
											Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Reserve Balance	RPTTF	
35	Bond Disclosure Reports (A-0695)	Fees	05/24/2004	09/01/2034	NBS	Disclosure reporting services	Merge	96,000	N	\$8,500	-	-	-	-	\$-	-	8,500	\$8,500
37	Agency Financial Audit (A-2844)	Fees	07/01/2009	09/01/2034	Eide Bailly	Audit services - annually required by bond documents H&S Code Sec 34171(d)(1)(A)	Merge	125,000	N	\$12,600	-	-	6,300	-	\$6,300	-	6,300	\$6,300
39	Prop Tax Consulting Svcs (A-3220) - Merge	Fees	09/01/2010	09/01/2034	HdL Coren & Cone	Property Tax Consulting Services - data required for annual Bond Disclosures H&S Code Sec 34171(d)(1)(A)	Merge	140,000	N	\$13,000	-	-	6,500	-	\$6,500	-	6,500	\$6,500
62	Property Assessments	Property Maintenance	07/01/2023	06/30/2025	COP - Streetlight Maint Dist	Streetlight Maint. Dist. Assessments - Costs of maintaining assets prior to disposition, allowable by H&S Code Sec 34171(d)(1)(F).	PA 1	600	N	\$600	-	-	300	-	\$300	-	300	\$300
65	Property Assessments/ Spec Taxes	Property Maintenance	07/01/2023	06/30/2025	CFD 05-1	Special Tax Assessment - CFD 05-1 - Costs of maintaining assets prior to disposition, allowable by H&S Code Sec 34171(d)(1)(F).	Merge	100,000	N	\$100,000	-	-	50,000	-	\$50,000	-	50,000	\$50,000
66	Property Assessments - PA 1	Property Maintenance	07/01/2023	06/30/2025	COP-Park Maint & Rec Impv Dist	Park Maint & Rec Impv Assessments - Costs of maintaining assets prior to disposition, allowable by H&S Code Sec 34171(d)(1)(F).	PA 1	100	N	\$100	-	-	50	-	\$50	-	50	\$50
68	Property Assessments - PA 1	Property Maintenance	07/01/2023	06/30/2024	AV Mosquito & Vector Control	Mosquito Abatement Assessments - Costs of maintaining assets prior to disposition, allowable by H&S Code Sec 34171(d)(1)(F).	PA 1	10	N	\$10	-	-	5	-	\$5	-	5	\$5
76	DDA Transit Vlg Townhomes (A-1977)	OPA/DDA/ Construction	07/10/2007	12/31/2061	Palmdale Transit Village Townhomes, LLC	Transit Village townhome development	Housing	65,000	N	\$65,000	-	-	-	-	\$-	65,000	-	\$65,000
80	DDA Transit	OPA/DDA/	07/10/	12/31/2061	Palmdale	Reimbursement to	Housing	300,000	N	\$300,000	-	-	-	-	\$-	300,000	-	\$300,000

Exhibit B

A	B	C	D	E	F	G	H	I	J	K	M	N	O	P	Q	S	U	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)				24-25A Total	ROPS 24-25B (Jan - Jun)		24-25B Total
											Fund Sources					Fund Sources		
											Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Reserve Balance	RPTTF	
	Vlg Townhomes (A-1977)	Construction	2007		Transit Village Townhomes, LLC	Developer of Parks & Rec Impact Fees												
160	Commission charges	Property Dispositions	07/01/2021	06/30/2022	Various	Costs of commission relating to sale of Successor Agency land to developers	PA1/ Merge	-	N	\$-	-	-	-	-	\$-	-	-	\$-
161	Escrow Services	Property Dispositions	07/01/2021	06/30/2022	Various	Escrow Service costs relating to sale of Successor Agency land to developers	PA1/ Merge	-	N	\$-	-	-	-	-	\$-	-	-	\$-
162	Title Services	Property Dispositions	07/01/2021	06/30/2022	Various	Title Service costs relating to sale of Successor Agency land to developers	PA1/ Merge	-	N	\$-	-	-	-	-	\$-	-	-	\$-
163	Appraisal Services	Property Dispositions	07/01/2022	06/30/2023	Various	Appraisal Service costs relating to sale of Successor Agency land to developers	PA1/ Merge	-	N	\$-	-	-	-	-	\$-	-	-	\$-
170	Agency Adminstrative Cost Allowance	Admin Costs	07/01/2021	06/30/2022	City of Palmdale	SA Overhead and Administrative Costs	PA1/ Merge	2,652,284	N	\$311,025	-	-	-	311,025	\$311,025	-	-	\$-
175	Tax Allocation Refunding Bonds, 2016 Series A	Refunding Bonds Issued After 6/27/12	04/26/2016	09/01/2034	US Bank	Bonds issued to refund 1998, 1999 and 2003 Bonds	PA1/ Merge	21,132,844	N	\$2,945,125	1,909,688	-	636,562	-	\$2,546,250	-	398,875	\$398,875
176	Tax Allocation Refunding Bonds, 2016 Series A	Reserves	04/26/2016	09/01/2034	US Bank	Reserve for Next ROPS Period Debt Service per Indenture	PA1/ Merge	1,949,156	N	\$1,949,156	-	-	-	-	\$-	-	1,949,156	\$1,949,156
177	Tax Allocation Refunding Bonds, 2016 Series B	Refunding Bonds Issued After 6/27/12	06/23/2016	09/01/2034	US Bank	Bonds issued to refund 2003C, 2003D, 2004A, 2004 Sub, 2005E, 2005F and 2009 Bonds	PA1/ Merge	34,748,131	N	\$3,533,775	2,172,713	-	724,237	-	\$2,896,950	-	636,825	\$636,825
178	Tax Allocation Refunding Bonds, 2016 Series B	Reserves	06/23/2016	09/01/2034	US Bank	Reserve for Next ROPS Period Debt Service per Indenture	PA1/ Merge	2,210,119	N	\$2,210,119	-	-	-	-	\$-	-	2,210,119	\$2,210,119

Palmdale
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (I), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.							
A	B	C	D	E	F	G	H
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Fund Sources					Comments
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	Beginning Available Cash Balance (Actual 07/01/21) RPTTF amount should exclude "A" period distribution amount.	726,029	2	365,000	550,783	626,275	
2	Revenue/Income (Actual 06/30/22) RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller	151	6		13,011	10,620,073	
3	Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)	198,305	7		318,624	10,793,592	
4	Retention of Available Cash Balance (Actual 06/30/22) RPTTF amount retained should only include the amounts distributed as reserve for future period(s)	527,875	1	365,000	232,159	406,024	Column E - See Items 76 and 80
5	ROPS 21-22 RPTTF Prior Period Adjustment RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required			46,732	
6	Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)	\$-	\$-	\$-	\$13,011	\$-	Col F applied to ROPS 24-25 Item 13

Palmdale
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
6	
7	
8	
13	
14	
23	
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30	
32	
35	
37	
39	
62	
65	
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68	
76	Funded in a prior year and SA allowed to retain as a reserve for expenditure in 23-24B; not likely to be spent until 24-25 so included again as reserve in this ROPS
80	Funded in a prior year and SA allowed to retain as a reserve for expenditure in 23-24B; not likely to be spent until 24-25 so included again as reserve in this ROPS
160	Three remaining properties
161	Three remaining properties
162	Three remaining properties
163	Three remaining properties
170	
175	
176	
177	
178	



City Council Staff Report

DATE: JANUARY 10, 2024
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: NEIGHBORHOOD SERVICES
DISTRICT: ALL
SUBJECT: APPROVE LAW ENFORCEMENT FEASIBILITY STUDY AGREEMENT WITH CITYGATE ASSOCIATES, LLC IN THE AMOUNT OF \$178,453 FOR A TERM OF SIX (6) MONTHS

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Law Enforcement Feasibility Study Agreement No. A-8630 with Citygate Associates, LLC in the amount of \$178,453 for a term of six (6) months; and
2. Authorize the City Manager or her designee to execute the Agreement No. A-8630 with Citygate Associates, LLC, including non-substantive changes.

BACKGROUND

For the past 61 years, the City of Palmdale (City) has contracted with Los Angeles County to provide its law enforcement through the Los Angeles County Sheriff's Department (LASD). The City's population has grown 6% from 2013 to its current population of 165,917. The cost of providing law enforcement services has increased 58% from 2013. The current fiscal year cost for service and the Liability Trust Fund is \$31,812,605. Looking forward, the City is concerned the annual increase in the cost to contract with LASD will be cost prohibitive and alternative approaches for providing public safety services should be explored and discussed. In the past ten years, the City has been successful in reducing its per 10,000 population Part I Crime Rate incidents from the upper 300 range to below 200 range through strong collaboration with the Los Angeles County Sheriff's Palmdale Station and innovative community programs. These efforts include monthly meetings with the Station Captain and specialized teams, a robust single and multi-family Neighborhood Watch program, providing strong outreach and education to the community, engagement with community partners, collaboration with the Code Enforcement Division, and providing Community Service Officers. In addition to the increasing cost of public safety the City is concerned with the level of customer service, the increasing shortage of sworn personnel and the LASD response times to non-emergency calls.

DISCUSSION

The City released Request for Proposal (RFP) No. 23-001-2500 for the Law Enforcement Feasibility Study August 17, 2023. The Scope of Services is for a qualified

firm to analyze the current service levels of the City's public safety services and programs to determine if its current model is sustainable, if modification of Palmdale's current strategies and programs should be considered and additional approaches for the City to consider. All options should be explored, and include associated costs, cost savings and potential liabilities.

The preferred vendor must have at least five years of experience in the areas of law enforcement, operations, public safety programming, community outreach and engagement, and the ability to present innovative strategies and concepts for the City to review in its effort to provide effective and sustainable service levels to the community and its residents.

PlanetBids, the City's online bid system, notified 267 City of Palmdale vendors and considered 20 of these to be perspective bidders. Proposals were received from five firms, Berry Dunn (Portland, Maine), Citygate Associates, LLC (Folsom, California), Jensen Hughes (Chicago, Illinois), Matrix Consulting Group (San Mateo, California), and The Consortium of Rothschild/Lawrence (Wilmington, Delaware). Evaluation criteria included past performance and experience, reference responses, qualifications and abilities of the proposer's team, project timeline and milestones, cost, the technical proposed plan, overall quality and presentation of the proposer's response documents, and interviews. The evaluation team selected Citygate Associates, LLC to provide the Law Enforcement Feasibility Study.

FISCAL IMPACT

\$178,453; Funds are available in account 10118001-721950 Contract Services - Studies.

STRATEGIC PLAN

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

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

Prepared by:	Sophia Reyes, Director of Neighborhood Services
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-8630 with Citygate Associates, LLC
Atch 1 Fee Schedule
Atch 2 RFP 23-001-2500

**AGREEMENT NO. A-8630
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND CITYGATE ASSOCIATES, LLC**

THIS CONTRACT FOR CONSULTANT SERVICES (“Contract” herein) is made and entered into by and between the City of Palmdale a public body corporate and politic, (hereinafter called “CITY”) and CITYGATE ASSOCIATES, LLC (hereinafter called “CONSULTANT”). This Contract shall become effective on the date of the last signatory.

RECITALS

WHEREAS, City desires to engage CONSULTANT to provide certain consultant services; and

WHEREAS, CONSULTANT represents that CONSULTANT has the expertise and is qualified to perform the services described in this Contract. And, if required, is duly registered under the laws of the State of California; and

WHEREAS, CONSULTANT desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

1.1 The City hereby engages CONSULTANT, and CONSULTANT accepts such engagement, to provide the following services:

Law Enforcement Feasibility Study providing analysis of:

The City’s police service needs;

Service levels provided by the Los Angeles County Sheriff’s Department (LASD);

Collaboration of the City’s innovative community programs, including engagement with community partners;

Collaboration with the Public Safety Department.

Citygate’s Scope of Work will include:

Organizational Review;

Operational Review;

Findings and Recommendations.

Project deliverables include:

Kickoff Meeting;

Project Plan;

Bi-Weekly Check-ins;

City Council Briefing;

Midpoint Draft Report for review;

Final Report.

Project Plan includes on-site interviews, community survey, and community partner input.

Attachment 1; Citygate Proposal and Attachment 6; RFP 23-001-2500, are incorporated into this agreement.

CONSULTANT shall perform and complete all such work and services in a manner satisfactory to CITY.

1.2 Project deliverables shall be reviewed and approved by CITY to determine acceptable completion. CITY shall have the right to review and inspect the work during the course of its performance at such times as may be specified by CITY.

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

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

2 CITY PROJECT MANAGER

To provide the services required by this Contract, CONSULTANT shall act under the authority and approval of a Project Manager appointed by CITY. The City Project Manager will oversee the work under this Contract, assist CONSULTANT with any necessary information, audit billings, and approve payments. CONSULTANT shall channel reports, deliverables, and special requests through the City Project Manager.

3 CONSULTANT'S KEY PERSONNEL

CONSULTANT's Team and Key Personnel are as follows:

Stewart Gary, Senior Public Safety Principal; John Carli, Senior Police Services Specialist; Gary Elliott, Senior Police Services Specialist - Project Manager; Andrew Green, Local Government Fiscal Specialist; Steve West, Senior Police Services Specialist; Eric Lind, Statistical and Operational Analysis Associate; Shakeel Ajam, Police Data Specialist; David DeRoos, Citygate President

This Consultant Services Contract has been awarded to CONSULTANT based on its representation that those personnel and subcontractors listed above will perform the portions of the work listed herein. CONSULTANT shall not deviate nor substitute any of these team members without prior written approval by CITY.

4 CONTRACT TERM

The term of this contract is 6 (Six) Months, commencing on the effective date.

5 TAXES

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

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

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

6 PATENT FEES AND ROYALTIES

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

7 STANDARDS OF PERFORMANCE

CONSULTANT shall be responsible for the completeness and accuracy of its services and work and documents resulting there from, and CITY shall not be responsible for discovering deficiencies therein. CONSULTANT shall correct any such deficiencies or errors without additional compensation and without cost to CITY, except to the extent any such deficiency is directly attributable to deficiencies in CITY -furnished information.

8 CONSULTANT'S PERSONNEL

8.1 All services required under this Contract shall be performed by CONSULTANT, or under CONSULTANT'S direct supervision, and all personnel shall possess the qualifications, permits and licenses required by State and local law to perform such services.

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

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

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of ONE HUNDRED SEVENTY-EIGHT THOUSAND FOUR HUNDRED FIFTY-THREE dollars (\$178453), payable as follows:

Please refer to Attachment 2 Fee Schedule.

The Contract Price is CONSULTANT'S estimate of its charges for all of the services, including all labor, equipment, material, subcontractor and reimbursable costs, to be provided under this Agreement. Progress payments shall be made on a time and material basis. Final payment shall be made upon completion of all services and City acceptance of all deliverables, not-to-exceed the Contract Price.

9.2 CONSULTANT shall perform no work in excess of the total contract price without prior written approval of CITY. Total contract price includes expenses related to travel to and from CITY to meet with City and to appear, if so required, before City Council or any other board or commission of CITY.

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

9.4 No payment made hereunder by CITY to CONSULTANT, shall be construed as an acceptance by CITY of any work or materials, nor as evidence of satisfactory performance by CONSULTANT of its obligations under this Contract.

10 INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT and any contractors or subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter "Indemnified Parties") for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises out of or is in any way connected with the performance of any work under this agreement, including any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of CONSULTANT, its contractors or subcontractors, and regardless of any acts, omissions or negligence (whether active or passive) of any person or entity indemnified hereunder. At their own expense, CONSULTANT and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. CONSULTANT shall ensure that the contract of any contractor or subcontractor working under this agreement contain an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the Indemnified Parties pursuant the terms set forth above. CONSULTANT shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

11 INSURANCE

11.1 CONSULTANT, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

Proof of Insurance, as identified in Section 11.8, must be reviewed and accepted by the City Attorney.

11.1.1 Workers' Compensation and Employer's Liability

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

11.1.2 Professional Liability (Errors & Omissions) Insurance*

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

11.1.3 Commercial General Liability

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

11.1.4 Commercial Automobile Liability

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

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

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

- A. An endorsement extending coverage to the City as an additional insured, in the same manner as the named insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificate and endorsements shall state: "The City of Palmdale, the Successor Agency of the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Industrial Development Authority of the City of Palmdale, Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insured's."
- B. "Severability of Interest" clause.

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

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

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

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

11.8 Acceptable Proof of Insurance:

11.8.1 ACORD Certificate of Insurance listing all coverages, limits, deductibles and insureds; and endorsements for all applicable coverages if agent has authority to issue it; Additional insured Form CG20101185 or CG20100707 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

11.8.2 Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements listing all insurers must be submitted to the City Attorney.

11.8.3 *When professional (E&O) liability coverage is provided on a "claims made basis", CONSULTANT will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT, or its officers, employees, or agents during the time this Agreement was in effect.

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

11.10 CONSULTANT shall require any and all subcontractor's working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of CONSULTANT shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be CONSULTANT's sole risk. CONSULTANT's insurance requirements in Section 11 will not be impacted and/or limited by such deviation.

12 TERMINATION WITHOUT CAUSE

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

shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

13 TERMINATION FOR CAUSE

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

13.2 In the event the City terminates this Contract in whole or in part as provided herein above, the City may procure, upon such terms and in such manner, as it may deem appropriate, services similar to those terminated.

13.3 If this Contract is terminated as provided above, the City may require the CONSULTANT to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the CONSULTANT. Upon such termination, the CONSULTANT shall be paid an amount equal to the value of the services provided and work performed as of the date of termination. Such payment by the City may take into consideration the costs associated with hiring another CONSULTANT to complete the services. In the event no new CONSULTANT is employed, the CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses.

The above is in addition to any other remedies available by law or equity to the City.

13.4 If, after notice of termination of the Contract under the provisions of this Section 13, it is determined, for any reason, that CONSULTANT was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 12.

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, research, field notes, investigations, analysis, and studies which are prepared in the performance of this Contract are to

be, and remain the property of CITY. CONSULTANT shall furnish CITY, upon its request, originals or reproducible or electronic copies of reports, studies and of all other documents listed above.

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

16.1 CONSULTANT shall not delegate, subcontract or assign its duties or rights hereunder, either in whole or in part, without the prior written consent of CITY; provided, however, that claims for money due or to become due to CONSULTANT from CITY under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Any proposed delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegates or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegates or subcontractor shall include the following:

- A. The amount involved, together with CONSULTANT's analysis of such cost or price; and
- B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.
- C. The requirement to hire only those persons authorized by federal law to work in the United States.

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

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

17.1 In performance of this Contract, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17.2 The provisions of subsection 17.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONSULTANT for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONSULTANT and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

18 FINANCIAL INTEREST CERTIFICATION

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

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

19 CONFLICT OF INTEREST

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

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

19.3 If CONSULTANT is a registered professional engineer or licensed land surveyor and the scope of work requires CONSULTANT'S recommendation of the actual formula to spread the costs of an assessment district's improvements, then CONSULTANT shall not participate in making that recommendation if the additional elements set forth in Government Code section 87100.1(c) apply. Those additional elements are: (1) CONSULTANT has received income of \$250 or more for professional services in connection with any parcel included in the benefit assessment district within 12 months prior to the creation of the district; and (2) the district includes other parcels in addition to those parcels for which CONSULTANT received the income. In the event a conflict of interest does arise in that context, City shall select a different CONSULTANT to recommend the actual formula to spread the

costs of the assessment district's improvements and the costs of such services shall be deducted from the compensation to be paid to CONSULTANT.

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

20 COMPLIANCE WITH LAW

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

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

21 NOTICES

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

22 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

23 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

CITYGATE ASSOCIATES, LLC:

Ronda Perez
City Manager

Sophia Reyes

Signed: 12/22/2023

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38250 Sierra Hwy, 2nd Floor
Palmdale, CA 93550

David C. DeRoos, MPA, CMC
President

ADDRESS FOR NOTICE:
CITYGATE ASSOCIATES, LLC
600 Coolidge Drive, Suite 150
Folsom, CA 95630

APPROVE AS TO FORM:

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Acting 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

Sophia Reyes

Signed on 2023-12-22 02:04:05 GMT

Secured by Concord™
DocumentID: NzNIMmFjYjMtYj
SigningID: ZTc1Y2MyY2MtMD
Signing date: 12/22/2023
IP Address: 206.171.111.149
Email: sreyes@cityofpalmdale.org



Signed with www.concordnow.com

Task	Consulting Fees of Project Team	Consultant Hours	Reimbursable Expenses	Administration (5% of Hourly Fees)	Total Citygate Project Amount
1. Initiate and Manage the Project	\$34,560	182	\$5,353	\$2,592	\$42,505
2. Current Service Level Analysis	\$9,680	48	\$0	\$726	\$10,406
3. Conduct Operational Review	\$40,190	208	\$0	\$3,014	\$43,204
4. Conduct a Mid-Project Review	\$21,570	110	\$0	\$1,618	\$23,188
5. Prepare and Review Draft Report	\$18,060	98	\$0	\$1,355	\$19,415
6. Prepare and Present Final Report	\$23,960	130	\$3,319	\$1,797	\$29,076
Total	\$148,020	776	\$8,672	\$11,102	\$167,794

Citygate's proposal is valid for 120 calendar days from the date stipulated in the RFP for receipt of proposals.

6.1.1 Project Options

The following optional services are available to the City at an additional cost.

Option	Option Cost
Community Town Hall Meetings	\$10,659 each



P A L M D A L E

NOTICE OF REQUEST FOR PROPOSAL Law Enforcement Feasibility Study

SOLICITATION NUMBER:

23-001-2500

Solicitation Release Date: **August 17, 2023**

PROPOSAL DUE DATE AND TIME:

September 20, 2023, AT 2:00 p.m. (PST)

by the electronic clock in the bid management system

Electronic (E-bid) See Pages 2 through 3

NOTICE IS HEREBY GIVEN the City of Palmdale ("City") will only receive electronic bids for **Law Enforcement Feasibility Study** no later than **September 20, 2023, 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 **September 13th, 2023 at 5:00 p.m. (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 PB™ online system.** Respondents are required to review the entire solicitation package before submitting questions.

Respondents are responsible for obtaining the solicitation and any attachments from the City's 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.

INSTRUCTIONS FOR UPLOADING BIDS ELECTRONICALLY

1. Go to the City's official website www.cityofpalmdale.org
2. Choose the **Doing Business** banner. Then select **Planetbids**.
<https://pbsystem.planetbids.com/portal/23532/portal-home>
3. On the Vendor Portal page, log into the system (lower right-hand corner of screen) with your assigned username and password. (You must be registered to download documents and submit a bid.)

Choose **[Bid Opportunities]** and then on the Bid Number and Description that you wish to bid on. The selected bid will open to allow you to access all tabs, documents, and the pricing sheet, if applicable.

2. Choose the **[Documents & Attachment]** tab to be sure you have downloaded all documents that are part of this bid.

NOTE: If you have not already downloaded all bid documents, you must download them now, to submit your bid. The screen will indicate which documents you have already downloaded.

3. Choose the tab **[Addenda & Emails]** to be sure you have read and acknowledged all addenda that have been issued for this bid.

NOTE: The screen will display "yes" or "no" next to each addendum (if applicable) to indicate whether you have viewed and acknowledged it. If you have not previously acknowledged an addendum, do so now by clicking on the addendum to open and read it, then click on the **[Acknowledge]** button on the lower left-hand corner of screen.

PLACING an eBID

4. On the Bid Detail Page, the bid will state if the response format is Electronic, Electronic & Paper or Paper only. To place/upload a bid proposal electronically, click on **[Place eBid]** on the lower right corner of the screen. The bid "Terms and Conditions" will pop up with a button for you to click **[Accept]** to acknowledge your agreement to the terms of the bid.
5. Enter the Respondent information on the **[Detail]** tab.
6. Go to the **[Attachments]** tab and click the **[ATTACH]** button to upload your bid proposal. The City will provide a *Response File* to be used to submit a response (proposal) in a separate file. The City may add-on or allows *General Attachments* (often renamed to specifically request certain type(s) of information, i.e., *cost proposal, marketing materials, etc.*) **Note:** If only one *Response File* is offered, all requested information must be uploaded as one (1) document. It is not necessary to use all *General Attachments* that may be offered.
7. When you have finished uploading (eBid) your proposal, choose the **[Save]** button. This saves your bid proposal as a draft for you to review or revise as needed anytime up to the bid submittal deadline. When you are ready to submit your bid proposal, choose the **[Submit]** button. You will receive a confirming message that looks like this:

Bid Successfully Submitted
Thank You!

Your bid has been successfully submitted to City of Palmdale.

Bid Confirmation #nnnnn (Date and Time)

Your eBid can be edited or withdrawn at any time prior to bid Closing.

[Summary] [OK]

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. As noted above, if you need to withdraw your bid, you may do so any time before the bid deadline by going back into the system and selecting **[withdraw]**.

Please enter your bid proposal in sufficient time to complete and submit it prior to the stated deadline. The official closing time for the bid is determined, and controlled, by the electronic clock in the bid management system. Once the deadline is reached, the system will not allow any bids to be submitted, and any in processes that are not completed will be rejected. The amount of time required to enter and submit your bid depends on the complexity of the bid and the processing speed of your server and internet connections.

Technical Support

In the event you encounter technical difficulties during the uploading process, please contact the PlanetBids, Bids Online system team as shown below Monday through Friday from 8:00 a.m. to 5:00 p.m. (PST)

support@planetbids.com or call (818) 992-1771 Ext. 0.

Bid prices must be entered and required documents uploaded to the PlanetBids system no later than the date and time by the electronic clock in the bid management system.

END OF INSTRUCTIONS FOR UPLOADING BIDS ELECTRONICALLY

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Section 1 - Purpose of the RFP

The purpose of this RFP is to solicit competitive proposals from a qualified firm or consultant (together "Consultant") for Law Enforcement Feasibility Study, in accordance with the attached specifications and general terms and conditions.

City of Palmdale Background:

The City of Palmdale was incorporated on August 24, 1962. At incorporation, the City encompassed 2.1 square miles. Since that time numerous annexations and sphere of influence amendments have been approved by the County's Local Agency Formation Commission (LAFCO). Currently, the City covers 104.59 square miles. Palmdale is ideally located approximately 60 miles north of downtown Los Angeles in the Antelope Valley within Los Angeles County. To the north it is bounded by unincorporated communities of Lake Los Angeles and Littlerock, to the south it is bounded by unincorporated community of Acton and to the west is bounded by the unincorporated community of Leona Valley.

Government Structure:

Palmdale is a Charter City governed under the City Council/City Manager form of local government. The City Council consists of five members who serve four-year staggered terms, elected from the City by districts with a rotating Mayor. As a legislative body, the City Council is responsible for the enactment of local laws (Ordinances), the adoption of the annual City Budget and Capital Improvement Plan, and the review and adoption of proposed policies, agreements, contracts, and other City business items. The City Manager is responsible for directing the City's operations and administrative processes, as well as, directing and overseeing the implementation of policies crafted by the City Council.

City Structure:

The City of Palmdale currently provides general administrative, recreational, and library services, and performs development processing and public works functions. Fire prevention and protection are provided through the Los Angeles County Consolidated Fire Department. Police and animal control services are also provided under contract by Los Angeles County.

Los Angeles County Sheriff Department Services:

For the past 61 years, the City of Palmdale (City), as a municipality and later as a charter city, has contracted with Los Angeles County to provide its law enforcement through the Los Angeles County Sheriff's Department (LASD). The City population has grown from 126,645 in 2003 to 156,029 in 2013 to its current population of 165,917 and so has the cost of providing law enforcement services. The current fiscal year cost for service and the Liability Trust Fund is \$31,812,605.80. Looking forward, the City is concerned the annual increase in the cost to contract with LASD will be cost-prohibitive and alternative approaches to providing public safety services need to be explored and discussed. In the past ten years, the City of Palmdale has been successful in reducing its per 10,000 population Part I Crime Rate incidents from the upper 300 range to the below 200 range through a strong collaboration with the Los Angeles County Sheriff's Palmdale Station and innovative community programs. These efforts include monthly meetings with the Station Captain and specialized teams, a robust single and multi-family Neighborhood Watch program, providing strong outreach and education to the community, engagement with community partners, collaboration with the Code Enforcement Division, and providing Community Service Officers. In addition to the increasing cost of public safety the City is concerned with the level of customer service, the increasing shortage of sworn personnel, and the LASD response times to non-emergency calls.

Submissions that, 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 may be rejected. Conditional proposals will not be considered.

Section 2 - Contract Duration

The selected Consultant will be required to enter into contract for services. The award shall be made to the Respondent(s) deemed most advantageous to the City based upon the listed evaluation criteria specified herein. The City will award a Contract to whose offer represents the “best value” to the City, price and other factors considered. The right is also reserved by the City to reject any and all offers.

Section 3 - Scope of Services/Work

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

Services shall include, but are not necessarily limited to the following:

The City is seeking through this Request for Proposals a qualified firm that can analyze the current service levels of the City’s public safety services and City programs to determine if its current model is sustainable, if modification of Palmdale’s current strategies and programs should be considered and additional strategies the City should consider. The City will provide to the successful candidate information including an overview of the current level of services received under the City contract with LASD, current approaches the City and LASD have implemented in partnership to help reduce crime and increase customer service, measurable statistics, and the City’s current programs and staffing including those listed above. All options should be explored, and should include associated costs, cost savings, and potential liabilities.

The preferred candidate must have at least five years of experience in the areas of law enforcement operations, public safety programming, community outreach and engagement, and the ability to present innovative strategies and concepts for the City to review in its effort to provide effective and sustainable service levels to the community and its residents.

The Selected Consultant shall provide the following:

- Kickoff Meeting
 - The Consultant shall schedule a kickoff meeting with City Staff, to formally notify all project team members of the plan, start date for the project, and the key milestones that the Consultant will take. The Plan to be further defined as determined in the Kickoff meeting.
- Project Plan
 - The development of a Project Plan should define how the project will be delivered, timeline and how it will be coordinated with the City Staff. The plan should include the following:
 - Identify Deliverables and all tasks, including stakeholder input.
 - Develop a project schedule and progress reporting dates.
 - Notifications of any updates or changes in the schedule and/or deliverables that would affect the timeline.
- Bi- Weekly Check-ins
 - Bi-Weekly check-ins with City Staff via online or in-person.
- City Council Briefing
 - The Consultant shall attend a minimum of two (2) City Council briefings and/or meetings.
- The Consultant shall provide a Draft Report for review.
- The Consultant shall provide a Concise Final Report

Section 4 - Organizational Structure, Qualifications and Experience of Firm

Offers will be accepted only from Respondents regularly and continuously engaged in the business of providing **Law Enforcement Feasibility Study**, that have a minimum of 5 years' commercial and/or municipal experience providing services of similar scope and size under the current business name. Proposals must include definitive information regarding the experience and qualifications of the Respondent. Offers will be accepted only from Respondents who have an adequate number of trained service personnel employed to provide satisfactory service specified under the proposal specifications and subsequent contract award.

Competency

No proposal will be accepted from, or contract awarded to a Respondent who has not successfully performed on projects of similar character and scope. See **Exhibit J – Client References** herein. The Respondent may be required, before the award of any contract, to show to the complete satisfaction of the City that it has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory manner.

Company Background and Structure

The Respondent will provide a general history and description of its company including, but not limited to the number of years in business and number of employees, including the legal form of the business organization, the state in which incorporated (if corporation), the types of business ventures in which the organization is involved, and the office location that will be the point of contact during the term of any resulting contract.

Company and Staff Experience

Respondents must provide resumes of Key Personnel staff assigned to the project and demonstrate sufficient backup personnel are available to successfully complete the contract requirements and provide evidence of ability to work within tight time constraints.

Section 5 - 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*.
<http://www.cityofpalmdale.org/webblapplicationout/BLA/palmdaleoutcity.pdf>
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.** Respondents, 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. The 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 are allowed. (Non-negotiable)

The Respondent shall submit with their proposal response evidence of insurability at limits described in **Exhibit L – Sample Contract for Services** and a copy of your current insurance coverages. Respondent shall submit **Exhibit H - Certification of Insurability** provided herein with their Offer to the City assuring compliance with the insurance requirements requested in this RFP and **Exhibit L – Sample Contract for Services** (Section 10).

Attached as **Exhibit L** 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 and it has been delivered or mailed to the successful Respondent for signature, they will have five (5) days to return the contract document, certificate(s) of insurance, and if applicable, any bond requirements, 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 **Exhibit J – Client References** form provided within this RFP. References will be asked to complete a questionnaire and asked to directly return it to the Purchasing Division 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 be provided with the company address on the Exhibit J - Client References form. References will not be considered if the information provided is missing, incomplete and/or inaccurate.

Section 6 - Submit Proposal Response in Prescribed Format and Content

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.

Letter of Transmittal

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

- a. Identification of Proposer, including name, address, email address, and telephone number.
- b. Proposed working relationship between Proposer and subcontractors, if applicable.
- c. Name, title, address, email, and telephone number of contact person during period of proposal evaluation.
- d. 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.
- e. Signature of a person authorized to bind Proposer to the terms of the proposal.

List of Documents to include (complete and return with proposal)

The following forms and information are required to be submitted with your bid proposal as a matter of responsiveness. If they are not submitted and properly completed, your bid proposal may be determined non-responsive.

- **EXHIBIT E - RESPONDENT SIGNATURE / COVER PAGE** completed and executed by an authorized representative of the Proposer. This form must be submitted with your proposal for your proposal to be considered complete.
- **EXHIBIT F – Form W-9** completed and executed by an authorized representative of the Proposer.
- **EXHIBIT G - AFFIDAVIT OF NON-COLLUSION and NON-DISCRIMINATION** completed and executed by an authorized representative of the Proposer.
- **EXHIBIT H - CERTIFICATION OF INSURABILITY** completed and executed by an authorized representative of the Proposer.
- **EXHIBIT I - BIDDER DISCLOSURE STATEMENTS** complete.
- **EXHIBIT J – CLIENT REFERENCES** - Complete. Please provide references for the same type of services, preferably government agencies or large commercial organizations or institutions of similar implementations, for a minimum of five (5) consecutive years. California references are preferred.
- **EXHIBIT K - DEVIATIONS and/or EXCEPTIONS FORM** completed, if applicable.
- **TECHNICAL PROPOSAL**
- **COST PROPOSAL -TOTAL COST SUMMARY**

Organizational Structure, Qualifications and Experience of Firm

Proposer shall address and respond to the following:

1. **Organization**
 - a. 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.

- b. 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?
- c. Provide the following charts:
 - 1) Organizational structure, including parent/subsidiary relationships, if any:
- d. 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 **Law Enforcement Feasibility Study**.

2. Clients

Describe the Firm's experience in performing services of a similar nature for municipalities, other government agencies or similarly sized organizations or institutions.

- 1) Include, at a minimum, the name of the contracting agency, type of services provided, the contract period, and the name, address, email, and telephone number of a contact person.
- 2) Highlight the participation in such work by the key personnel proposed for assignment to the services described in this RFP.

3. 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.

4. 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 the **Law Enforcement Feasibility Study** by reason of:

- Capabilities and capacity to perform services and implement system;
- Strength and stability of the firm/organization;
- Experience in performing work of a similar nature and size;
- Expertise in the **Law Enforcement Feasibility Study**;
- Commitment and dedication of necessary resources to support the CITY's needs;
- Staffing capability and workload;
- Record of meeting performance standards on similar projects; and
- Supportive client references.

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 qualified to perform the pertinent responsibilities described in **Section 3 - Scope of Services/Work**.

5. Additional Information (optional).

This section should be limited to information not covered elsewhere in the proposal that is directly related to the Respondent's qualifications to provide the products and/or services listed above.

6. 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 Work. 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.

Firm shall be solely liable for compensation due to employees and 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 is met each year of the resultant contract.

- The Pricing shall be a 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.
- The Respondent's proposal shall be valid for 120 calendar days from the date stipulated in the RFP for receipt of proposals. If this offer is accepted within that time period, the Respondent agrees to furnish all services and items as stipulated in the RFP and any accompanying addenda. The Respondent shall submit a Firm Fixed Price for performing all Work specified in the Scope of Services. **The Pricing Proposal must be complete and address all components in the Scope of Work/Services or the proposal will be deemed as non-responsive at the City's discretion.**

Section 7 – 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
Proof of Successful Past Performance and Experience: • Demonstrated present and past work record performance of Law Enforcement Feasibility Study. • Reference Responses (Comments from references regarding Respondent's responsiveness to customer requirements, compliance with the contract terms, conditions, and products and work quality).	30 Points Maximum
Proposer's ability to perform general and specific experience in providing the required services, and the qualifications and abilities of personnel proposed to be assigned to perform the services. Project timeline and associated milestones are fair and reasonable.	15 Points Maximum

Criteria	Maximum Score
• Key Personnel Resumes – experience of key staff on comparable projects, or in performing comparable services	
Cost Proposal. Mathematically calculated based upon the reasonableness of the cost or price proposed for services. Competitiveness of the price with the other proposals received and least amount of risk. Completeness and adequacy of data in support of the figures quoted, and the basis which prices are quoted.	15 Points Maximum
Technical, Plan, & Scheduled Approach. • Demonstrate the company's ability to deliver the requirements of this RFP. The overall quality of the proposed plan for performing the required services and the demonstration of a clear understanding of the project. • Quality of RFP response is based on the overall quality and presentation of the proposer's response documents. Responses that are complete, organized and provide all relevant materials to properly evaluate the response and the company.	40 Points Maximum
TOTAL POINTS MAXIMUM 100	

The City may also 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 determined it to be necessary, it may then conduct interviews and negotiations with firms within the established competitive range. This is a projected schedule only, subject to change by CITY. All Proposers are asked to keep these dates available. CITY will notify proposers in advance of their scheduled interview date. If a Proposer is unable to attend their interview on the specified date: its proposal may be eliminated from further consideration. 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 a negotiation with the Proposer. At the conclusion of interviews, demos, and negotiations, the evaluation committee may choose to proceed using one of the following processes:

- A. The committee may find it necessary to re-score the proposals in light of information gained during the interviews, demos, and negotiations process. The proposals will be scored in the same manner as the original proposals.
- B. 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 and Process B may result in a new ranking and competitive range.)
- C. The committee may also elect to bypass both Processes A and B and move forward to best and Final Offers (BAFO). Proposers remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the Proposers may be asked to provide additional

information, confirm, or clarify issues and submit a final cost/price offer. A deadline for submission will be stipulated. The BAFO's will be scored in the same manner as the original proposals.

After the BAFO's are evaluated and scored, the evaluation committee may recommend to the Purchasing division, a proposal with the highest final ranking or a short list of top ranked proposals within the competitive range whose offer(s) are the most advantageous to CITY. The Purchasing Division will review the evaluation committee's recommendation and may enter into further negotiations with the Proposer(s) or forward its decision to the City Manager or City Council for final action.

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.

Best and Final Offers (BAFO)

When desired, the City reserves the right to seek a best and Final Offer from one or more Respondents who have been "short-listed" during the evaluation process. Respondents chosen to submit Best and Final Offers will be given instructions on preparing their Best and Final Offer including an indication of which areas of the RFP must be addressed. Best and Final Offers will be evaluated as an adjustment to the scores already awarded by the Evaluation Committee. After receiving the Best and Final Offers, the Procurement Officer may conduct an additional discussion with Respondents. If a Respondent does not submit a Best and Final Offer, its immediate previous offer will be considered as its Best and Final Offer.

Unsolicited Best and Final Offers from Respondents will not be considered. Each Respondent in the competitive range may be afforded the opportunity to amend its proposal and make one BAFO. The request for BAFOs will include the following:

1. Notice that this is the opportunity to submit a written BAFO.
2. A common date and time for submission of a BAFO by each Respondent in the competitive range, allowing a reasonable opportunity to prepare BAFOs.
3. Notice that if any modification to a BAFO is submitted, it must be received by the date and time specified for receipt of BAFOs.
4. Notice to Respondents that do not submit a notice of withdrawal or a BAFO that their immediately previous proposal will be construed as their BAFO.

If a Respondent's BAFO modifies its initial proposal, the modifications must be identified in the BAFO. The City will evaluate BAFOs based on the same requirements and criteria applicable to initial proposals. Based on the criteria defined in this RFP document, the City will then perform final scoring and prepare final rankings.

The Evaluation Committee will recommend the proposal that is the best value and most advantageous to the City based on the evaluation criteria. The results of the evaluation and the

selection of a Respondent for any award will be documented in the procurement file.

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”.

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 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.

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 the award of this contract, the Finance Manager, 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 Finance Manager and/or designee.

Section 8 – General Terms and Conditions & Instructions

1. 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 contact set out on Page 1 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.

2. Solicitation Questions, Answers and Addenda

Respondents are responsible for obtaining the solicitation and any attachments from the City's PB™ online system at www.cityofpalmdale.org. Respondents are required to review the entire solicitation package before submitting questions. 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.

3. 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 a time stamp from the City's bid management system indicating that the proposal response was submitted successfully. Transmission of Proposals by any other means will not be accepted.

Respondents shall be solely responsible for informing themselves with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Respondent to successfully submit an electronic Proposal shall be the Respondent's sole risk and no relief will be given for late and/or improperly submitted Proposal.

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.

Proposals must be signed by an official who has the legal authority to commit the firm to a contractual agreement. 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, alterations, 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.

4. 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.

5. Expenses Incurred. All expenses incurred in the preparation and submission in response to this solicitation shall be borne by the Respondent.

6. **California Public Records Act.** Proposals are not to be marked as confidential or proprietary. 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.

7. **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 (Exhibit L)* shall be clearly identified including the specific objection(s) and/or exceptions on the City provided *Deviations and/or Exceptions Form (Exhibit K)*.

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:

- a. 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
- b. 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.

To ensure compliance with this bid proposal document, Respondent should forward this Solicitation and the Model Contract for Services to their attorney prior to bid proposal submittal.

8. **Taxes.** 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.
9. **Protest.**
- 9.1 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.
- 9.2 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, at 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.
- 9.3 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. **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.
- 9.4 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.
10. **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 **Exhibit J – Bidder Disclosure Statements**.

- 11. Non-Collusion and Non-Discrimination.** The Proposer shall submit **Exhibit H - Affidavit of Non-Collusion and Non-Discrimination**. By signing and submitting the Offer, the Respondent certifies that:
- A. The Respondent did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - B. 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 it complies with all applicable Federal, state, and local laws and executive orders regarding employment.
 - C. The Respondent understands that the Respondent will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or supplies generally taxable to the Respondent are eligible for a tax exemption due to the nature of the item, Respondent shall assist CITY in applying for and obtaining such tax credits and exemptions which shall be paid or credited to CITY.
- 12 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.
- 13 Proposal Ambiguity.** Any ambiguity in the proposal as a result 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.
- 12. Discretion and Liability Waiver.** 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 the preparation and submission of proposals or in anticipation of a contract. The City reserves the right to:
- 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 may be rejected. Conditional proposals will not be considered.
 - Make the selection based on its sole discretion.
 - Reject any-and-all proposals.
 - Issue subsequent Requests 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.

Section 9 – City Provided Forms (completed and returned with proposal)

See Pages 23 through 31.

Exhibit D - Notice of "No Proposal Submittal"

Receipt of this completed form will assist us in calling for future solicitations. Please state the reasons why you are not proposing an offer or bidding. Complete and submit this form prior to the closing date and time as shown on the Notice of Request for Proposals.

RFP No. 23-001-2500 Title: Law Enforcement Feasibility Study

A Proposal is not being submitted for the following reason(s):

Request for Proposal (RFP)

- ☐ Insufficient time to prepare quote/bid/proposal
- ☐ We are unable to competitively quote/bid/propose at this time
- ☐ Insufficient information to prepare quote/ bid/ proposal
- ☐ Current client commitments, too busy to respond
- ☐ The timeframe was too short for us to be able to adequately respond
- ☐ The complexity of the RFQ makes a response unreasonable
- ☐ Is there something in the RFQ which prevents interest? _____

☐ If the City has stated a budget, the estimated City budget requirements within the RFP were unrealistic. Please state why: _____

- _____

☐ Specifications are not sufficiently defined
- ☐ Cannot obtain raw materials/goods in time to meet delivery requirements
- ☐ Other reasons or additional comments (please explain below)

Comments: _____

Company Name: _____

DBA: _____

Address: _____

Telephone: _____ Email: _____

EXHIBIT E - RESPONDENT SIGNATURE / COVER PAGE

RFP No. 23-001-2500 Title: Law Enforcement Feasibility Study

1. **RESPONDENT**

Firm Name: _____

Contact Name: _____

Principal Address: _____

Local Address: _____

Phone: _____ Fax: _____

Email: _____

Structure: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture

Tax ID No: _____ California Contractor License No: _____

Department of Industrial Relations (DIR) Registration No. _____

Registration Date: _____ Expiration Date: _____

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: _____ Title: _____

Signature: _____ Date: _____

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member 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 FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	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 Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
OR									
Employer identification number									
				-					

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 on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	-----------------------------------	---------------

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT G



CITY OF PALMDALE

AFFIDAVIT OF NON-COLLUSION and NON-DISCRIMINATION

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: _____ Printed Name/Title: _____

Company Name: _____

Doing Business As: _____



EXHIBIT H – CERTIFICATION OF INSURABILITY

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 **Exhibit L – Sample Contract for Services for RFP No. 23-001-2500 Title: Law Enforcement Feasibility Study** has 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 policies 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 the 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.

Proposer Company Name

Signature of Authorized Representative signing on behalf on Proposer

Print Name of Authorized Representative of Proposer Company

Date

BIDDER DISCLOSURE STATEMENTS

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?		
G.	Has the Bidder and/or subject company, any company officer, or any owner of a twenty (20%) percent interest or greater in the company, been convicted of a felony or is currently under indictment on any felony charge?		

By the signature affixed to **Exhibit E – 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.

EXHIBIT J – CLIENT REFERENCES

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: _____

Address: _____

Email Address: _____ Fax: _____

Telephone: _____ Contact Name: _____

Contact Title: _____ Service Dates: _____

Project Manager: _____ Bid No. (if applicable) _____

Summary of Project: _____

Project Cost: _____

Reference #2

Name of Organization: _____

Address: _____

Email Address: _____ Fax: _____

Telephone: _____ Contact Name: _____

Contact Title: _____ Service Dates: _____

Project Manager: _____ Bid No. (if applicable) _____

Summary of Project: _____

Project Cost: _____

Reference #3

Name of Organization: _____

Address: _____

Email Address: _____ Fax: _____

Telephone: _____ Contact Name: _____

Contact Title: _____ Service Dates: _____

Project Manager: _____ Bid No. (if applicable) _____

Summary of Project: _____

Project Cost: _____

Reference #4

Name of Organization: _____

Address: _____

Email Address: _____ Fax: _____

Telephone: _____ Contact Name: _____

Contact Title: _____ Service Dates: _____

Project Manager: _____ Bid No. (if applicable) _____

Summary of Project: _____

Project Cost: _____

EXHIBIT L – SAMPLE CONTRACT FOR SERVICES

[Provided in a Separate Document]



City Council Staff Report

DATE: JANUARY 10, 2024
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: NEIGHBORHOOD SERVICES
HOUSING DIVISION
DISTRICT: ALL
SUBJECT: APPROVE THE SUB-RECIPIENT AGREEMENT WITH ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL DBA VALLEY OASIS TO ADMINISTER THE HOME INVESTMENT PARTNERSHIPS FUNDED TENANT BASED RENTAL ASSISTANCE PROGRAM IN AN AMOUNT NOT TO EXCEED \$787,500 FOR A TERM OF FOUR YEARS AND SIX MONTHS

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Subrecipient Agreement (A-8658) with Antelope Valley Domestic Violence Council DBA Valley Oasis to administer the HOME Investments Partnerships Funded Tenant Based Rental Assistance Program in an amount not to exceed \$787,500 for a term of four years and six months; and
2. Authorize the City Manager or her designee to make necessary changes and execute documents related to the HOME Investments Partnerships Funded Tenant Based Rental Assistance Program.

DISCUSSION

On May 3, 2023, the City Council approved the 2023-2024 Action Plan approving the HOME Investment Partnerships Grant funded (HOME) Tenant Based Rental Assistance (TBRA) program. Since implementation in 2016, the TBRA program has annually assisted up to 32 extremely low-income senior households with a severe cost burden of paying more than 50% of their income on rent.

The City's Consolidated Plan analysis has identified assistance to seniors 62 and above as a high priority. Many senior households are on extremely low or fixed incomes and are in critical need of assistance. Providing rental assistance to these households will allow them to meet basic needs including food and prescription medication. The TBRA program continues to be essential as monthly rents continue to rise.

On September 24, 2023, staff posted Request for Proposals (RFP) 23-002-6400 for the Tenant Based Rental Assistance (TBRA) program on PlanetBids. Through PlanetBids, 53 vendors were notified of the RFP, and 16 were considered prospective. Of the 16

potential vendors, 4 are from local businesses, 4 are minority-owned businesses, 5 are women owned businesses, and 3 are disadvantaged businesses. At the close of the bid on October 23, 2023, no proposals were received.

On October 27, 2023, staff reissued Request for Proposals (RFP) 23-006-6400 for the Tenant Based Rental Assistance (TBRA) program on PlanetBids. Through PlanetBids, 54 vendors were notified of the RFP, and 16 were considered prospective. Of the 16 potential vendors, 4 are from local businesses, 4 are minority-owned, 6 are women-owned, and 3 are disadvantaged. At the close of bid on December 8, 2023, one proposal was received. No contact was received from other potential responders. The proposal underwent an RFP evaluation process that included an individual and group evaluation. The result of the evaluation process is the recommendation to award the contract to Antelope Valley Domestic Violence Council DBA Valley Oasis.

Both bids were advertised through PlanetBids, the Antelope Valley Press, the City of Palmdale website and sent to local organizations via email.

FISCAL IMPACT

\$787,500; HOME Investment Partnerships Program funds are allocated to provide the Tenant Based Rental Assistance Program (TBRA) in account 24364008 for \$87,500 for the six months through June 30, 2024, and \$175,000 per year for up to four years as long as funding is available, through June 30, 2028.

	Year 1 Six Months	Annual Program Year 2-5
Client Benefits	\$70,000	\$140,000
Case Management Direct Costs	\$12,500	\$25,000
City Program Administration	<u>\$5,000</u>	<u>\$10,000</u>
Total	\$87,500	\$175,000

STRATEGIC PLAN

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

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

Prepared by:	Becky Bartlett, Management Analyst II
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-8658 with Antelope Valley Domestic Violence Council DBA Valley Oasis

HUD SUB-RECIPIENT AGREEMENT
BETWEEN
THE CITY OF PALMDALE
AND
ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL DBA VALLEY OASIS
FOR THE
HOME INVESTMENT PARTNERSHIPS PROGRAM
TENANT BASED RENTAL ASSISTANCE

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SUB-RECIPIENT AGREEMENT

This Sub-Recipient Agreement entered into this 18th day of December, 2023 by and between the City of Palmdale, a municipal corporation, hereinafter referred to as "City" and Antelope Valley Domestic Violence Council DBA Valley Oasis, a private non-profit organization as defined at section 501(c)(3) of the Internal Revenue Code, hereinafter referred to as "Sub-Recipient".

WITNESSETH

WHEREAS, City has entered into a contract with The United States of America through its Department of Housing and Urban Development (HUD) to execute the City's HOME Investment Partnerships Program (HOME) under, the Cranston-Gonzalez National Affordable Housing Act, as amended, Catalogue of Federal Domestic Assistance Number 14.239, hereinafter called the "Act"; and

WHEREAS, City and Sub-Recipient have an interest in providing necessary services to and enhancement of the quality of life of its citizens; and

WHEREAS, City and Sub-Recipient recognize that this project is eligible under HUD regulations; and

WHEREAS, City and Sub-Recipient desire to participate in said program by reason of experience, preparation, organization, staffing, and facilities to provide services.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

OPERATIVE PROVISIONS

1. Scope of Services. Sub-Recipient shall perform all the services described in the Project Description and Scope of Services set forth on Exhibit "A" to this Agreement, a copy of which is attached hereto and incorporated herein by this reference.

2. Time of Performance. Said services of Sub-Recipient are to commence on January 1, 2024 and shall be completed no later than June 30, 2028.

3. Compensation and Method of Payment. For performance of such services, City shall pay Sub-Recipient's costs incurred for client services and program delivery costs in an amount of money not to exceed Seven Hundred Eighty Seven Thousand Five Hundred dollars (\$787,500), a portion of the HOME funds allocated to the City. The allocation of this

reimbursable compensation shall be in accordance with Exhibit "A". Said payment shall constitute full and complete compensation for performance by Sub-Recipient of the Services under this Agreement. All Requests for Reimbursement shall be submitted on a monthly basis in accordance with HUD regulations "Audit Ready". Verifiable written supporting documentation of expenditures for services rendered plus proof of payment all acceptable to City in the sole discretion of City shall be submitted prior to any payment by the City of Sub-Recipient's expenditures. After timely receipt of each supporting documentation and approval, City will draw a warrant in payment to Sub-Recipient. Supporting statements shall give the total of said expenses and shall also itemize the same in detail conforming to the Budget Summary set forth on Exhibit "B". After timely receipt of each supporting statement and approval, City will draw a warrant in favor of Sub-Recipient for the total amount of the Request for Reimbursement approved by the City. Request for Reimbursement shall not be accepted by City unless proper documentation is provided.

4. Compliance with Laws and Assurances. Sub-Recipient hereby assures and certifies that it has complied and will continue to comply with the Act and all applicable Federal, State, and local laws, ordinances, regulations, policies, guidelines, and requirements as they relate to acceptance and use of Federal Funds for this Federally assisted program. This Agreement is subject to all such laws, ordinances, regulations, policies and guidelines, including, without limitation, the Act; Title 24, Code of Federal Regulations, Part 92; and U.S. Office of Management and Budget Circulars applicable including, without limitation, A-87, A-110, A-122 and A-133.

5. Equal Employment Opportunity. Sub-Recipient shall make every effort to ensure that all projects funded wholly or in part by HUD HOME funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, Sub-Recipient shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

6. Discrimination. No person shall, on the grounds of race, sex, creed, color, religion or national origin, be excluded from participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Agreement.

7. Accounting. Sub-Recipient shall establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles, practices, and standards.

8. Budget Section. No more than the amounts specified in the Budget Justification set forth in the Project Application, shall be spent for the separate cost categories specified in Exhibit "B", and without prior written approval of the City Manager or her Designee.

9. Non-Expendable Property. A record shall be maintained by Sub-Recipient for each item of nonexpendable property acquired for this program with HOME funds. This record shall be provided to City as well as being available for inspection and audit upon reasonable notice by the City at the request of City. Non-expendable property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of three hundred (\$300) or more per unit. Sub-Recipient shall not purchase or agree to purchase non-expendable property without the prior written approval from the Director of Neighborhood Services or her Designee. Upon completion or early termination of this Agreement, the City reserves the right to determine the final disposition of said non-expendable property acquired for this program and HOME funds in compliance with applicable laws and regulations. Said disposition may include, but is not limited to, City taking possession of said non-expendable property.

10. Purchase or Lease of Non-Expendable Property or Equipment. Sub-Recipient shall obtain three documented bids prior to purchasing or leasing any non-expendable personal property or equipment over three hundred dollars (\$300) in unit value as approved in the Budget set forth on Exhibit "B". Sub-Recipient shall purchase or lease from the lowest responsive and responsible bidder. All equipment that has a purchase or lease price of over three hundred dollars (\$300) in unit value and life expectancy of more than one (1) year shall be properly identified and inventoried and shall be charged at its actual price, deducting all cash discounts, rebates and allowances received by Sub-Recipient. This inventory shall be provided to City as well as being available for inspection and audit upon reasonable notice by the City at the request of City.

11. Changes in Grant Allocation. City reserves the right to reduce the grant allocation when City's fiscal monitoring indicates that Sub-Recipient's rate of expenditure will result in unspent or uncommitted funds in excess of forty percent (40%) on or about March 1 of each program year. Changes in the grant allocation will be done after consultation with Sub-Recipient. Such changes shall be incorporated into this Agreement by written amendments.

12. Revenue Disclosure Requirement. By its execution of this Agreement, Sub-Recipient certifies that it has previously filed with the City of Palmdale, Department of Neighborhood Services, a written statement listing all revenue received, or expected to be received, by Sub-Recipient from Federal, State, City and County, and from other governmental agencies, and applied or expected to offset, in whole or in part, any of the costs incurred by Sub-Recipient in conducting current or prospective projects or business activities, including, but not limited to, the project or business activity which is the subject of this Agreement. Such statement shall reflect the name and a description of such project, the dollar amount of funding provided, or to be provided, by each and every governmental agency to each such project or business activity, and the full name and address of each such governmental agency. During the term of this Agreement, Sub-Recipient shall prepare and file a similar written statement each time it receives funding from any governmental agency which is additional to that revenue disclosed in Sub-Recipient's initial revenue

disclosure statement hereunder. Such statement shall be filed with the Department of Neighborhood Services, within fifteen (15) calendar days following receipt of such additional funding. Sub-Recipient shall make available for inspection and audit by City's representatives, upon request, at any time or times during the duration of this Agreement and during a period of five (5) years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or in part with governmental monies, whether or not such monies are received through City. All such books and records shall be maintained by Sub-Recipient at their designated business location. Failure to comply with the requirements of this section of the Agreement shall constitute a material breach of this Agreement upon which City may, among its other remedies, and without limitation, cancel, terminate, or suspend this Agreement.

13. Joint Funding. For programs in which there are sources of funds from the private sector in addition to HOME funds, Sub-Recipient shall provide proof of such funding. City shall not pay for any services provided by Sub-Recipient which are funded by other sources. All restrictions and/or requirements provided in this Agreement relative to accounting, budgeting, and reporting, apply to the total program regardless of funding sources.

14. Notices. All notices herein required shall be in writing.

To City: City of Palmdale
38300 N. Sierra Hwy
Palmdale, CA 93550
Attn: Becky Bartlett

To Sub-Recipient: Antelope Valley Domestic Violence Council
DBA Valley Oasis
PO BOX 2980
Lancaster, CA 93539
Attn: Sarah Perry

15. Assignment. This Agreement is not assignable by Sub-Recipient without the express prior written consent of City, which consent shall be given in City's sole discretion. Any attempt by Sub-Recipient to assign any performance of the terms of this Agreement shall be null and void and shall constitute a material breach of this Agreement upon which the City may, among its other remedies, and without limitation, cancel, terminate or suspend this Agreement.

16. Termination and Termination Costs.

a. This Agreement may be terminated at any time by any party upon giving its thirty (30) day notice in writing to the other party. City Manager or her Designee is hereby empowered to give said notice, subject to ratification by the City Council. Further, the

City may immediately terminate this Agreement upon the termination, suspension, discontinuation or substantial reduction in HUD HOME funding for the Agreement activity. Further, and notwithstanding any other provision of this Agreement, if Sub-Recipient materially fails to comply with any term of this Agreement, or the award the subject of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or obligation, a notice of award, or elsewhere, the awarding agency or City may take any one or more of the following actions, as appropriate in the circumstances:

- (i) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient or more severe enforcement action by the awarding agency;
- (ii) Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
- (iii) Wholly or partly suspend or terminate the current award for the City's or Sub-Recipient's program;
- (iv) Withhold further awards for the program; or
- (v) Take other remedies that may be legally available.

Further, and notwithstanding any other provision of this Agreement, the award may be terminated for convenience in accordance with Title 24, Code of Federal Regulations, Part 85.44.

b. Costs of Sub-Recipient resulting from obligations incurred by the Sub-Recipient during a suspension or after termination of this Agreement are not allowable unless City expressly authorizes them in the Notice of Suspension or Termination or subsequently. Other Sub-Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowed if:

- (i) The costs result from obligations which were properly incurred by the Sub-Recipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable; and
- (ii) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Program Income. Any and all program income (as defined at Title 24, code of Federal Regulations, Part 570.500(a)) received by Sub-Recipient during the term of this Agreement shall be immediately returned to City. Any and all program income on hand with

Sub-Recipient at the time of the expiration of this Agreement, or received by Sub-Recipient after the expiration of this Agreement, shall be paid to City pursuant to the provisions of Paragraph 19 of this Agreement.

18. Reversion of Assets. Upon the expiration or termination of this Agreement, for any reason whatsoever, Sub-Recipient shall forthwith transfer to City, any HOME funds on hand at the time of such expiration or termination and any accounts receivable attributable to the use of HOME funds including, without limitation, program income.

19. Fiscal Limitations. This United States of America through HUD may in the future place programmatic or fiscal limitation(s) on HOME funds not presently anticipated. Accordingly, City reserves the right to revise this Agreement in order to take account of actions affecting HUD program funding. In the event of funding reduction, City may reduce the budget of this Agreement as a whole or as to cost category, and may, at its sole discretion, limit Sub-Recipient's authority to commit and spend funds, and may restrict Sub-Recipient's use of both its uncommitted and its unspent funds. Where HUD has directed or requested City to implement a reduction in funding, with respect to funding for this Agreement, the Director of Neighborhood Services or his/her Designee may act for City in implementing and effecting such a reduction and in revising the Agreement for such purpose. The Director of Neighborhood Services or his/her Designee may act for City in suspending the operation of this Agreement for up to sixty (60) days, upon three (3) days written notice to Sub-Recipient of his/her intention to so act. In no event, however, shall any revision made by City affect expenditures and legally binding commitments made by Sub-Recipient before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

20. Use of Funds for Entertainment, Meals or Gifts. Sub-Recipient certifies and agrees that it shall not use funds provided through this Agreement to pay for entertainment, meals, or gifts.

21. Release, Indemnification, and Hold Harmless. Sub-Recipient agrees to indemnify, defend and hold harmless CITY, its officers, agents and employees, from and against all claims, losses, obligations, or liability which arise out of, or are in any way related to, the Sub-Recipient's acts, errors or omissions, or those of its employees or agents under Agreement.

22. Insurance Requirements.

22.1 Sub-Recipient, 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 within the State of California. **Proof of Insurance, as identified in Section 22.8, must be reviewed and accepted by the City.**

22.1.1 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

22.1.2 Professional Liability Insurance*

- \$1,000,000.00 with no deductible, or;
- Comparable alternative as determined by the City Attorney; and
- Policy form on a claims-made basis

22.1.3 Commercial General Liability

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

22.1.4 Commercial Automobile Liability

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

22.1.5 Crime

- \$1,000,000.00 per occurrence

22.1.6 Cyber Liability

- \$1,000,000.00 per occurrence

22.2 All of Sub-Recipient'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 in coverage in the policy.

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

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

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

22.5 The requirements as to the types and limits of insurance to be maintained by

Sub-Recipient are not intended to and shall not in any manner limit or qualify Sub-Recipient's liabilities and obligations under this Contract.

22.6 Any policy or policies of insurance that Sub-Recipient 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.

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

22.8 Acceptable Proof of Insurance:

22.8.1 ACORD Certificate of Insurance listing all coverages, limits, deductibles and insureds; and endorsements for all applicable coverages if agent has authority to issue it; Additional insured Form CG20101185 or CG20100707 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

22.8.2 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.

22.8.3 * When coverage is provided on a "claims made basis", Sub-Recipient 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 Sub-Recipient for all claims made by CITY arising out of any acts or omissions of Sub-Recipient, or its officers, employees or agents during the time this Agreement was in effect.

22.9 Notwithstanding any other provisions of this Contract, CITY may immediately terminate this Contract if, at any time Sub-Recipient fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

23. Conflict of Interest. Sub-Recipient, its agents and employees shall comply with all applicable Federal, State, County and City laws and regulations governing conflict of interest. To this end, Sub-Recipient will make available or shall provide copies of all applicable Federal, State, County and City laws and regulations governing conflict of interest, to its agents and employees, and shall furnish to City, prior to execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors, and personal service providers, including subsidiaries. This list may be limited to those subgrantees/subcontractors, vendors or personal service providers, including subsidiaries - which will receive Ten Thousand Dollars (\$10,000) or more during the term of this Agreement. Such list shall include the names, addresses, telephone numbers and identification of principal parties and description of services to be provided. During term of this Agreement, Sub-Recipient shall notify City in writing of any change in the list within fifteen (15) days of any change.

24. Budget Modifications. City may grant budget modifications to this Agreement for the movement of funds within the budget categories identified in the Application when such modifications:

- a. Do not exceed \$10,000 per budget cost category;
- b. Are specifically requested by City;
- c. Do not alter the amount of compensation subject to or under this Agreement;
- d. Will not change the project goals or scope of services;
- e. Are in the best interests of City and Sub-Recipient in performing the scope of services under this Agreement; and
- f. Related to salaries, are in accordance with applicable salary ordinances or laws.

25. Time of Performance Modifications. City may grant time of performance modifications to this Agreement when such modifications:

- a. In aggregate do not exceed twelve (12) calendar months;
- b. Are specifically requested by City;
- c. Will not change the project goals or scope of services; and
- d. Are in the best interest of City and Sub-Recipient to perform the scope of services under this Agreement.

26. Independent Contractor. The parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever.

27. Amendments; Variations. This writing with attachments, embodies the whole of the Agreement of the parties hereto. There are no oral Agreements not contained herein. Except as herein provided, addition or variation of the terms of this Agreement shall not be valid unless made in the form of a written amendment to this Agreement formally approved and executed by all parties.

28. Purchase and Invoice Deadlines. Purchase of equipment and property, other than supplies, shall be completed before the last three (3) months of the Agreement period and all equipment bills are to be paid before the last two (2) months of this period. No property or equipment, other than supplies, may be purchased during the final three (3)

months of the Agreement. Sub-Recipient shall complete all purchases of supplies before the last two (2) months of the Agreement and shall pay all supply bills before the final month of the Agreement. Invoices that have not been received by the Department of Neighborhood Services, within sixty (60) days after the Agreement termination date shall not be honored. Exceptions to these limitations require prior written approval by Director of Neighborhood Services, or their Designee.

29. Acquisition of Supplies and Equipment. Following approval by City for necessary supplies and equipment for Agreement performance, Sub-Recipient may purchase from a related agency/organization only if:

- a. Prior authorization is obtained in writing from City;
- b. No more than charges for reimbursement costs are made and no less than minimum specifications are met as provided in writing by City;
- c. A community related benefit is derived from such Sub-Recipient related acquisition; and
- d. No conflict of interest or private gain accrues to Sub-Recipient or its employees, agents or officers.

30. Program Monitoring. City will monitor Sub-Recipient in the performance of this Agreement. Sub-Recipient shall maintain such property, personnel, financial and other records and accounts as are considered necessary by HUD, and City, to assure proper accounting for all HOME funds authorized under this Agreement. Sub-Recipient will permit on-site inspection by City and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgment of City and HUD, may be relevant to a question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program. All Sub-Recipient records, with the exception of confidential client information, shall be made available to representatives of City and appropriate Federal agencies. Sub-Recipient shall maintain complete and sufficient client information on a standardized form meeting the minimum HUD data collection requirements for the HOME, as disseminated by HUD and implemented by the City of Palmdale, for each client served. The Director of Neighborhood Services or his/her Designee will conduct periodic program progress reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, the effectiveness of program management, and the impact of the program.

31. Monthly Progress Reports. By the fifth (5th) calendar day of each month, Sub-Recipient shall submit a Monthly Status Report on the progress of the program to City's Department of Neighborhood Services. This report shall conform to HOME data collection requirements and be in a form and format acceptable to the City of Palmdale. Totals should reflect monthly and cumulative data of all persons/households assisted under this

Agreement. A supporting narrative will also be required, that describes in measurable terms, the accomplishments and activities attained during the reporting month by the Sub-Recipient in meeting the goals described in Exhibit "A" during the reporting period.

32. Use of Funds. Funds allocated pursuant to this Agreement shall be used exclusively for costs included in Sub-Recipient's program budget. Agreement funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities. All Bank Accounts for Sub-Recipient shall be non-interest bearing.

33. Religious Proselytizing or Political Activities. Sub-Recipient agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Agreement. Funds under this Agreement will be used exclusively for performance of the services required under this Agreement and no funds shall be used to promote any religious or political activities.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with HOME funds, pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and provided Sub-Recipient is and has qualified to participate in this Agreement as a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, the Sub-Recipient:

a. Represents that it is not, or may not be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization;

b. Agrees that, in connection with such public services:

- (i) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- (ii) It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- (iii) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services;

- (iv) The portion of a facility used to provide public services assisted in whole or in part under this Agreement shall contain no sectarian or religious symbols or decorations; and
- (v) The funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the Sub-Recipient and in which the public services are to be provided; provided that, minor repairs may be made if such repairs (1) are directly related to the public services, (2) are located in a structure used exclusively for non-religious purposes, and (3) constitute in dollar terms only a minor portion of the HOME expenditure for the activity.

34. Audits. The City is required to arrange for an independent financial and compliance audit (Single Audit) annually for each fiscal year Federal funds exceeding \$750,000 are received under this Agreement. An audit may also be conducted by Federal, State, or funding source agencies as part of the City's audit responsibilities. Sub-Recipient shall provide a written response to all conditions or findings reported in said audit report within 30 days of notice. The response must examine each condition or finding and explain a proposed resolution, including a schedule for correcting any deficiency, within six (6) months after receipt of the audit report. The Department of Neighborhood Services, and its authorized representatives shall, at all times, have access for the purpose of audit or inspection to any and all books, documents, papers, records, property, and premises of Sub-Recipient, whose staff will cooperate fully with authorized auditors when they conduct audits and examinations of Sub-Recipient's program. If indications of misappropriation or misapplication of the funds of this Agreement cause City to require a special audit, the cost will be encumbered and deducted from this Agreement budget. Should the special audit confirm misappropriation or misapplication of funds, Sub-Recipient shall reimburse City. In the event City uses the judicial system to recover funds, Sub-Recipient shall reimburse City legal fees and court costs in addition to awards.

35. Counterparts. This Agreement may be executed in counterparts. When executed, each counterpart shall be deemed an original, irrespective of date of execution. Said counterparts shall together constitute one and the same Agreement.

36. Status of Sub-Recipient. This Agreement shall not become effective until such time as the City Manager or her Designee submits to Sub-Recipient written notice that the Director of Neighborhood Services has determined and verified to his/her reasonable satisfaction, in their sole discretion, that Sub-Recipient is an eligible Sub-Recipient ("Eligible Sub-Recipient") as defined in Title 24, Code of Federal Regulations, Section 570.204(c). Sub-Recipient represents and warrants that once recognized as an Eligible Sub-Recipient, it will take any and all necessary actions to remain an Eligible Sub-Recipient. Further, in this regard, in the event Sub-Recipient no longer qualifies as an Eligible Sub-Recipient, it shall

forthwith notify City in writing of such lapse of qualification.

37. Reserved.

38. Homeless Management Information System (HMIS). Sub-Recipient shall maintain access to the Los Angeles Continuum of Care (LACoC) HMIS system for the duration of this agreement. Sub-Recipient shall enter client data for all HOME approved client households into the HMIS system within two (2) working days of the approval of assistance to a client household by the HOME Committee, as described in Exhibit "A".

39. Compliance with Federal Laws and Regulations. In the performance of this Agreement, the Sub-Recipient shall comply with the following:

- a. U.S. Department of Housing and Urban Development HOME Investment Partnerships Program Final Rule, as amended, including regulations at 24 CFR Part 92.
- b. Development HOME Investment Partnerships Program Certifications regarding: Consistency with the Consolidated Plan and confidentiality requirements.
- c. 24 CFR Part 1 and 6, Public Law 90-284, Fair Housing Act, the regulations issued following Title VI of the 1964 Civil Rights Act and Section 109 of the 1975 Housing and Community Development Act that prohibits discrimination in HUD programs based on sex, race, color, national origin, and religion and administer all programs and activities in a manner to affirmatively further the policies of the Fair Housing Act.
- d. 24 CFR Part 107 and 108, the regulations issued following Executive Order 11063 and Executive Order 12892 which prohibits discrimination and promotes equal opportunity in housing.
- e. 24 CFR Part 24, the regulations that prohibit use of debarred or suspended contractors on federally assisted projects and Drug-Free Workplace requirements; issued according to Executive Order 12459.
- f. Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, regarding eligibility restrictions for certain resident aliens.
- g. 24 CFR Part 7 and 41 CFR Part 60, regulations on equal employment opportunity without regard to race sex, color, religion, age, national origin, and disability in federally assisted construction contracts.
- h. 2 CFR Part 200, Uniform Administrative Requirements including but not limited to federal cost principals and regulations concerning annual audits.
- i. 24 CFR Part 87, 2 CFR 200, and Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), regulations for restrictions on lobbying and required certifications.
- j. 36 CFR Part 800, the regulations outlining the procedures for the protection of historic and cultural properties.
- k. Age Discrimination Act of 1975 (42 U.S.C. 6101), the regulations that prohibit discrimination on the basis of age.

- l. Chapters 81 and 84, of the Health and Safety Code; Title VIII, subtitle D of the Cranston-Gonzalez National Affordable Act of 1990, and 24 CFR Part 50.
- m. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c), the regulations on contracts for construction or repair awarded by subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act.
- n. Executive Order 13170, regulations on increasing opportunities and access for Disadvantaged Businesses.
- o. HUD requirements, all other required reports, circulars, and procedures when applicable.
- p. National Affordable Housing Act (NAHA) PL 101-625.
- q. National Flood Insurance Act of 1968, 24 CFR Part 55 under Executive Order 11988, the regulations for proposed projects and properties located in a floodplain.
- r. Residential Lead Based Paint Hazard Reduction Act of 1992, the regulations implemented by 24 CFR Part 35, Subpart B imposes certain requirements on disclosure of lead base paint hazards.
- s. Section 3 of the U.S. Housing and Urban Development Act of 1968 providing for economic opportunities for low and very low local residents in connection with assisted projects.
- t. Section 504 of the Rehabilitation Act of 1973, 24 CFR Part 40 and 41, the regulations that sets forth policies and procedures for the enforcement of standards and requirements for accessibility for disabled persons. The Architectural Barriers Act of 1968 and the American with Disabilities Act provide additional laws on accessibility and civil rights to individuals with disabilities.
- u. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, policies that provide for displacement, relocation assistance, and real property acquisition as defined by 42 U.S.C. 4601 (URA) (42 U.S.C. 4601), and implementing regulations issued by the Department of Transportation at 49 CFR part 24 and section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)).
- v. Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- w. 2 CFR 92.504(a) and 2CFR 92.504(d)(3) Administrative Transparency and Accountability through risk-based monitoring for all HOME funded activities and projects, including on-site monitoring schedules and financial oversight protocols for rental properties.
- x. The affirmative marketing procedures do not apply to families with tenant-based rental assistance provided with HOME funds. (24 CFR Part 92.351 HOME Investment Partnerships Program Final Rule updated through October 1, 2003).
- y. Violence Against Women Act Protections (VAWA). The program regulations set forth in 24 CFR Part 5, subpart L, apply to all HOME tenant-based rental assistance and rental housing assisted with HOME funds, as supplemented by section 24 CFR 92.359, and the requirements imposed therein. The VAWA

requirements apply to the owner of the housing for the duration of the affordability period.

40. Exhibits. The Application and Exhibits to this Agreement are an integral part of this Agreement and have each been incorporated herein. The Agreement shall not become effective until such time as Sub-Recipient has properly filled out and fully executed each Exhibit to this Agreement as required and the City Manager or her Designee has reviewed and approved the form and content of each Exhibit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

CITY OF PALMDALE
Municipal Corporation

SUB-RECIPIENT
Antelope Valley Domestic Violence Council
DBA Valley Oasis

Ronda Perez
City Manager

Sarah Perry
Chief Executive Officer

Date: _____

Date: _____

ATTEST:

ATTEST:

Roxanne Faber
Acting City Clerk

NAME
TITLE

Approved as to form:

William P. Curley, III
City Attorney

EXHIBIT A

Scope of Services

Program Overview:

This program shall provide for rental assistance to seniors (age 62+) living in Palmdale rental units, who are extremely low income (earning 30% or less of area median income), and whose rent is more than 50% of their gross income.

Direct financial assistance is limited to rental assistance. Assistance for individuals shall not exceed a 12 month period, but may be renewed, subject to the availability of HOME funds, as determined by the City of Palmdale, and shall be in accordance with the City of Palmdale (City) Palmdale Tenant Rental Assistance (TBRA) Program Guidelines. All client households to be served with TBRA funds shall certify/ re-certify and document that their current projected annual gross income does not exceed 30% of the Area Median Income adjusted for household size as promulgated by the U.S. Department of Housing and Urban Development for the Los Angeles-Long Beach Metropolitan Statistical Area ("HOME Income Guidelines").

Scope of Services:

Program Staffing: Sub-Recipient shall provide program staff, supplies and necessary administrative support to fully implement the TBRA Program in conformance with the program regulations and the requirements. Program staffing to be provided by Sub-Recipient shall include a minimum of one (1) case manager to serve the Palmdale community through the term of this Agreement. Other staff member(s) shall be utilized as necessary.

The case manager assigned to Palmdale TBRA shall conduct regularly scheduled office hours and shall be available to meet with TBRA clients by appointment at City locations including, but not limited to City Hall, South Antelope Valley Emergency Services (SAVES) and the Neighborhood Houses. Applicants shall be interviewed by the case manager to confirm intake information and determine eligibility. Payments shall be made directly to landlords.

Program resources must be targeted and prioritized to serve households that are most in need of this assistance. All client assistance payments to eligible parties shall be approved by the TBRA Oversight Committee consisting of two (2) members from the City of Palmdale, and the Case Manager. The panel shall meet at a mutually convenient time and location and may be virtual through Zoom or Teams. Decisions of the panel shall be unanimous in order to proceed. Client households shall be evaluated by Sub-Recipient

periodically.

Allowable program delivery costs:

Allowable program delivery costs are direct personnel costs associated with the TBRA program delivery cost category, limited to the following: all efforts necessary to determine the eligibility of the applicant/Program Participant, case management, housing search, outreach to property owners, data collection and reporting, and other appropriate activities for providing rental assistance payments. This cost shall not exceed the amount of funds budgeted for program delivery costs in Exhibit B. Sub-Recipient may submit a Request for Reimbursement on a form to be provided by the City, as often as is practicable to ensure that funds are continually reimbursed.

EXHIBIT B

Sub-Recipient TBRA Program Budget

	Program Year 1 (Six Months)	Each Program Years 2-5
Client Benefits	\$70,000	\$140,000
Case Management Direct Costs	\$12,500	\$25,000
Total	\$82,500	\$165,000

Funding will be provided for each program year, with adjustments made based on the HOME allocation.

Housing Quality Standards Inspections of Units will be completed by City Staff.

Clients to be assisted: 30 households



City Council Staff Report

DATE: JANUARY 10, 2024
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: NEIGHBORHOOD SERVICES
DISTRICT: ALL
SUBJECT: ADOPT RESOLUTION NO. CC 2024-008 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING A SHELTER CRISIS IN THE CITY OF PALMDALE

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2024-008 a Resolution of the City Council of the City of Palmdale Declaring a Shelter Crisis in the City of Palmdale; and
2. Authorize the City Manager or her designee to take all actions convenient and necessary during this period of shelter crisis.

BACKGROUND

The Antelope Valley Service Planning Area 1 (SPA 1) point-in-time count by the Los Angeles Homeless Services Authority (LAHSA) was 4,598 in 2022 and 4,686 in 2023. In 2022, the point-in-time count for Unhoused People in the City of Palmdale (City) was 309, including 61 living in shelters, 7 in transitional housing, 27 on the street, and 214 unsheltered, which included those living in vehicles, tents, RVs, and makeshift shelters. In 2023, the point-in-time count for Unhoused People in the City was 515, comprised of 65 in shelters, 112 unsheltered, and 338 estimated living in vehicles, tents, RVs, and makeshift shelters. The number of unsheltered persons between 2022 and 2023 increased by 124 or 57.94%.

Palmdale during 2023 experienced 58 days with temperatures of 32 degrees and below and 48 days with temperatures of 95 degrees and greater. The region has shelters located in Lancaster at the High Desert MACC and Kensington Campus, with 118 and 111 beds, respectively. In addition, Valley Oasis, the lead CES, provides 63 hotel vouchers to families. These services provide shelter for 6.2% of the Unhoused in SPA 1. These units are usually full and not available to new individuals in need of shelter until an individual or family exits. There is a significant number within the City of Palmdale without the ability to obtain shelter, resulting in a threat to their health and safety. The County has been working with the City and the nonprofit Advancing Communities Together to establish a shelter and an emergency bridge housing community to serve homeless persons in Palmdale.

DISCUSSION

On January 10, 2023, the County of Los Angeles declared an emergency, with a revision on October 3, 2023. The State of California created the California Interagency Council on Homelessness in 2017 and renamed and restructured the Council in 2021 to develop policies and identify resources, benefits, and services to prevent and work toward ending homelessness in California.

A Declaration of Shelter Crisis, under Government Code Section 8698.2 would allow persons unable to obtain housing to occupy designated public facilities during the duration of the State of Emergency.

FISCAL IMPACT

\$0; The Declaration of Shelter Crisis has no fiscal impact. As needed, when actions are taken by the City to provide shelter funding will be identified.

STRATEGIC PLAN

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

B. Be prepared to protect life, property, and the environment in the event of catastrophic disasters and emergencies.

Prepared by:	Sophia Reyes, Director of Neighborhood Services
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Reso. No. CC 2024-008

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-008

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE
DECLARING A SHELTER CRISIS IN THE CITY OF PALMDALE

WHEREAS, the 2023 point-in-time count conducted by the Los Angeles Homeless Services Authority (LAHSA) determined the number of unhoused in the City of Palmdale is 515 with 450 unsheltered or living in tents, RVs, and makeshift shelters; and

WHEREAS, the Antelope Valley Service Planning Area 1 (SPA 1) 2023 point-in-time count was 4598 unhoused persons. SPA 1 has 2 shelters located in the region, not in Palmdale, with a total of 229 beds. Valley Oasis, the lead Coordinated Entry System (CES), provides 63 hotel vouchers to SPA 1 families. These services provide shelter to 6.2% of the unhoused in SPA 1.

WHEREAS, the County has been working with the City and the nonprofit Advancing Communities Together to establish a shelter and an emergency bridge housing community to serve homeless persons in Palmdale.

WHEREAS, the number of unhoused unable to obtain shelter is significant in number in the City of Palmdale. The number of unhoused has increased by 57.94% between 2022 and 2023.

WHEREAS, the temperatures experienced in Palmdale in 2023 had 58 days at 32 degrees and less and 48 days at 95 degrees or greater, resulting in a threat to the health and safety of the homeless in Palmdale.

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

SECTION 1. A significant number of persons are unhoused and without the ability to obtain shelter in the City of Palmdale, resulting in a threat to their health and safety, resulting in a shelter crisis.

SECTION 2. A Shelter Crisis exists in the City of Palmdale.

SECTION 3. Authorize the City Manager or her designee to take all actions convenient and necessary during this period of shelter crisis.

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

PASSED, APPROVED and ADOPTED this 10th day of January, 2024.

Approved as to form:

Austin Bishop, Mayor

ATTEST:

William P. Curley, III
City Attorney

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting 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 10th day of January, 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____
Rochelle Scott, Acting City Clerk



City Council Staff Report

DATE: JANUARY 10, 2024
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: PUBLIC WORKS DEPARTMENT
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: 1, 3, 5

SUBJECT: AWARD CONSTRUCTION AGREEMENT WITH FERREIRA CONSTRUCTION CO. INC., DBA FERREIRA COASTAL CONSTRUCTION CO. FOR PN 865, GUARDRAIL MAINTENANCE UPGRADE, FOR \$219,898 FOR A TERM OF 45 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8186 to Ferreira Construction Co. Inc., dba Ferreira Coastal Construction Co. for PN 865, Guardrail Maintenance Upgrade Project for \$219,898; and,
2. Authorize the City Manager or her designee to execute Agreement No. A-8186 with Ferreira Construction Co. Inc., dba Ferreira Coastal Construction Co., including non-substantial changes.

BACKGROUND

Project No. 865 includes the removal and replacement of guardrails in two locations. The existing 350-foot guardrail, located along 25th Street East, north of Spanish Broom Drive, will be removed and replaced, and the 1,400-foot guardrail, along the west side of Sierra Highway, will be extended 50 feet north of the existing box culvert. These guardrails have been damaged and will be replaced with the current standard.

DISCUSSION

On October 09, 2023, the project was advertised electronically through PlanetBids. The notification was sent to 250 vendors. Twenty-two (22) prospective bidders downloaded the bid documents.

On October 24, 2023, eight (8) contractors attended the pre-bid meeting.

On November 06, 2023, two (2) bids for this project were received, summarized, and listed below:

Bidder	Location	Amount
1. Ferreira Construction Co. Inc.	Chatsworth, CA	\$219,898
2. Danny C. Hubbs Const., Inc.	Yucaipa, CA	\$222,888

Upon reviewing the bids and checking references, Ferreira Construction Co. Inc., dba Ferreira Coastal Construction Co. was found to be the lowest responsible, responsive bidder, and staff recommends awarding PN 865 to Ferreira Construction Co. Inc., dba Ferreira Coastal Construction Co. for \$219,898.

Please note that this item was intended to be awarded at the City Council meeting on December 20, 2023. As this meeting was rescheduled to January 10, 2024, it was noticed in the contract documents that the bid bond would expire on January 5, 2024. Upon the advice of the City Attorney, the City asked the lowest bidder to provide the City with a letter of commitment to hold their bid prices and follow the bid requirements. The City did receive a letter of commitment on November 29, 2023.

FISCAL IMPACT

\$256,385; The project is funded in Account No. S0143201-724525, with an available balance of \$477,842. The fiscal impact and remaining account balance can be seen in the following table:

Scope of Work			Cost
Agreement No. A-8186			\$219,898
Construction Contingency (10%)			\$21,980
Administration, Permit Fees, and Inspection			\$10,007
Labor Compliance			\$4,500
Total Cost:			\$256,385
Account Number	Starting Balance	Total Project Costs	Remaining Balance
S0143201-724525	\$477,842	\$256,385	\$221,457

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Lynn Glidden, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Draft Agrmt No. A-8186 with Ferreira Construction

AGREEMENT NO. A- 8186
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND FERREIRA CONSTRUCTION CO. INC.
dba FERREIRA COASTAL CONSTRUCTION CO.

THIS CONTRACT ("Contract") is made and entered into by and between City of Palmdale, a public entity ("City"), and FERREIRA CONSTRUCTION CO. INC. dba FERREIRA COASTAL CONSTRUCTION CO., a CONTRACTOR ("Contractor"). Contractor and City are collectively referred to herein as the "parties." This Contract shall become effective on the date of the last signatory.

1 Scope of Work

Contractor shall complete the Project in accordance with this Contract. Contractor shall furnish all materials and perform all work required for the completion of the following Project:

Guardrail Maintenance Upgrades - City Project Number 865 involves upgrading guardrails at two locations. The guardrail located along 25th Street East at the railroad underpass will be removed and replaced, and the guardrail along the west side of Sierra Highway, approximately 1,400 feet north of Avenue N, will be extended 50 feet north of the existing box culvert. Except as otherwise stated in the project plans and documents, all work performed as part of this project shall conform to the 2021 Edition of the Standard Specifications for Public Works Construction (SSPWC), i.e., the "Greenbook" and the 2022 Caltrans Standard Specifications, Standard Drawings, and these Technical Provisions, as issued and available at the time bids are opened, unless otherwise specified in the Contract Documents.

2 Standard Specifications

Standard Specifications for City projects are those contained in the 2021 Greenbook edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). Except as otherwise expressly provided herein, the Standard Specifications shall control the general provisions, construction materials, and construction methods for this Contract (except as amended by the Plans for the Project), the General Specifications for the Project, the Special Provisions for the Project, any technical specifications for the Project, and any other contract documents.

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of TWO HUNDRED NINETEEN THOUSAND EIGHT HUNDRED NINETY EIGHT Dollars (\$219898) for the construction of the Project. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily

construct the Project. Unless otherwise provided in the bid documents or agreed upon by the parties, Contractor shall submit detailed, monthly invoices for work actually performed.

4 Completion Date

The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed within 45 working days.

5 Payment and Performance Bonds; Guaranty

Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the Contract price. The bond forms required to be executed are attached hereto and incorporated by reference herein. Pursuant to the bid documents for this Project, the Contractor is required to provide a written guaranty of Contractor's work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

6 Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Class A Contractor's License to perform the required work ("Work"). Contractor's DIR registration number is 1000001634. Contractor hereby certifies that it holds the required license(s).

7 Subcontracting

Subject to any self-performance requirements herein, Contractor may subcontract any portion of the work required by this Contract to other persons or firms, and Contractor submitted with its bid a list of those subcontractors who will perform work in an amount in excess of one-half of one percent (1%) of the Contractor's total bid, in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code § 4100, et seq. Only such listed subcontractors may perform on this Project.

8 Non-Assignability

Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9 Administration

This Contract will be administered by the Public Works Department of the City. The Director of Public Works or his or her designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10 Indemnification

To the maximum extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City, its Board of Director, the City's officers, employees, agents, volunteers, and representatives ("Indemnitees") with respect to any and all claims, suits, actions, stop notices, liabilities and/or damages, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor pursuant to this Contract, and in connection with the Project.

11 Liability Insurance

11.1 Without limiting Contractor's indemnification of City, as described in paragraph 10, and unless modified by City, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better, which contain the coverage described below.

11.1.1 Commercial General Liability

- \$2,000,000.00 limit on a per occurrence basis
- \$5,000,000.00 general aggregate limit

11.1.2 Commercial Automobile Liability

- \$2,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.1.3 Workers' Compensation and Employer's Liability

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

11.1.4 Pollution/Environmental Liability*

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

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

- A. An endorsement extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess

coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: "The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" Clause.

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

11.4 Said Certificates of Insurance shall provide that thirty (30) days' prior written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

11.5 The required policies of insurance shall be endorsed to waive all rights of subrogation. Contractors waives all rights of subrogation.

11.6 Acceptable Proof of Insurance:

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

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

C. *When pollution/environmental liability coverage is provided on a "claims made basis", CONTRACTOR will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR, or its officers, employees, or agents during the time this Agreement was in effect.

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

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

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

11.10 CONTRACTOR shall require any and all subcontractors working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of CONTRACTOR shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 11 will not be impacted and/or limited by such deviation.

12 State Labor Code

12.1 This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

12.2 This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated

prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

12.3 Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

12.4 Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

12.5 Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

12.6 Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

12.7 Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

12.8 Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides

that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

12.9 Eight hours labor constitutes a legal day's work, as set forth in Labor Code

Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

13 Antitrust Claims

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

14 Trenching and Excavations

Pursuant to Public Contract Code Section 7104, if the Project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

14.1 Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

14.2 Subsurface or latent physical conditions at the site differing from those indicated; and/or

14.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

14.4 As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars (\$25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of

Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

15 Location of Existing Elements

Pursuant to Government Code Sections 4216 to 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

16 Third Party Claims

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The City shall timely notify Contractor of the receipt of any third-party claim relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

17 Non-Collusion

Contractor hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest or on behalf of any person or business not herein named. Contractor further certifies that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or business to refrain from bidding, and Contractor has not in any manner sought by collusion to secure itself an advantage over any other bidder. Contractor also affirms that it has signed and submitted with its bid to the City a Non-collusion Declaration as required by Public Contract Code Section 7106.

18 Conflicts of Interest

Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any

matter in connection with which Contractor has been retained pursuant to this Contract.

19 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, pursuant to Government Code Section 8546.7, if this Contract involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Contract.

20 Substitute Security

Pursuant to Public Contract Code Section 22300, the substitution of securities for any moneys withheld by the City to ensure performance under a contract is permitted, except where financing will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 *et seq.*) or where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

Alternatively, Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any

moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by the City, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and its subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor. No Contractor shall require any subcontractor to waive any provision of this paragraph.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

21 Claims Dispute Resolution

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an “unresolved dispute” and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of “claim” as individually defined therein.

22 Non-discrimination and Equal Employment Opportunity

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

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

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

23 Integration

This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

24 Governing Law

This Contract will be governed by and construed in accordance with the laws of the State of California without reference to change of venue laws. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Los Angeles, California.

25 Successors and Assigns

The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

26 Exhibits

The exhibits and attachments referenced in this Contract are attached hereto and incorporated herein by this reference as though set forth in full in the Contract.

27 Authority to Sign

The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the construction of the Project.

28 Time is of the Essence

Time is of the essence in every provision of this Agreement in which time to perform is a factor.

29 American Rescue Plan Funding

CONTRACTOR, understands, acknowledges, and agrees that the funding source for its work is from the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds (collectively "ARPA") and as such, CONTRACTOR is required to comply with the regulations associated with ARPA funds pursuant to 31 CFR Part 35. Those regulations and reporting requirements are incorporated herein below. By executing this Contract, CONTRACTOR agrees to comply with all such regulations and reporting requirements and shall familiarize itself with those requirements.

29.1 CONTRACTOR agrees to be bound by the reporting requirements set out in the Regulations. This includes submitting quarterly reports by the 15th of the month following the end of each quarter to the Director of Finance. The reports must include, but is not limited to, the use of the funds, documentation/receipts of the funds spent, description of the project and status of completion of the project. The Director of Finance may require additional information of CONTRACTOR for compliance with ARPA Regulations.

29.2 CONTRACTOR, in the performance of this Contract and as a sub-recipient of ARPA funds, as well as all of its subcontractors, must comply with the following:

- a. CONTRACTOR, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's

implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. CONTRACTOR will be required to submit data showing compliance with the above.

- b. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.
- c. The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) and all applicable standards, orders or regulations.
- d. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regulations regarding restrictions on lobbying and required certificates.
- e. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247.
- f. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.

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

FERREIRA CONSTRUCTION CO. INC.
dba FERREIRA COASTAL
CONSTRUCTION CO.

SIGNATURE AREA

SIGNATURE AREA

Ronda Perez Date
City Manager

Brandon Pensick Date
Senior Vice President

SIGNATURE AREA

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

ADDRESS FOR NOTICE:
FERREIRA CONSTRUCTION CO. INC.
dba FERREIRA COASTAL
CONSTRUCTION CO.
10370 Commerce Center Drive Suite
B-200
Rancho Cucamonga, CA 91730

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

ATTEST: If Corporation

SIGNATURE AREA

SIGNATURE AREA

Roxanne Faber
Acting City Clerk

Secretary

[Signatures of contractor must be notarized. Obtain two corporate signatures if contractor is a corporation.]

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

- ☐ Certificate(s) and Endorsement(s) attached
- ☐ Confirmed business name on contract with certificate(s)
- ☐ Attached notarized bond(s), Worker's Compensation Certificate, and Guaranty
- ☐ Attached Agreement Checklist and met all requirements



City Council Staff Report

DATE: JANUARY 10, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS
ENGINEERING DIVISION

DISTRICT: 1

SUBJECT: ADOPT RESOLUTION NO. CC 2024-006, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADOPTING THE JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, ACTING ON BEHALF OF THE COUNTY AND OTHER COUNTY ENTITIES, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE BOARD OF TRUSTEES OF THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, THE CITY OF PALMDALE, AND THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY-EAST KERN WATER AGENCY APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION 40-161 (4-217), LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2023-06, TO THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2024-006, accepting the negotiated exchange of property tax revenues resulting from the annexation of property designated as Annexation 40-161 (4-127), local agency Formation Commission Designation 2023-06, to the Los Angeles County Waterworks District No. 40, Antelope Valley; and,
2. Authorize the Mayor to execute the Joint Tax Sharing Resolution No. CC 2024-006, approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of property designated as Annexation 40-161 (4-127), local agency Formation Commission Designation 2023-06, to the Los Angeles County Waterworks District No. 40, Antelope Valley; and,
3. Authorize the Mayor to execute the Los Angeles County Joint Resolution, approving and accepting the negotiated exchange of property tax revenues

resulting from Annexation of property designated as Annexation 40-161 (4-127), local agency Formation Commission Designation 2023-06, to the Los Angeles County Waterworks District No. 40, Antelope Valley.

BACKGROUND

In accordance with the Revenue and Tax Code (Sections 99 and 99.01) any time there is a jurisdictional change that results in a special district providing a new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive a portion of that property tax determined by resolution the amount of the annual tax increase to be transferred to that special district. The existing tax revenue based on the property's assessed value received by agencies will not change. This resolution only affects the percentage of future revenue agencies would receive based on the increased property valuation assessment.

DISCUSSION

In the attached letter dated October 23, 2023, the Los Angeles County Waterworks District has requested the City of Palmdale enter into a tax-sharing agreement for the annexation of parcel number 3170-018-081, as shown in Exhibit B. The proposed development is located at the northeast corner of Columbia Way (Avenue M) and 30th Street East, and the developer has requested annexation into the Los Angeles County Waterworks District. This annexation is a condition of the development's entitlement and is required before receiving water service.

The execution of the attached Joint Resolution will approve the City's tax-sharing agreement for the annexation of the subject property into the County Waterworks District No. 40 boundary. All public agencies and special districts receiving property tax revenues for these parcels execute and are party to the same Joint Resolution.

Staff recommends that the City Council adopt Resolution No. CC 2024-006 authorizing the Mayor to execute the Joint Tax Sharing Resolution entitled Annexation No. 40-161 with Los Angeles County Waterworks Districts No. 40 for the parcel.

FISCAL IMPACT

The current property tax share ratio for the City of Palmdale within this area of said property is 0.066294047 (6.6294%). This Council action will allocate 0.000335226 (0.0335%) of any future tax increase to the County Waterworks District No. 40. This results in a net City tax share rate of 0.065958821 (6.5959%). For example, a tax increase based on the assessed property value for these parcels will generate an additional \$100 in total property tax. The City would receive an additional \$6.5959 of this increase, and the County Waterworks District No. 40 would receive \$0.0335. This

allocation follows the State Revenue and Taxation Code, and the allocation formula is established and calculated by the County Auditor-Controller.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Lynn Glidden, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Reso. No. CC 2024-006
LA County Waterworks Transmittal Letter
LA County Joint Reso. for Annexation No. 40-161
Exh A & B Legal Description and Annexation Map
Exh C & D Property Tax Transfer Worksheets

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-006

A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, ACTING ON BEHALF OF THE COUNTY AND OTHER COUNTY ENTITIES, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE BOARD OF TRUSTEES OF THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, THE CITY OF PALMDALE, AND THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY-EAST KERN WATER AGENCY APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF PROPERTY DESIGNATED AS ANNEXATION 40-161 (4-217), LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2023-06, TO THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY

WHEREAS, pursuant to Section 99.01 of the Revenue and Taxation Code, in the case of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area may negotiate an exchange of property tax revenue generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting as the governing body of the County of Los Angeles; the Los Angeles County Waterworks District No. 40, Antelope Valley; and the Consolidated Fire Protection District of Los Angeles County; together with the Board of Directors of the Antelope Valley Cemetery District, the Board of Trustees of the Antelope Valley Mosquito and Vector Control District, the Board of Directors of the Antelope Valley Resource Conservation District, the City of Palmdale, and the Board of Directors of the Antelope Valley-East Kern Water Agency have determined that the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Annexation 40-161 (4-217) to the Los Angeles County Waterworks District No. 40, Antelope Valley, is as set forth:

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

SECTION 1. The County of Los Angeles; the Los Angeles County Waterworks District No. 40, Antelope Valley; the Consolidated Fire Protection District of Los Angeles County; the Antelope Valley Cemetery District; the Antelope Valley Mosquito and Vector Control District, the Antelope Valley Resource Conservation District, the City of Palmdale, and the Antelope Valley-East Kern Water Agency have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Annexation 40-161 (4-217) is approved and accepted.

SECTION 2. For fiscal years commencing on or after July 1, 2023, or July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Annexation 40-161 (4-217) shall be allocated to the affected agencies as indicated in the enclosed worksheets (Exhibits C & D).

SECTION 3. No transfer of property tax revenues other than those specified in paragraph 2 shall be made as a result of Annexation 40-161 (4-217).

SECTION 4. If at any time after the effective date of this joint resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

SECTION 5. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED and ADOPTED this 10th day of January, 2024.

Austin Bishop, Mayor

Approved as to form:

ATTEST:

William P. Curley, III
City Attorney

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the ____ day of January, 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **WW-2**

October 23, 2023

Ms. Lynn Glidden, Director of Public Works
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550

Attention Ms. Mari-Ali Baiza

Dear Ms. Glidden:

**ANNEXATION 40-161 (4-217), LOCAL AGENCY FORMATION COMMISSION
DESIGNATION 2023-06
NEGOTIATED TAX EXCHANGE RESOLUTION RESULTING FROM ANNEXATION
OF TERRITORY TO LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40,
ANTELOPE VALLEY, LOCATED WITHIN THE CITY OF PALMDALE**

This letter is to request the City of Palmdale's City Council approve the exchange of ad valorem property tax in conjunction with the annexation of the territory located at the northeast corner of 30th Street East and East Avenue M located within the City of Palmdale, known as Annexation 40-161 (4-217) (Exhibits A and B), to the Los Angeles County Waterworks District No. 40, Antelope Valley (District).

Enclosed are three sets of the original Joint Tax Resolution for your City Council's adoption. Attached to the Joint Tax Resolution are two worksheets (Exhibits C and D) for Annexation 40-161 (4-217) listing the share of the annual tax increments to be exchanged between the District and affected taxing agencies. The tax-sharing ratios listed in the worksheets were calculated using a formula approved by the County of Los Angeles Auditor-Controller and County Counsel. Column 5 of the exhibits identifies the portion of the current tax share each affected agency will have to transfer to the District as a result of the proposed annexation.

Ms. Lynn Glidden
October 23, 2023
Page 2

Please execute the three sets of the enclosed original Joint Tax Resolution by December 29, 2023, or sooner, and return them to:

Ms. Viki Yip
Los Angeles County Public Works
Waterworks Division
900 South Fremont Avenue
Alhambra, CA 91803-1331

Subsequent to the adoption of the Joint Tax Resolution by all affected agencies and the County of Los Angeles Board of Supervisors, a fully executed copy will be sent to you for your records.

If you have any questions, please contact Ms. Viki Yip, Waterworks Division, at (626) 300-4683 or vyip@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works



RUSS BRYDEN
Assistant Deputy Director
Waterworks Division

VY:tr
H:\WWHOME\Admin\Letters\2023\LR559.doc

Enc.

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, ACTING ON BEHALF OF THE COUNTY AND OTHER
COUNTY ENTITIES, THE BOARD OF DIRECTORS OF THE
ANTELOPE VALLEY CEMETERY DISTRICT, THE BOARD OF TRUSTEES OF
THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE
BOARD OF DIRECTORS OF THE ANTELOPE VALLEY RESOURCE
CONSERVATION DISTRICT, THE CITY COUNCIL OF THE CITY OF PALMDALE,
AND THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY-EAST KERN
WATER AGENCY APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE
OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF PROPERTY
DESIGNATED AS ANNEXATION 40-161 (4-217), LOCAL AGENCY FORMATION
COMMISSION DESIGNATION 2023-06, TO THE LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY**

WHEREAS, pursuant to Section 99.01 of the Revenue and Taxation Code, in the case of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area may negotiate an exchange of property tax revenue generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting as the governing body of the County of Los Angeles; the Los Angeles County Waterworks District No. 40, Antelope Valley; and the Consolidated Fire Protection District of Los Angeles County; together with the Board of Directors of the Antelope Valley Cemetery District, the Board of Trustees of the Antelope Valley Mosquito and Vector Control District, the Board of Directors of the Antelope Valley Resource Conservation District, the City Council of the City of Palmdale, and the Board of Directors of the Antelope Valley-East Kern Water Agency have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Annexation 40-161 (4-217) to the Los Angeles County Waterworks District No. 40, Antelope Valley, is as set forth:

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The County of Los Angeles; the Los Angeles County Waterworks District No. 40, Antelope Valley; the Consolidated Fire Protection District of Los Angeles County; the Antelope Valley Cemetery District; the Antelope Valley Mosquito and Vector Control District, the Antelope Valley Resource Conservation District, the City of Palmdale, and the Antelope Valley-East Kern Water Agency have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Annexation 40-161 (4-217) is approved and accepted.
2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Annexation 40-161 (4-217) shall be allocated to the affected agencies as indicated in the enclosed worksheets (Exhibits C and D).
3. No transfer of property tax revenues other than those specified in paragraph 2 shall be made as a result of Annexation 40-161 (4-217).
4. If at any time after the effective date of this Joint Resolution, the calculations used herein to determine initial property tax transfers, or the data used to perform those calculations, are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024, by
the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Austin Bishop, Mayor
City of Palmdale

ATTEST:

City Clerk

PROPOSED BOUNDARIES OF COUNTY SERVICE AREA DISTRICT NO. 40-4

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PALMDALE, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 11 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT OF SAID LAND APPROVED BY THE SURVEYOR GENERAL JUNE 19, 1856, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF SAID SOUTHWEST QUARTER, SAID POINT BEING THE CENTERLINE INTERSECTION OF EAST AVENUE "M" AND 30TH STREET EAST;

THENCE ALONG THE BOUNDARY LINES OF SAID SOUTHWEST QUARTER, THE FOLLOWING FOUR (4) COURSES:

- 1) NORTH 00°25'58" WEST 2668.47 FEET;
- 2) SOUTH 89°50'35" EAST 2683.37 FEET;
- 3) SOUTH 02°22'03" EAST 2663.40 FEET TO SAID CENTERLINE OF EAST AVENUE "M";
- 4) WESTERLY ALONG SAID CENTERLINE, NORTH 89°57'02" WEST 2680.29 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,149,296 SQUARE FEET OR 164.125 ACRES, MORE OR LESS.

EXHIBIT A

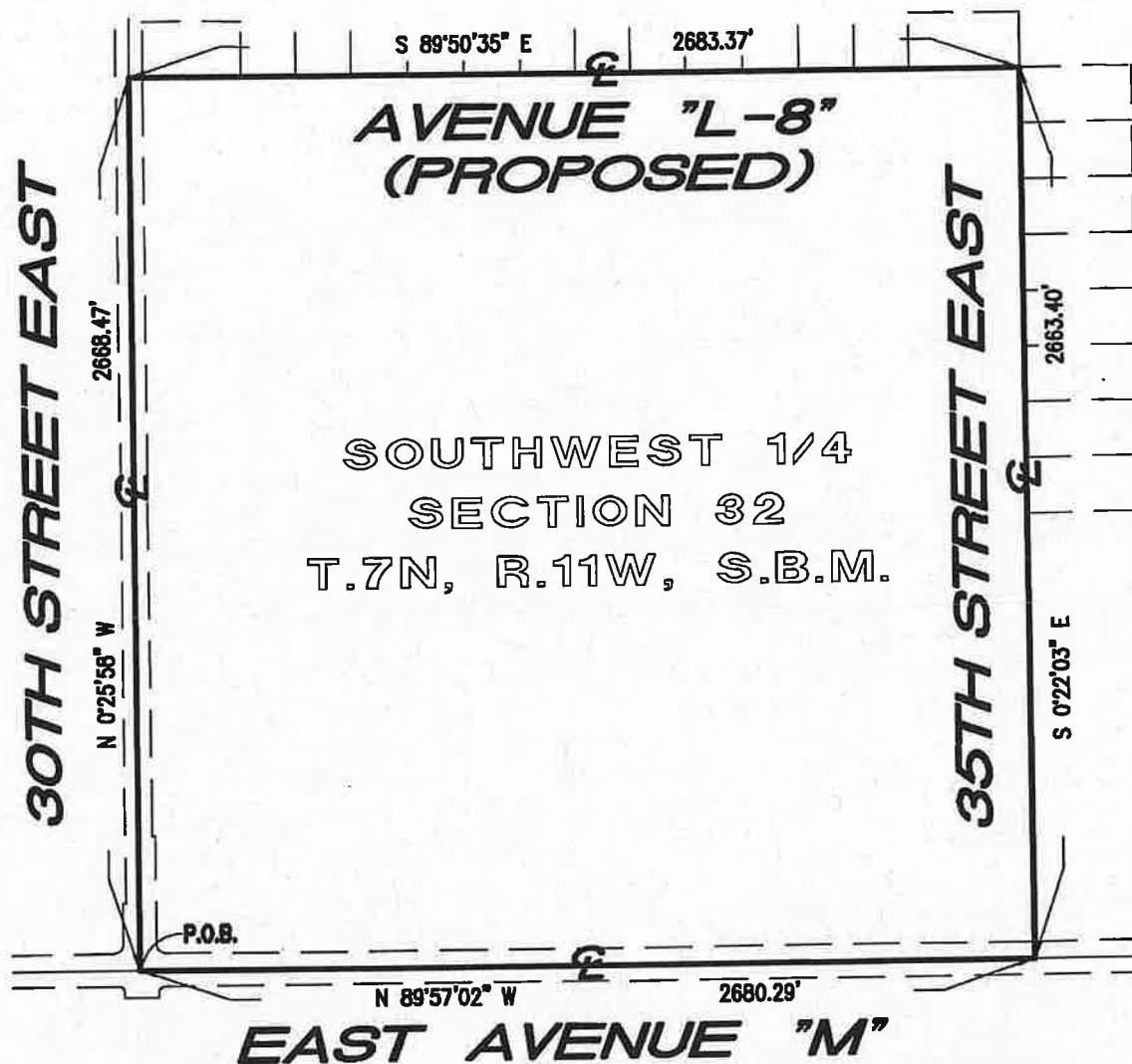
Last Update: 8/15/23
O:\4000-4099\4068\ESMT\ANNEXATION\4068LAFCO ANNEX.dwg

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH.(714)521-4811 FAX(714)521-4173

SCALE: 1" = 550'

SHEET 2 OF 2

PROPOSED BOUNDARIES OF COUNTY SERVICE AREA DISTRICT NO. 40-4



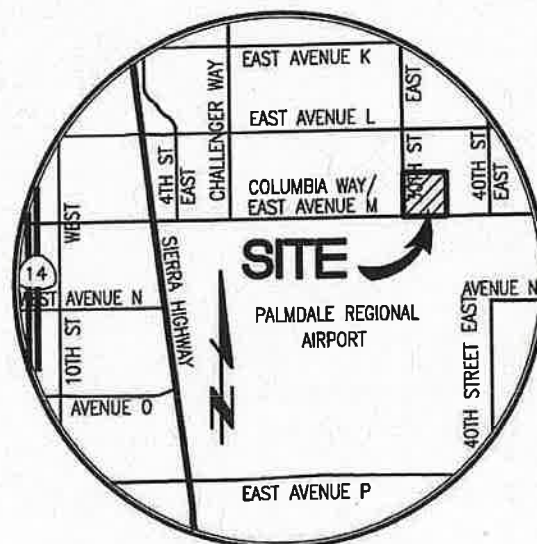
LEGEND:

P.O.B. POINT OF BEGINNING

EXHIBIT B

Last Update: 8/15/23
O:\4000-4099\4068\ESMT\ANNEXATION\4068LAFCO ANNEX.dwg

Thienes Engineering, Inc.
CIVIL ENGINEERING • LAND SURVEYING
14349 FIRESTONE BOULEVARD
LA MIRADA, CALIFORNIA 90638
PH. (714) 521-4811 FAX (714) 521-4173



VICINITY MAP

N.T.S.

PROPERTY TAX TRANSFER RESOLUTION WORKSHEET

Annexation To:
Account No.
TRA:
Effective Date:
Annexation Number:

Waterworks District # 40 ANTELOPE VALLEY
047.04
03456
11/1/2023
40-161

Waterworks District # 40
Based on their 2022-23 Tax Sharing Ratios

0.005056667

Acct No. Taxing Agency	(1) Current Tax Share	(2) = (1) / Total Percent	(3) Proposed Dist Share	(4) = (2) * (3) Alloc of Dist Share	(5) Allocation Adjustments	(6) = (1) + (5) New Net Share
1.05 LOS ANGELES COUNTY GENERAL	0.260430282	26.0430%	0.005056667	0.001316919	-0.001355822	0.259074460
1.20 L.A. COUNTY ACCUM CAP OUTLAY	0.000125671	0.0126%	0.005056667	0.00000635	0.000000000	0.000125671
7.30 CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.184335691	18.4336%	0.005056667	0.000932124	-0.000932124	0.183403567
7.31 L A C FIRE-FFW	0.007568010	0.7568%	0.005056667	0.000038268	0.000000000	0.007568010
53.30 ANTELOPE VY CEMETERY DISTRICT	0.001525134	0.1525%	0.005056667	0.000007712	-0.000007712	0.001517422
61.05 ANTELOPE VLY MOSQ & VECTOR CONTR	0.001915570	0.1916%	0.005056667	0.000009686	-0.000009686	0.001905884
68.05 ANTELOPE VY RESOURCE CONSER DIST	0.001041558	0.1042%	0.005056667	0.000005266	-0.000005266	0.001036292
225.01 CITY-PALMDALE TD #1	0.066294047	6.6294%	0.005056667	0.000335226	-0.000335226	0.065958821
300.10 ANTELOPE VY.-EAST KERN WATER AGY	0.021116811	2.1117%	0.005056667	0.000106780	-0.000106780	0.021010031
400.00 EDUCATIONAL REV AUGMENTATION FD	0.057855713	5.7856%	0.005056667	0.000292557	Exempt	0.057855713
400.01 EDUCATIONAL AUG FD IMPOUND	0.128757180	12.8757%	0.005056667	0.000651082	Exempt	0.128757180
400.15 COUNTY SCHOOL SERVICES	0.001558950	0.1559%	0.005056667	0.000007883	Exempt	0.001558950
400.21 CHILDREN'S INSTIL TUITION FUND	0.003093883	0.3094%	0.005056667	0.000015644	Exempt	0.003093883
464.01 EASTSIDE UNION SCHOOL DISTRICT	0.061157941	6.1158%	0.005056667	0.000309255	Exempt	0.061157941
464.06 CO.SCH.SERV.FD.-EASTSIDE UNION	0.011715875	1.1716%	0.005056667	0.000059243	Exempt	0.011715875
464.07 DEV CTR HDCPD MINOR EASTSIDE UN	0.000928643	0.0929%	0.005056667	0.000004695	Exempt	0.000928643
717.02 ANTELOPE VALLEY UNION HIGH SCH.	0.107594712	10.7595%	0.005056667	0.000544070	Exempt	0.107594712
717.06 CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000395404	0.0395%	0.005056667	0.000001999	Exempt	0.000395404
717.07 ANTELOPE VY.UN.HI.-ELEM SCH FD.	0.052712745	5.2713%	0.005056667	0.000266550	Exempt	0.052712745
792.04 ANTELOPE VY.JT. COMMUNITY COLL.	0.029876180	2.9876%	0.005056667	0.000151073	Exempt	0.029876180
047.04 Waterworks Dist # 40 ANTELOPE VALLEY	0.000000000	0.0000%	0.005056667	0.000000000	0.000000000	0.002752616
Total	1.000000000	100.0000%	0.005056667	0.000000000	-0.002752616	1.000000000

- (1) Current share as reflected in the Auditor's ATI distribution in AF 49. Must total 1.0000000000.
(2) Must total 100%.
(3) Weighted average waterworks district share as verified by Auditor.
(4) Must total share reflected in Column (3). 3/3/16 - truncated by 9 places after the decimal per LACO Auditor-Controller.
(5) Reflects exemption for school entities and County general fund obligation for debt service and FFW.
(6) Final share distributions to be reflected in tax transfer resolution.

PROPERTY TAX TRANSFER RESOLUTION WORKSHEET

Annexation To:

Account No.

TRA:

Effective Date:

Annexation Number:

Waterworks District # 40 ACO FUND

051.75

03456

11/1/2023

40-161

Waterworks District # 40, ACO FUND

Based on their 2022-23 Tax Sharing Ratios

0.004739650

Accnt No. Taxing Agency	(1) Current Tax Share	(2) = (1) / Total Percent	(3) Proposed Dist Share	(4) = (2) * (3) Alloc of Dist Share	(5) Allocation Adjustments	(6) = (1) + (5) New Net Share
1.05 LOS ANGELES COUNTY GENERAL	0.260430282	26.0430%	0.004739650	0.001234337	-0.001270812	0.259159470
1.20 L.A. COUNTY ACCUM CAP OUTLAY	0.000125671	0.0126%	0.004739650	0.000000595	0.000000000	0.000125671
7.30 CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.184335691	18.4336%	0.004739650	0.000873697	-0.000873697	0.183461994
7.31 L A C FIRE-FFW	0.007568010	0.7568%	0.004739650	0.000035880	0.000000000	0.007568010
53.30 ANTELOPE VY CEMETERY DISTRICT	0.001525134	0.1525%	0.004739650	0.000007228	-0.000007228	0.001517906
61.05 ANTELOPE VLY MOSQ & VECTOR CONTR	0.001915570	0.1916%	0.004739650	0.000009079	-0.000009079	0.001906491
68.05 ANTELOPE VY RESOURCE CONSER DIST	0.001041558	0.1042%	0.004739650	0.000004936	-0.000004936	0.001036622
225.01 CITY-PALMDALE TD #1	0.066294047	6.6294%	0.004739650	0.000314210	-0.000314210	0.065979837
300.10 ANTELOPE VY-EAST KERN WATER AGY	0.021111681	2.1117%	0.004739650	0.000100086	-0.000100086	0.021016725
400.00 EDUCATIONAL REV AUGMENTATION FD	0.057855713	5.7856%	0.004739650	0.000274215	Exempt	0.057855713
400.01 EDUCATIONAL AUG FD IMPOUND	0.128757180	12.8757%	0.004739650	0.000610263	Exempt	0.128757180
400.15 COUNTY SCHOOL SERVICES	0.001558950	0.1559%	0.004739650	0.000007388	Exempt	0.001558950
400.21 CHILDREN'S INSTIL TUITION FUND	0.003093883	0.3094%	0.004739650	0.000014663	Exempt	0.003093883
464.01 EASTSIDE UNION SCHOOL DISTRICT	0.061157941	6.1158%	0.004739650	0.000289867	Exempt	0.061157941
464.06 CO.SCH.SERV.FD.- EASTSIDE UNION	0.011715875	1.1716%	0.004739650	0.000055529	Exempt	0.011715875
464.07 DEV CTR HDCPD MINOR EASTSIDE UN	0.000928643	0.0929%	0.004739650	0.000004401	Exempt	0.000928643
717.02 ANTELOPE VALLEY UNION HIGH SCH.	0.107594712	10.7595%	0.004739650	0.000509961	Exempt	0.107594712
717.06 CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000395404	0.0395%	0.004739650	0.000001874	Exempt	0.000395404
717.07 ANTELOPE VY.UN.HI.-ELEM SCH FD.	0.052712745	5.2713%	0.004739650	0.000249839	Exempt	0.052712745
792.04 ANTELOPE VY.JT. COMMUNITY COLL.	0.029876180	2.9876%	0.004739650	0.000141602	Exempt	0.029876180
051.75 Waterworks Dist # 40 ACO FUND	0.000000000	0.0000%	0.004739650	0.000000000	0.000000000	0.002580048
Total	1.000000000	100.0000%		0.004739650	-0.002580048	1.000000000

(1) Current share as reflected in the Auditor's ATI distribution in AF 49. Must total 1.000000000.

(2) Must total 100%.

(3) Weighted average waterworks district share as verified by Auditor.

(4) Must total share reflected in Column (3). 3/3/16 - truncated by 9 places after the decimal per LACO Auditor-Controller.

(5) Reflects exemption for school entities and County general fund obligation for debt service and FFW.

(6) Final share distributions to be reflected in tax transfer resolution.



City Council Staff Report

DATE: JANUARY 10, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS
ENGINEERING DIVISION

DISTRICT: 1 & 2

SUBJECT: ADOPT RESOLUTION NO. CC 2024-007, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADOPTING THE JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, ACTING ON BEHALF OF THE COUNTY AND OTHER COUNTY ENTITIES, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE BOARD OF TRUSTEES OF THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, THE CITY OF PALMDALE, AND THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY-EAST KERN WATER AGENCY APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION 40-156 (34-45), LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2022-06, TO THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2024-007, accepting the negotiated exchange of property tax revenues resulting from the annexation of property designated as Annexation 40-156 (34-45), local agency Formation Commission Designation 2022-06, to the Los Angeles County Waterworks District No. 40, Antelope Valley; and,
2. Authorize the Mayor to execute the Joint Tax Sharing Resolution No. CC 2024-007, approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of property designated as Annexation 40-156 (34-45), local agency Formation Commission Designation 2022-06, to the Los Angeles County Waterworks District No. 40, Antelope Valley; and,

3. Authorize the Mayor to execute the Los Angeles County Joint Resolution, approving and accepting the Negotiated Exchange of property tax revenues resulting from the annexation of property designated as Annexation 40-156 (34-45), local agency Formation Commission Designation 2022-06, to the Los Angeles County Waterworks District No. 40, Antelope Valley.

BACKGROUND

In accordance with the Revenue and Tax Code (Sections 99 and 99.01), any time there is a jurisdictional change that results in a special district providing a new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive a portion of that property tax determined by resolution the amount of the annual tax increase to be transferred to that special district. The existing tax revenue based on the property's assessed value received by agencies will not change. This resolution only affects a percentage of future revenue agencies would receive based on the increased property valuation assessment.

DISCUSSION

In the attached letter dated October 3, 2023, the Los Angeles County Waterworks District has requested that the City of Palmdale enter into a tax-sharing agreement for the annexation of the following parcel numbers: 3206-019-003 thru -005, 3206-019-007, 3206-019-010, 3206-019-019, 3206-019-020, 3206-020-001, 3206-020-002, 3206-020-006, 3206-020-007, 3206-020-016, 3206-023-002, 3206-023-004, 3206-024-002, and 3206-024-008, as shown in Exhibit B. The proposed development is part of the Anaverde Nuevo project, located near the intersection of Avenue S and Greenbrier Street, and has requested annexation into the Los Angeles County Waterworks District. This annexation is a condition of the development's entitlement and is required before receiving water service.

The execution of the attached Joint Resolution will approve the City's tax-sharing agreement for the annexation of the subject property into the County Waterworks District No. 40 boundary. All public agencies and special districts receiving property tax revenues for these parcels execute and are party to the same Joint Resolution.

Staff recommends that the City Council adopt Resolution No. CC 2024-007 authorizing the Mayor to execute the Joint Tax Sharing Resolution entitled Annexation No. 40-156 with Los Angeles County Waterworks Districts No. 40 for the parcel.

FISCAL IMPACT

The current property tax share ratio for the City of Palmdale within this area of said property is 0.066247854 (6.6248%). This Council action will allocate 0.000334993

(0.0335%) of any future tax increase to the County Waterworks District No. 40. This results in a net City tax share rate of 0.065912861 (6.5913%). For example, a tax increase based on the assessed property value for these parcels will generate an additional \$100 in total property tax. The City would receive an additional \$6.5913 of this increase, and the County Waterworks District No. 40 would receive \$0.0335. This allocation follows the State Revenue and Taxation Code, and the allocation formula is established and calculated by the County Auditor-Controller.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Lynn Glidden, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

ATTACHMENTS

Reso. No. CC 2024-007
Los Angeles County Waterworks Transmittal Letter
Los Angeles County Joint Reso. for Annexation No. 40-156
Exh A & B Property Legal Description and Annexation Map
Exh C - J Property Tax Transfer Worksheet

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-007

A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, ACTING ON BEHALF OF THE COUNTY AND OTHER COUNTY ENTITIES, THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY CEMETERY DISTRICT, THE BOARD OF TRUSTEES OF THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 20 OF LOS ANGELES COUNTY, THE BOARD OF DIRECTORS OF ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, THE CITY OF PALMDALE, AND THE BOARD OF DIRECTORS OF THE ANTELOPE VALLEY-EAST KERN WATER AGENCY APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF PROPERTY DESIGNATED AS ANNEXATION 40-156 (34-45), LOCAL AGENCY FORMATION COMMISSION DESIGNATION 2022-06, TO THE LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY

WHEREAS, pursuant to Section 99.01 of the Revenue and Taxation Code, in the case of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area may negotiate an exchange of property tax revenue generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting as the governing body of the County of Los Angeles; the Los Angeles County Waterworks District No. 40, Antelope Valley; and the Consolidated Fire Protection District of Los Angeles County; together with the Board of Directors of the Antelope Valley Cemetery District, the Board of Trustees of the Antelope Valley Mosquito and Vector Control District, the Board of Directors of County Sanitation District No. 20 of Los Angeles County, the Board of Directors of the Antelope Valley Resource Conservation District, the City of Palmdale, and the Board of Directors of the Antelope Valley-East Kern Water Agency have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Annexation 40-156 (34-45) to the Los Angeles County Waterworks District No. 40, Antelope Valley, is as set forth:

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

SECTION 1. The County of Los Angeles; the Los Angeles County Waterworks District No. 40, Antelope Valley; the Consolidated Fire Protection District of Los Angeles County; the Antelope Valley Cemetery District; the Antelope Valley Mosquito and Vector Control District, the County Sanitation District No. 20 of Los Angeles County; the Antelope Valley Resource Conservation District, the City of Palmdale, and the Antelope Valley-East Kern Water Agency have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Annexation 40-156 (34-45) is approved and accepted.

SECTION 2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Annexation 40-156 (34-45) shall be allocated to the affected agencies as indicated in the enclosed worksheets (Exhibits C to J).

SECTION 3. No transfer of property tax revenues other than those specified in paragraph 2 shall be made as a result of Annexation 40-156 (34-45).

SECTION 4. If at any time after the effective date of this joint resolution, the calculations used herein to determine initial property tax transfers, or the data used to perform those calculations, are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

SECTION 5. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 10th day of January, 2024.

Austin Bishop, Mayor

Approved as to form:

ATTEST:

William P. Curley III
City Attorney

Rochelle Scott, Acting City Clerk

I, Rochelle Scott, Acting City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 10th day of January, 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____

Rochelle Scott, Acting City Clerk



MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **WW-2**

October 3, 2023

Ms. Lynn Glidden, Director of Public Works
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550

Attention Ms. Mari-Ali Baiza

Dear Ms. Glidden:

**ANNEXATION 40-156 (34-45), LOCAL AGENCY FORMATION COMMISSION
DESIGNATION 2022-06
NEGOTIATED TAX EXCHANGE RESOLUTION RESULTING FROM ANNEXATION OF
TERRITORY TO LOS ANGELES COUNTY WATERWORKS DISTRICT NO. 40,
ANTELOPE VALLEY, LOCATED WITHIN THE CITY OF PALMDALE**

This letter is to request the City of Palmdale's City Council approve the exchange of ad valorem property tax in conjunction with the annexation of the territory located south of the intersection of Highland Avenue and Elizabeth Lake Road in the City of Palmdale, known as Annexation 40-156 (34-45) (see Exhibits A and B), to the Los Angeles County Waterworks District No. 40, Antelope Valley (District).

Enclosed are three sets of the original Joint Tax Resolution for your City Council's adoption. Attached to the Joint Tax Resolution are eight worksheets (Exhibits C to J) for Annexation 40-156 (34-45) listing the share of the annual tax increments to be exchanged between the District and affected taxing agencies. The tax-sharing ratios listed in the worksheets were calculated using a formula approved by the County of Los Angeles Auditor-Controller and County Counsel. Column 5 of the exhibits identifies the portion of the current tax share each affected agency will have to transfer to the District as a result of the proposed annexation.

Ms. Lynn Glidden
October 3, 2023
Page 2

Please execute the three sets of the enclosed original Joint Tax Resolution by December 11, 2023, or sooner, and return them to:

Ms. Viki Yip
Los Angeles County Public Works
Waterworks Division
900 South Fremont Avenue
Alhambra, CA 91803-1331

Subsequent to the adoption of the Joint Tax Resolution by all affected agencies and the County of Los Angeles Board of Supervisors, a fully executed copy will be sent to you for your records.

If you have any questions, please contact Ms. Viki Yip, Waterworks Division, at (626) 300-4683 or vyip@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

RUSS BRYDEN
Assistant Deputy Director
Waterworks Division

VY:tr
H:\WWHOM\Admin\Letters\2023\LR549.doc

Enc.

**JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES, ACTING ON BEHALF OF THE COUNTY AND OTHER
COUNTY ENTITIES, THE BOARD OF DIRECTORS OF THE
ANTELOPE VALLEY CEMETERY DISTRICT, THE BOARD OF TRUSTEES OF
THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, THE
BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 20 OF
LOS ANGELES COUNTY, THE BOARD OF DIRECTORS OF THE
ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, THE
CITY COUNCIL OF THE CITY OF PALMDALE, AND THE BOARD OF DIRECTORS
OF THE ANTELOPE VALLEY-EAST KERN WATER AGENCY APPROVING AND
ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES
RESULTING FROM ANNEXATION OF PROPERTY DESIGNATED AS
ANNEXATION 40-156 (34-45), LOCAL AGENCY FORMATION COMMISSION
DESIGNATION 2022-06, TO THE LOS ANGELES COUNTY
WATERWORKS DISTRICT NO. 40, ANTELOPE VALLEY**

WHEREAS, pursuant to Section 99.01 of the Revenue and Taxation Code, in the case of any jurisdictional change that will result in a special district providing one or more services to an area where those services have not previously been provided by any local agency, the special district and each local agency that receives an apportionment of property tax revenue from the area may negotiate an exchange of property tax revenue generated in the area subject to the jurisdictional change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting as the governing body of the County of Los Angeles; the Los Angeles County Waterworks District No. 40, Antelope Valley; and the Consolidated Fire Protection District of Los Angeles County; together with the Board of Directors of the Antelope Valley Cemetery District, the Board of Trustees of the Antelope Valley Mosquito and Vector Control District, the Board of Directors of County Sanitation District No. 20 of Los Angeles County, the Board of Directors of the Antelope Valley Resource Conservation District, the City Council of the City of Palmdale, and the Board of Directors of the Antelope Valley-East Kern Water Agency have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Annexation 40-156 (34-45) to the Los Angeles County Waterworks District No. 40, Antelope Valley, is as set forth:

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The County of Los Angeles; the Los Angeles County Waterworks District No. 40, Antelope Valley; the Consolidated Fire Protection District of Los Angeles County; the Antelope Valley Cemetery District; the Antelope Valley Mosquito and Vector Control District; the County Sanitation District No. 20 of Los Angeles County; the Antelope Valley Resource Conservation District; the City of Palmdale; and the Antelope Valley-East Kern Water Agency have determined the amount of property tax revenue to be exchanged between their respective agencies as a result of the annexation proposal identified as Annexation 40-156 (34-45) is approved and accepted.
2. For fiscal years commencing on or after July 1, 2023, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within Annexation 40-156 (34-45) shall be allocated to the affected agencies as indicated in the enclosed worksheets (Exhibits C to J).
3. No transfer of property tax revenues other than those specified in paragraph 2 shall be made as a result of Annexation 40-156 (34-45).
4. If at any time after the effective date of this Joint Resolution, the calculations used herein to determine initial property tax transfers, or the data used to perform those calculations, are found to be incorrect, thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this _____ day of _____, 2024, by
the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Austin Bishop, Mayor
City of Palmdale

ATTEST:

City Clerk

ANNEXATION NO. 2022-06
TO LOS ANGELES COUNTY WATERWORKS DISTRICT 40
ANTELOPE VALLEY

LEGAL DESCRIPTION

ALL OF SECTION 31 AND THOSE PORTIONS OF SECTIONS 29, 30 AND 32, ALL IN TOWNSHIP 6 NORTH, RANGE 12 WEST, SAN BERNARDINO MERIDIAN IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA DESCRIBED AS FOLLOWS:

BEGINNING THE SOUTHWESTERLY CORNER OF SAID SECTION 31;

COURSE 1. THENCE ALONG SAID BOUNDARY AND ALONG THE WESTERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, NORTH 00°00'17" WEST, 2625.35 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 31;

COURSE 2. THENCE ALONG THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, NORTH 00°26'50" WEST, 2628.53 FEET TO THE NORTHWESTERLY CORNER OF SAID SECTION 31;

COURSE 3. THENCE ALONG THE NORTHERLY LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, SOUTH 89°27'04" EAST, 2654.24 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 31;

COURSE 4. THENCE ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30, NORTH 01°19'12" WEST, 2630.03 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 30;

COURSE 5. THENCE ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 89°18'29" WEST, 2602.30 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 30;

COURSE 6. THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 03°41'03" WEST, 1327.19 FEET TO THE NORTHWEST CORNER OF THE SOUTH HALF OF THE NORTH WEST QUARTER OF SAID SECTION 30 AS DESCRIBED IN DEED TO ANAVERDE LLC, A DELAWARE LIMITED LIABILITY COMPANY RECORDED NOVEMBER 15, 2002 AS INSTRUMENT NO. 02-2759454, OF OFFICIAL RECORDS OF SAID COUNTY AND AS SHOWN IN MAP OF TRACT NO. 53840-01 FILED IN BOOK 1293, PAGES 48 TO 82, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY;

COURSE 7. THENCE ALONG THE NORTHERLY LINE OF THE REMAINDER PARCEL DELINEATED WITHIN THE NORTH HALF OF SAID SECTION 30, AS SHOWN IN SAID MAP OF TRACT NO. 53840-01, SOUTH 89°09'59" EAST 5353.46 FEET TO THE NORTHEAST CORNER OF SAID SOUTH HALF OF THE NORTH EAST QUARTER OF SAID SECTION 30;



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ANNEXATION NO. 2022-06
TO LOS ANGELES COUNTY WATERWORKS DISTRICT 40
ANTELOPE VALLEY

COURSE 8. THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29 NORTH 00°42'45" WEST 123.84 FEET TO A POINT OF INTERSECTION WITH THE CENTERLINE OF ELIZABETH LAKE ROAD, 60 FEET WIDE, AS SHOWN IN MAP OF SAID TRACT NO. 53840-01;

COURSE 9. THENCE ALONG SAID CENTERLINE, SOUTH 84°28'16" EAST 2173.02 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 500.00 FEET;

COURSE 10. THENCE EASTERLY ALONG SAID CENTERLINE AND SAID CURVE THROUGH A CENTRAL ANGLE OF 54°36'33", AN ARC LENGTH OF 476.55 FEET;

COURSE 11. THENCE CONTINUING ALONG SAID CENTERLINE AND TANGENT TO SAID CURVE NORTH 40°55'11" EAST 82.12 FEET TO A POINT OF INTERSECTION ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29;

THE LENGTHS AND DISTANCES SHOWN FOR THE FOLLOWING 39 COURSES IN THIS LEGAL DESCRIPTION ARE RECORD PER THE REFERENCED TRACT MAPS. THE BEARINGS HAVE BEEN ROTATED TO CONFORM TO OTHER PORTIONS OF THIS LEGAL DESCRIPTION.

COURSE 12. THENCE ALONG LAST SAID WEST LINE OF THE NORTHEAST QUARTER AND ALSO ALONG THE WESTERLY BOUNDARY OF TRACT NO. 51457 AS SHOWN ON MAP FILED IN BOOK 1240, PAGES 7 THROUGH 17 INCLUSIVE, OF MAPS RECORDS OF SAID COUNTY, SOUTH 00°51'35" EAST 158.79 FEET TO THE SOUTHWESTERLY CORNER OF LOT 184 OF SAID TRACT NO. 51457;

COURSE 13. THENCE ALONG THE GENERAL SOUTHERLY BOUNDARY OF SAID TRACT NO. 51457, ALONG A RADIAL LINE NORTH 85°07'57" EAST, 39.84 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 44.00 FEET;

COURSE 14. THENCE SOUTHEASTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°29'13" AN ARC DISTANCE OF 67.95 FEET;

COURSE 15. THENCE RADIAL TO SAID CURVE, SOUTH 03°21'16" EAST, 101.98 FEET;

COURSE 16. THENCE NORTH 86°05'18" EAST, 724.86 FEET;

COURSE 17. THENCE NORTH 03°54'54" WEST 59.70 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 72.00 FEET, A RADIAL LINE THROUGH LAST SAID POINT BEARS NORTH 22°41'56" EAST;

COURSE 18. THENCE SOUTHEASTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°16'58", AN ARC DISTANCE OF 43.08 FEET;



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ANNEXATION NO. 2022-06
TO LOS ANGELES COUNTY WATERWORKS DISTRICT 40
ANTELOPE VALLEY

COURSE 19. THENCE TANGENT TO SAID CURVE NORTH 78°24'58" EAST, 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 88.00 FEET;

COURSE 20. THENCE EASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 10°39'09", AN ARC LENGTH OF 16.36 FEET;

COURSE 21. THENCE TANGENT TO LAST SAID CURVE NORTH 89°04'07" EAST, 63.08 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 88.00 FEET;

COURSE 22. THENCE EASTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°39'09", AN ARC LENGTH OF 16.36 FEET;

COURSE 23. THENCE TANGENT TO LAST SAID CURVE, SOUTH 80°16'44" EAST 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 72.00 FEET;

COURSE 24. THENCE NORTHEASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 36°14'50", AN ARC LENGTH OF 45.55 FEET;

COURSE 25. THENCE NON-TANGENT TO LAST SAID CURVE, SOUTH 03°54'54" EAST, 46.15 FEET;

COURSE 26. THENCE NORTH 86°05'18" EAST, 326.54 FEET;

COURSE 27. THENCE NORTH 03°54'54" WEST, 78.69 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 72.00 FEET, A RADIAL LINE THROUGH LAST SAID POINT BEARS NORTH 06°25'19" WEST;

COURSE 28. THENCE EASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 05°09'43", AN ARC LENGTH OF 6.49 FEET;

COURSE 29. THENCE TANGENT TO SAID CURVE NORTH 78°24'58" EAST 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 88.00 FEET;

COURSE 30. THENCE EASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 10°39'09" AN ARC LENGTH OF 16.36 FEET;

COURSE 31. THENCE TANGENT TO LAST SAID CURVE NORTH 89°04'07" EAST 68.51 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 88.00 FEET;

COURSE 32. THENCE EASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 10°39'09", AN ARC LENGTH OF 16.36 FEET;

COURSE 33. THENCE TANGENT TO LAST SAID CURVE SOUTH 80°16'44" EAST, 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 72.00 FEET;



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ANNEXATION NO. 2022-06
TO LOS ANGELES COUNTY WATERWORKS DISTRICT 40
ANTELOPE VALLEY

COURSE 34. THENCE EASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 29°34'46", AN ARC LENGTH OF 37.17 FEET;

COURSE 35. THENCE ALONG A NON-TANGENT LINE, SOUTH 03°54'54" EAST, 69.65 FEET;

COURSE 36. THENCE NORTH 86°05'18" EAST, 288.12 FEET;

COURSE 37. THENCE NORTH 03°54'54" WEST, 77.10 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 72.00 FEET, A RADIAL LINE THROUGH LAST SAID POINT BEARS NORTH 19°42'05" EAST;

COURSE 38. THENCE EASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 31°17'07", AN ARC LENGTH OF 39.31 FEET;

COURSE 39. THENCE TANGENT TO LAST SAID CURVE NORTH 78°24'00" EAST, 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 88.00 FEET;

COURSE 40. THENCE EASTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°39'09", AN ARC LENGTH OF 16.36 FEET;

COURSE 41. THENCE TANGENT TO LAST SAID CURVE, NORTH 89°04'07" EAST, 67.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 88.00 FEET;

COURSE 42. THENCE EASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 10°39'09", AN ARC LENGTH OF 16.36 FEET;

COURSE 43. THENCE TANGENT TO LAST SAID CURVE, SOUTH 80°16'44" EAST, 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 72.00 FEET;

COURSE 44. THENCE EASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 32°10'34", AN ARC LENGTH OF 40.43 FEET;

COURSE 45. THENCE ALONG A NON-TANGENT LINE, SOUTH 03°54'54" EAST, 63.10 FEET;

COURSE 46. THENCE NORTH 86°05'18" EAST, 247.05 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 72.00 FEET, A RADIAL LINE THROUGH LAST SAID POINT BEARS NORTH 61°05'32" EAST;



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ANNEXATION NO. 2022-06
TO LOS ANGELES COUNTY WATERWORKS DISTRICT 40
ANTELOPE VALLEY

COURSE 47. THENCE EASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 71°39'10", AN ARC LENGTH OF 90.04 FEET;

COURSE 48. THENCE TANGENT TO LAST SAID CURVE, NORTH 79°26'22" EAST, 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 88.00 FEET;

COURSE 49. THENCE EASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 10°39'09", AN ARC LENGTH OF 16.36 FEET;

COURSE 50. THENCE TANGENT TO LAST SAID CURVE, NORTH 89°54'29" EAST 37.38 FEET TO THE SOUTHEASTERLY CORNER OF SAID TRACT NO. 51457, SAID POINT BEING IN THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 29;

COURSE 51. THENCE LEAVING SAID TRACT BOUNDARY AND ALONG SAID EASTERLY LINE OF THE NORTHEAST QUARTER SOUTH 00°55'06" EAST, 1289.42 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 29;

COURSE 52. THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 SOUTH 00°52'56" EAST 2617.07 FEET TO THE NORTHEAST CORNER OF SAID SECTION 32;

COURSE 53. THENCE ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32 SOUTH 00°01'41" EAST, 2650.13 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 32;

COURSE 54. THENCE ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32 SOUTH 00°00'20" WEST, 23.55 FEET TO THE NORTHEASTERLY CORNER OF TRACT NO. 53888 AS SHOWN IN MAP FILED IN BOOK 1294, PAGES 64 THROUGH 74 INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY;

COURSE 55. THENCE ALONG THE NORTHEASTERLY BOUNDARY OF SAID TRACT 53888 AND THE NORTHEASTERLY BOUNDARY OF PARCEL MAP NO. 27024, FILED IN BOOK 320, PAGES 87 THROUGH 93, INCLUSIVE, OF PARCEL MAPS, RECORDS OF SAID COUNTY AND ALONG THE NORTHEASTERLY BOUNDARY OF TRACT NO. 54116 AS SHOWN IN MAP FILED IN BOOK 1299, PAGES 14 THROUGH 21, INCLUSIVE, OF SAID MAPS, THE FOLLOWING 11 COURSES, NORTH 44°24'25" WEST, 63.63 FEET;

COURSE 56. THENCE NORTH 54°51'10" WEST, 457.42 FEET;

COURSE 57. THENCE NORTH 68°49'37" WEST, 114.16 FEET;



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COURSE 58. THENCE NORTH 49°48'34" WEST, 601.96 FEET;

COURSE 59. THENCE NORTH 70°41'40" WEST, 272.48 FEET;

COURSE 60. THENCE NORTH 38°34'41" WEST, 371.22 FEET;

COURSE 61. THENCE NORTH 59°39'35" WEST, 474.32 FEET TO THE MOST NORTHERLY CORNER OF SAID TRACT NO. 53888;

COURSE 62. THENCE, ALONG THE NORTHEASTERLY LINE OF SAID PARCEL MAP NO. 27024, NORTH 45°05'24" WEST, 589.58 FEET;

COURSE 63. THENCE NORTH 51°18'33" WEST, 359.86 FEET;

COURSE 64. THENCE NORTH 59°14'43" WEST, 244.32 FEET;

COURSE 65. THENCE NORTH 61°46'36" WEST, 461.05 FEET TO THE NORTHWESTERLY CORNER OF SAID TRACT NO. 54116;

COURSE 66. THENCE ALONG THE GENERAL NORTHWESTERLY BOUNDARY OF SAID TRACT NO. 54116 AND THE NORTHWESTERLY BOUNDARIES OF TRACT NO. 54116-02 AS SHOWN ON MAP FILED IN BOOK 1294, PAGES 87 THROUGH 98 INCLUSIVE, AND OF TRACT NO. 54117-03, AS FILED IN BOOK 1317, PAGES 48 THROUGH 66, INCLUSIVE AND OF TRACT NO. 54117-02 AS SHOWN ON MAP FILED IN BOOK 1294, PAGES 75 THROUGH 86, INCLUSIVE, AND SAID PARCEL MAP NO. 27024, ALL OF SAID MAPS DELINEATE THE FOLLOWING 88 COURSES AND CURVES, SOUTH 27°39'13" WEST, 141.01 FEET;

COURSE 67. THENCE NORTH 62°20'47" WEST, 6.51 FEET;

COURSE 68. THENCE SOUTH 27°39'13" WEST, 60.00 FEET;

COURSE 69. THENCE SOUTH 20°30'20" WEST, 57.58 FEET;

COURSE 70. THENCE SOUTH 23°52'13" WEST, 456.49 FEET TO A POINT ON THE SOUTHERLY LINE OF PARKWOOD DRIVE AS SHOWN ON SAID PARCEL MAP NO, 27024;

COURSE 71. THENCE SOUTH 66°07'47" EAST, 124.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1468.00 FEET;

COURSE 72. THENCE SOUTHEASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 00°31'59", AN ARC LENGTH OF 13.66 FEET;



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COURSE 73. THENCE ALONG A NON-TANGENT LINE, SOUTH 28°39'51" WEST, 237.50 FEET;

COURSE 74. THENCE SOUTH 20°55'26" WEST, 148.72 FEET;

COURSE 75. THENCE SOUTH 19°54'57" WEST, 112.43 FEET;

COURSE 76. THENCE NORTH 65°08'31" WEST, 46.32 FEET;

COURSE 77. THENCE SOUTH 23°10'52" WEST, 101.68 FEET;

COURSE 78. THENCE NORTH 66°49'08" WEST, 19.91 FEET;

COURSE 79. THENCE SOUTH 23°10'52" WEST, 333.00 FEET;

COURSE 80. THENCE SOUTH 66°49'08" EAST, 7.68 FEET;

COURSE 81. THENCE SOUTH 23°10'52" WEST, 135.16 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3550.00 FEET, A RADIAL BEARING THROUGH SAID POINT BEARS SOUTH 23°57'51" WEST;

COURSE 82. THENCE NORTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°34'10", AN ARC LENGTH OF 35.28 FEET, (THIS COURSE WAS CALCULATED FROM RECORD DATA SHOWN ON THE ABOVE REFERENCED MAPS);

COURSE 83. THENCE ALONG A RADIAL LINE, SOUTH 23°23'41" WEST, 100.00 FEET;

COURSE 84. THENCE SOUTH 23°29'51" WEST, 137.20 FEET;

COURSE 85. THENCE ALONG A RADIAL LINE, SOUTH 23°36'08" WEST, 60.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2170.00 FEET, TO WHICH LAST SAID COURSE IS RADIAL;

COURSE 86. THENCE NORTHWESTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°25'06" AN ARC LENGTH OF 15.84 FEET, FROM WHICH A RADIAL LINE BEARS NORTH 23°11'02" EAST;

COURSE 87. THENCE ALONG A NON-TANGENT LINE, SOUTH 13°42'19" WEST, 59.72 FEET;

COURSE 88. THENCE SOUTH 62°36'48" WEST, 4.78 FEET;



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COURSE 89. THENCE SOUTH 13°42'19" WEST, 51.58 FEET;
COURSE 90. THENCE SOUTH 60°36'26" WEST, 7.40 FEET;
COURSE 91. THENCE SOUTH 13°42'19" WEST, 48.80 FEET;
COURSE 92. THENCE SOUTH 70°35'15" WEST, 8.84 FEET;
COURSE 93. THENCE SOUTH 10°06'35" WEST, 46.79 FEET;
COURSE 94. THENCE SOUTH 58°47'47" WEST, 9.85 FEET;
COURSE 95. THENCE SOUTH 10°06'35" WEST, 47.19 FEET;
COURSE 96. THENCE SOUTH 58°47'47" WEST, 9.85 FEET;
COURSE 97. THENCE SOUTH 10°06'35" WEST, 46.38 FEET;
COURSE 98. THENCE SOUTH 58°47'47" WEST, 10.65 FEET;
COURSE 99. THENCE SOUTH 10°06'35" WEST, 47.80 FEET;
COURSE 100. THENCE SOUTH 58°47'47" WEST, 8.79 FEET;
COURSE 101. THENCE SOUTH 10°06'35" WEST 47.92 FEET;
COURSE 102. THENCE SOUTH 58°17'11" WEST, 7.25 FEET;
COURSE 103. THENCE SOUTH 10°06'35" WEST, 49.18 FEET;
COURSE 104. THENCE SOUTH 57°10'48" WEST, 5.74 FEET;
COURSE 105. THENCE SOUTH 10°06'35" WEST, 48.13 FEET;
COURSE 106. THENCE SOUTH 56°29'55" WEST, 4.42 FEET;

COURSE 107. THENCE SOUTH 10°06'35" WEST, 44.71 FEET TO A POINT AT THE BEGINNING OF
A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 498.00 FEET, A RADIAL
LINE THROUGH SAID POINT BEARS NORTH 27°38'55" EAST;



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COURSE 108. THENCE SOUTHEASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 00°38'37", AN ARC LENGTH OF 5.60 FEET;

COURSE 109. THENCE ALONG A RADIAL LINE, SOUTH 27°00'18" WEST, 64.00 FEET, TO A POINT ON THE SOUTH LINE OF GREENBRIER STREET AS SHOWN ON TRACT NO. 61895-01, FILED IN BOOK 1370, PAGES 96 THROUGH 99, INCLUSIVE, OF MAPS, RECORDS OF SAID COUNTY; SAID POINT BEING IN A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 562.00 FEET; FROM WHICH POINT A RADIAL LINE BEARS SOUTH 27°00'18" WEST;

THE FOLLOWING NINE COURSES DESCRIBES A PORTION OF THE SOUTHWESTERLY LINE OF GREENBRIER STREET AS SHOWN IN SAID TRACT NO. 61895-01:

COURSE 110. THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°07'36", AN ARC LENGTH OF 30.67 FEET TO A TANGENT, COMPOUND CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 432.00 FEET;

COURSE 111. THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°09'15", AN ARC LENGTH OF 121.80 FEET;

COURSE 112. THENCE ALONG A NON-TANGENT LINE, NORTH 56°01'50" WEST, 39.12 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY. HAVING A RADIUS OF 442.00 FEET;

COURSE 113. THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°43'04", AN ARC LENGTH OF 51.82 FEET;

COURSE 114. THENCE NORTH 32°02'10" WEST, 153.02 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 358.00 FEET;

COURSE 115. THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°41'44", AN ARC LENGTH OF 129.31 FEET;

COURSE 116. THENCE NORTH 52°43'54" WEST, 258.29 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 392.00 FEET;

COURSE 117. THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°04'30", AN ARC LENGTH OF 109.98 FEET;

COURSE 118. THENCE ALONG A NON-TANGENT LINE, NORTH 77°09'22" WEST, 19.49 FEET;

COURSE 119. THENCE SOUTH 61°23'39" WEST, 32.89 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 442.00 FEET;



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COURSE 120. THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°23'58", AN ARC LENGTH OF 296.22 FEET TO THE BEGINNING OF A TANGENT, REVERSING CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 258.00 FEET;

COURSE 121. THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°16'24", AN ARC LENGTH OF 37.25 FEET, FROM WHICH POINT A RADIAL LINE BEARS NORTH 01°31'11" EAST;

COURSE 122. THENCE SOUTH 00°50'57" WEST, 21.18 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 298.00 FEET, FROM WHICH POINT A RADIAL LINE;

COURSE 123. THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°30'33", AN ARC LENGTH OF 111.87 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 42.00 FEET;

COURSE 124. THENCE SOUTHWESTERLY, SOUTH AND SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 114°47'39", AN ARC LENGTH OF 84.15 FEET TO A TANGENT, REVERSING CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 840.00 FEET;

COURSE 125. THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°59'27", AN ARC LENGTH OF 73.17 FEET;

COURSE 126. THENCE SOUTH 53°59'18" EAST, 83.15 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 700.00 FEET;

COURSE 127. THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°30'29", AN ARC LENGTH OF 336.07 FEET TO A TANGENT, REVERSING CURVE HAVING A RADIUS OF 120.00 FEET;

COURSE 128. THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°31'13", AN ARC LENGTH OF 61.83 FEET;

COURSE 129. THENCE SOUTH 56°00'02" EAST, 174.72 FEET TO AN ANGLE POINT;

COURSE 130. THENCE SOUTH 50°26'50" EAST, 83.76 FEET TO AN ANGLE POINT;

COURSE 131. THENCE SOUTH 53°16'36" EAST, 141.81 FEET TO AN ANGLE POINT;

COURSE 132. THENCE SOUTH 52°11'34" EAST, 149.80 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 20.00 FEET;

COURSE 133. THENCE SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 92°23'29", AN ARC LENGTH OF 32.25 FEET TO



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THE CUSP OF THE SAID CURVE, FROM WHICH POINT A RADIAL LINE BEARS SOUTH 54°35'03" EAST;

COURSE 134. THENCE SOUTH 21°40'26" WEST, 206.11 FEET;

COURSE 135. THENCE NORTH 55°39'02" WEST, 36.40 FEET;

COURSE 136. THENCE SOUTH 34°47'05" WEST, 160.12 FEET;

COURSE 137. THENCE SOUTH 55°12'55" EAST 38.71 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 330.00 FEET;

COURSE 138. THENCE SOUTHEASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 02°32'51", AN ARC LENGTH OF 14.67 FEET;

COURSE 139. THENCE NON-TANGENT TO SAID CURVE, SOUTH 32°12'09" WEST, 145.42 FEET;

COURSE 140. THENCE NORTH 50°35'46" WEST, 37.81 FEET;

COURSE 141. THENCE SOUTH 76°03'27" WEST, 2.74 FEET;

COURSE 142. THENCE NORTH 50°35'46" WEST, 52.10 FEET;

COURSE 143. THENCE SOUTH 76°03'27" WEST, 1.99 FEET;

COURSE 144. THENCE NORTH 50°35'46" WEST, 15.01 FEET;

COURSE 145. THENCE NORTH 62°22'44" WEST, 78.72 FEET;

COURSE 146. THENCE SOUTH 84°13'17" WEST, 1.82 FEET;

COURSE 147. THENCE NORTH 62°22'44" WEST, 73.18 FEET;

COURSE 148. THENCE SOUTH 40°52'04" WEST, 23.66 FEET;

COURSE 149. THENCE SOUTH 11°16'01" EAST, 148.30 FEET;

COURSE 150. THENCE SOUTH 54°40'10" EAST, 24.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 44.00 FEET TO WHICH LAST SAID COURSE IS RADIAL;



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COURSE 151. THENCE SOUTHERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 63°27'14", AN ARC LENGTH OF 48.73 FEET;

COURSE 152. THENCE RADIAL TO LAST SAID CURVE, SOUTH 61°52'36" WEST 20.31 FEET;

COURSE 153. THENCE SOUTH 03°27'48" EAST, 131.07 FEET;

COURSE 154. THENCE NORTH 68°12'00" WEST, 20.40 FEET;

COURSE 155. THENCE SOUTH 01°16'36" WEST, 120.26 FEET;

COURSE 156. THENCE SOUTH 41°21'26" EAST, 26.30 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY; HAVING A RADIUS OF 44.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 41°02'22" EAST;

COURSE 157. THENCE SOUTHERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 80°12'09", AN ARC LENGTH OF 61.59 FEET;

COURSE 158. THENCE NON-TANGENT TO SAID CURVE, SOUTH 58°46'44" WEST, 19.75 FEET;

COURSE 159. THENCE SOUTH 12°51'31" WEST, 118.16 FEET;

COURSE 160. THENCE NORTH 73°46'53" WEST, 47.26 FEET;

COURSE 161. THENCE SOUTH 16°13'07" WEST, 64.00 FEET;

COURSE 162. THENCE NORTH 73°46'53" WEST, 87.91 FEET;

COURSE 163. THENCE SOUTH 02°34'34" EAST, 84.57 FEET;

COURSE 164. THENCE SOUTH 22°49'33" EAST, 116.13 FEET TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 44.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 66°28'25" EAST;

COURSE 165. THENCE SOUTHEASTERLY ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF 122°52'19", AN ARC LENGTH OF 94.36 FEET;

COURSE 166. THENCE TANGENT TO LAST SAID CURVE, NORTH 80°39'16" EAST, 30.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 88.00 FEET;

COURSE 167. THENCE EASTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°18'01" AN ARC LENGTH OF 43.47 FEET;



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COURSE 168. THENCE TANGENT TO LAST SAID CURVE SOUTH $71^{\circ}02'43''$, 45.78 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 629.00 FEET;

COURSE 169. THENCE SOUTHEASTERLY, ALONG LAST SAID CURVE THROUGH A CENTRAL ANGLE OF $01^{\circ}20'12''$, AN ARC LENGTH OF 14.67 FEET;

COURSE 170. THENCE NON-TANGENT TO LAST SAID CURVE, SOUTH $27^{\circ}13'51''$ EAST, 186.70 FEET;

COURSE 171. THENCE NON-TANGENT TO LAST SAID CURVE, SOUTH $20^{\circ}40'44''$ EAST, 164.60 FEET;

COURSE 172. THENCE SOUTH $72^{\circ}21'41''$ EAST, 32.66 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 44.00 FEET, A RADIAL LINE THROUGH SAID POINT BEARS NORTH $81^{\circ}20'39''$ EAST;

COURSE 173. THENCE SOUTHEASTERLY ALONG LAST SAID CURVE, THROUGH A CENTRAL ANGLE OF $70^{\circ}27'57''$, AN ARC LENGTH OF 54.11 FEET;

COURSE 174. THENCE NON-TANGENT TO LAST SAID CURVE, SOUTH $26^{\circ}01'55''$ EAST 128.61 FEET;

COURSE 175. THENCE SOUTH $10^{\circ}37'50''$ EAST, 24.81 FEET;

COURSE 176. THENCE SOUTH $26^{\circ}21'57''$, WEST 340.96 FEET TO THE SOUTHWESTERLY CORNER OF SAID TRACT NO. 54117-02, SAID POINT BEING ON THE SOUTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32;

COURSE 177. THENCE ALONG THE SOUTH LINE OF LAST SAID SOUTHWEST QUARTER, NORTH $89^{\circ}31'22''$ WEST, 536.95 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 31;

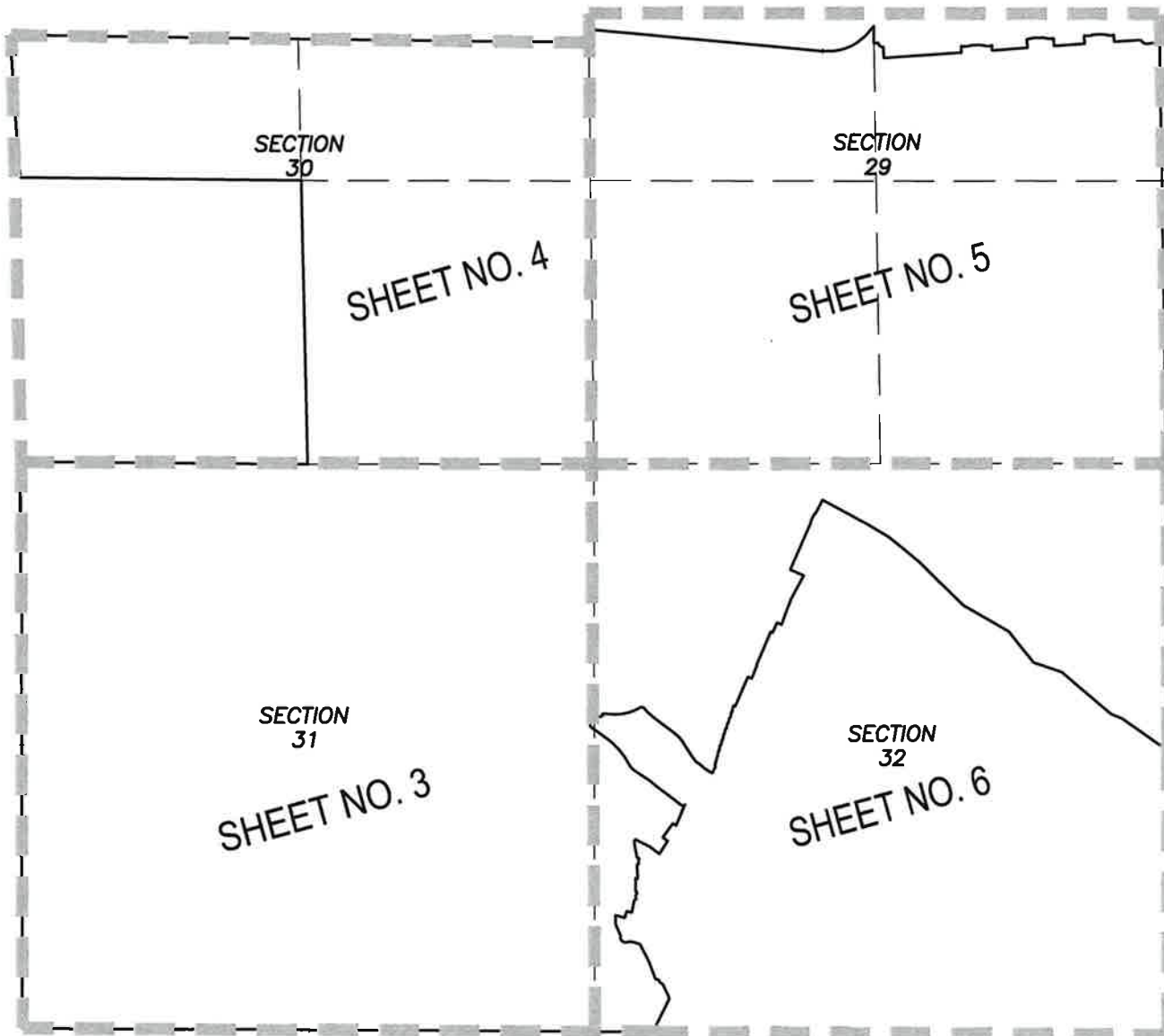
COURSE 178. THENCE ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 31, NORTH $89^{\circ}29'51''$ WEST, 2638.85 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31;

COURSE 179. THENCE ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 NORTH $89^{\circ}38'12''$ WEST, 2655.76 FEET TO THE **POINT OF BEGINNING**.

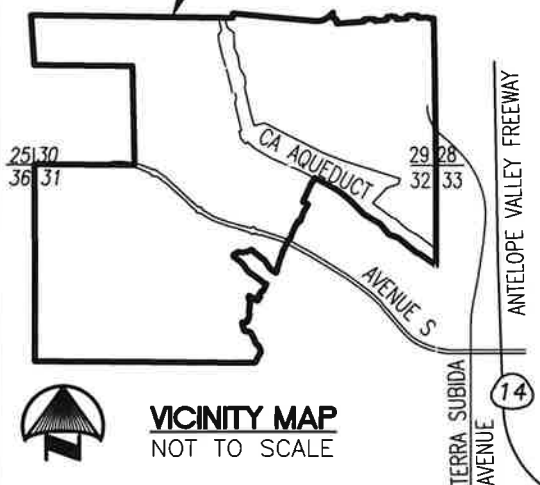
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SHEET INDEX

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ANAVERDE
ANNEXATION 2022-06
TO LOS ANGELES COUNTY
WATERWORKS DISTRICT
NO. 40, ANTELOPE VALLEY
REGION 34

EXHIBIT 'B'

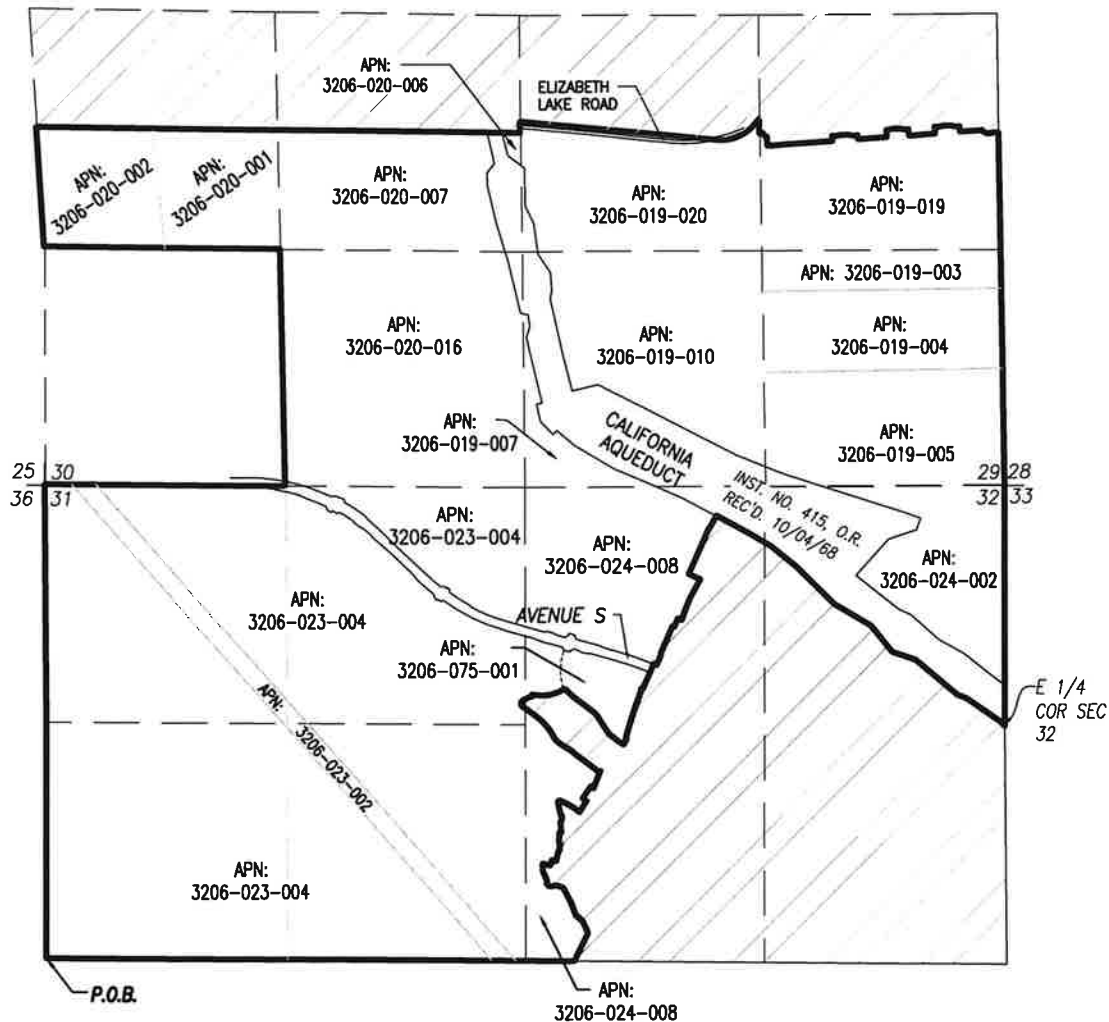
LAFCO RESOLUTION NO.
2022-06

SCALE:
1"=1500'

DATE:
2/23/23

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LEGEND:

TO BE ANNEXED
WITHIN WWD 40



ALREADY WITHIN WWD 40

ASSESSOR'S PARCELS WITHIN ANNEXATION AREAS

3206-019-003	3206-020-002
3206-019-004	3206-020-006
3206-019-005	3206-020-007
3206-019-007	3206-020-016
3206-019-010	3206-023-004
3206-019-020	3206-023-002
3206-019-019	3206-024-002
3206-020-001	3206-024-008

ANAUVERDE
ANNEXATION 2022-06
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EXHIBIT 'B'

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2022-06

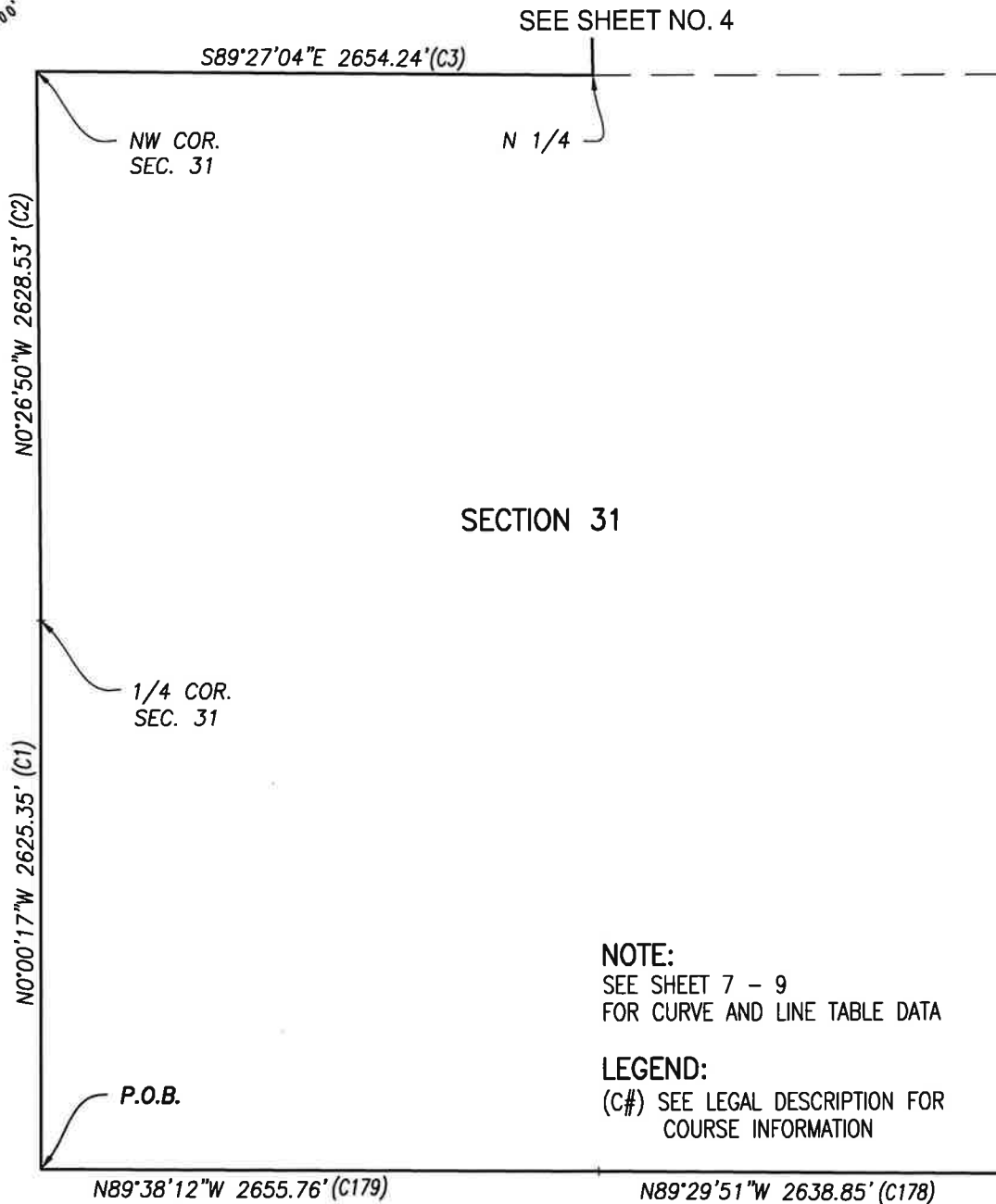
SCALE:
NO SCALE

DATE:
2/23/23



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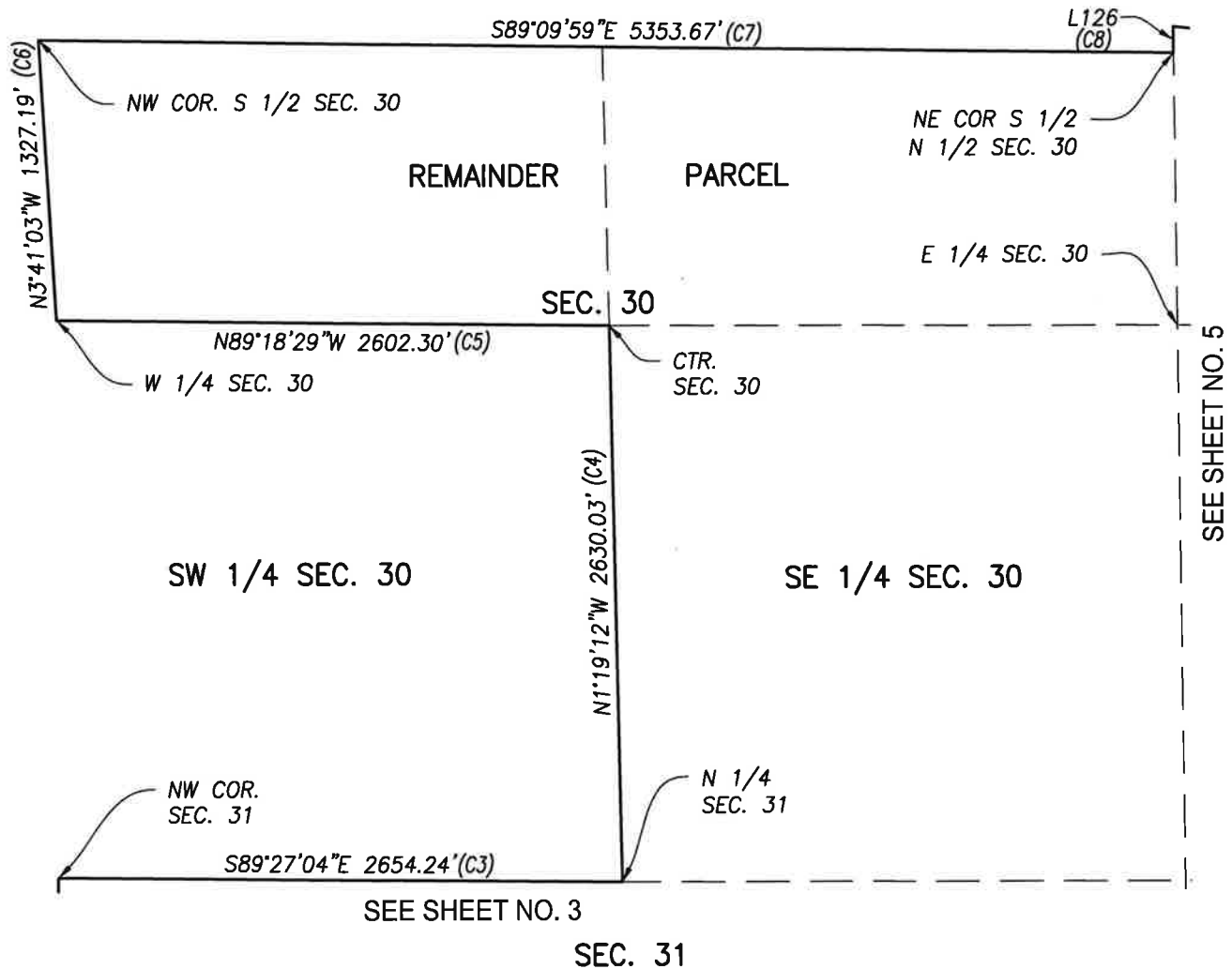
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EXHIBIT 'B'

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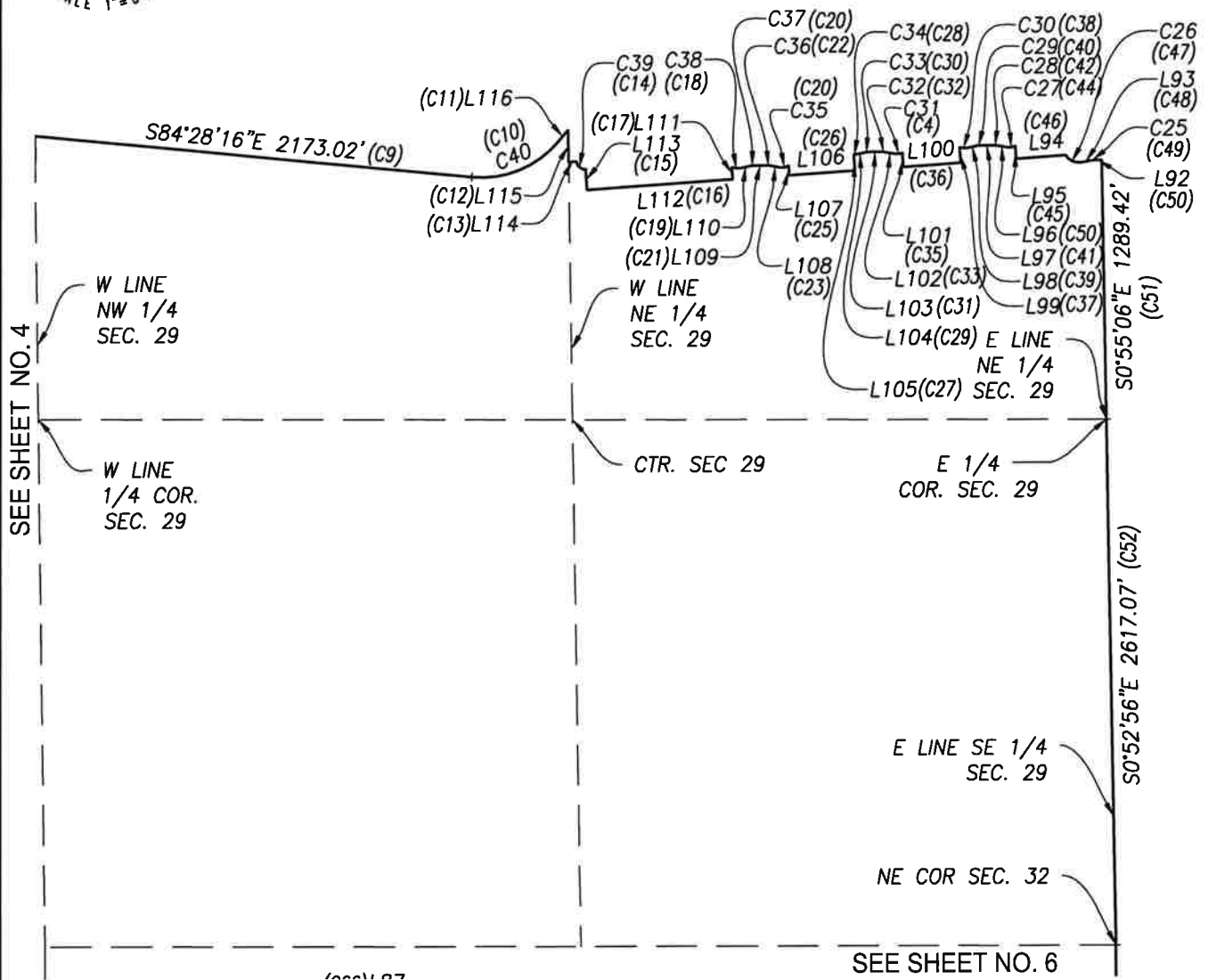
ANAVERDE
 ANNEXATION 2022-06
 TO LOS ANGELES COUNTY
 WATERWORKS DISTRICT
 NO. 40, ANTELOPE VALLEY
 REGION 34

EXHIBIT 'B'

NOTE:
 SEE SHEET 7 - 9
 FOR CURVE AND LINE TABLE DATA

LEGEND:
 (C#) SEE LEGAL DESCRIPTION FOR
 COURSE INFORMATION

LAFCO RESOLUTION NO. 2022-06	SCALE: 1"=800'	DATE: 2/23/23
		www.heitecinc.com Suite 309 777 East Tahquitz Canyon Way Palm Springs, California 92262 Phone: 760.340.9060



ANAVERDE
 ANNEXATION 2022-06
 TO LOS ANGELES COUNTY
 WATERWORKS DISTRICT
 NO. 40, ANTELOPE VALLEY
 REGION 34

EXHIBIT 'B'

NOTE:
 SEE SHEET 7 - 9
 FOR CURVE AND LINE TABLE DATA

LEGEND:
 (C#) SEE LEGAL DESCRIPTION FOR
 COURSE INFORMATION

LAFCO RESOLUTION NO.
 2022-06

SCALE:
 1"=800'

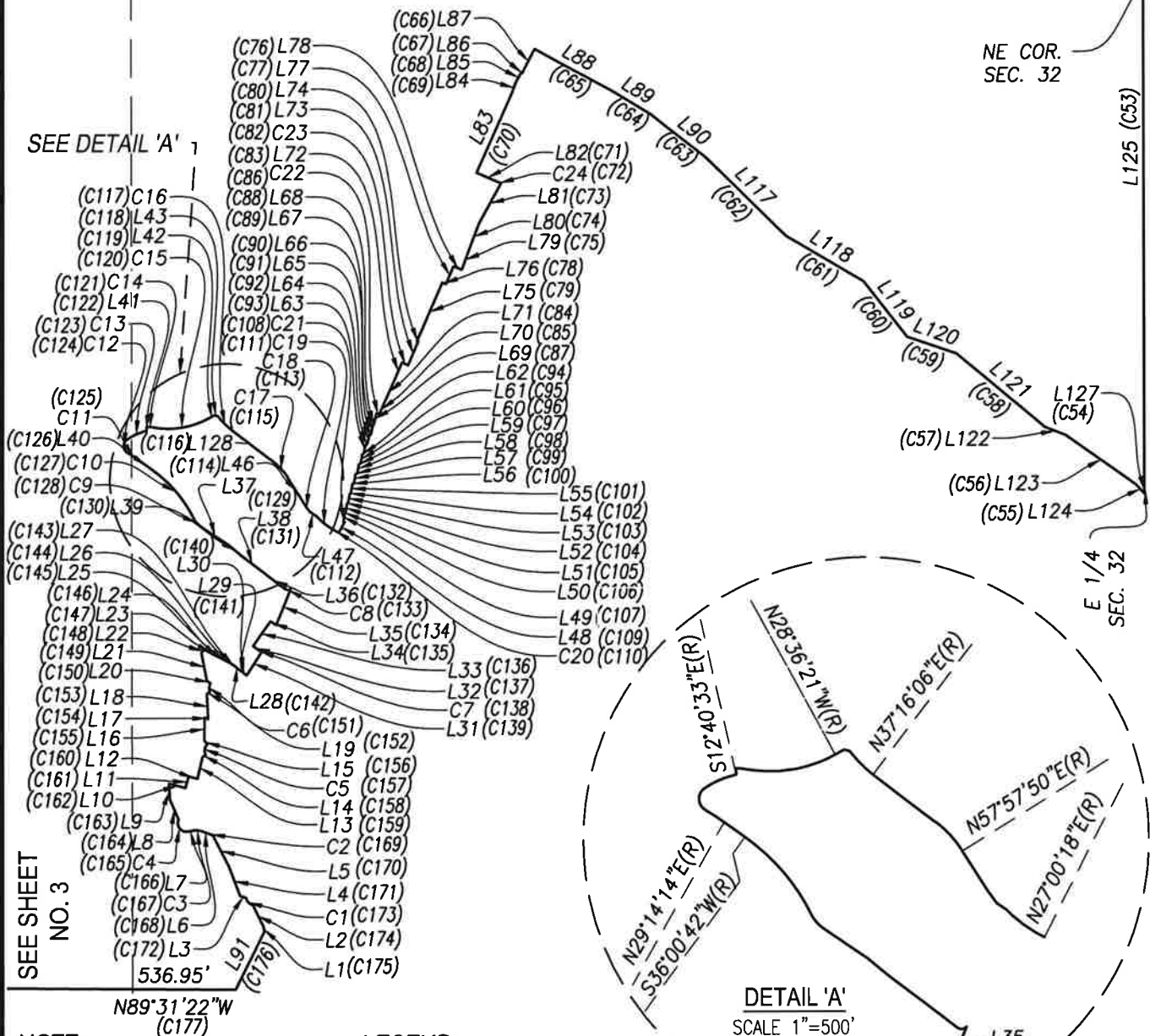
DATE:
 2/23/23



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 Palm Springs, California 92262
 Phone: 760.340.9060



SEE SHEET NO. 5

LAFCO RESOLUTION NO.
2022-06SCALE:
1"=800'DATE:
2/23/23

www.heitecinc.com
Suite 309
777 East Tahquitz Canyon Way
Palm Springs, California 92262
Phone: 760.340.9060

CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C1	54.11'	44.00'	70°27'57"
C2	14.67'	629.00'	1°20'12"
C3	43.47'	88.00'	28°18'01"
C4	94.36'	44.00'	122°52'19"
C5	61.59'	44.00'	80°12'09"
C6	48.73'	44.00'	63°27'14"
C7	14.67'	330.00'	2°32'51"
C8	32.25'	20.00'	92°23'29"
C9	61.83'	120.00'	29°31'13"
C10	336.07'	700.00'	27°30'29"
C11	73.17'	840.00'	4°59'27"
C12	84.15'	42.00'	114°47'39"
C13	111.87'	298.00'	21°30'33"
C14	37.25'	258.00'	8°16'24"
C15	296.22'	442.00'	38°23'56"
C16	109.98'	392.00'	16°04'30"
C17	129.31'	358.00'	20°41'44"
C18	51.82'	442.00'	6°43'04"
C19	121.80'	432.00'	16°09'15"
C20	30.67'	562.00'	3°07'35"

CURVE DATA			
CURVE #	LENGTH	RADIUS	DELTA
C21	5.59'	498.00'	0°38'37"
C22	15.84'	2170.00'	0°25'06"
C23	35.28'	3550.00'	0°34'10"
C24	13.66'	1468.00'	0°31'59"
C25	16.36'	88.00'	10°39'09"
C26	90.04'	72.00'	71°39'10"
C27	40.43'	72.00'	32°10'34"
C28	16.36'	88.00'	10°39'09"
C29	16.36'	88.00'	10°39'09"
C30	39.31'	72.00'	31°17'07"
C31	37.17'	72.00'	29°34'46"
C32	16.36'	88.00'	10°39'09"
C33	16.36'	88.00'	10°39'09"
C34	6.49'	72.00'	5°09'43"
C35	45.55'	72.00'	36°14'50"
C36	16.36'	88.00'	10°39'09"
C37	16.36'	88.00'	10°39'09"
C38	43.08'	72.00'	34°16'58"
C39	67.95'	44.00'	88°29'13"
C40	476.55'	500.00'	54°36'33"

ANAVERDE

ANNEXATION 2022-06
TO LOS ANGELES COUNTY
WATERWORKS DISTRICT
NO. 40, ANTELOPE VALLEY
REGION 34

EXHIBIT 'B'

LAFCO RESOLUTION NO. 2022-06	SCALE: NO SCALE	DATE: 2/23/23
		www.heitecinc.com Suite 309 777 East Tahquitz Canyon Way Palm Springs, California 92262 Phone: 760.340.9060

LINE TABLE			LINE TABLE			LINE TABLE		
LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING	LINE #	LENGTH	BEARING
L1	24.81'	S10°37'50"E	L26	15.01'	N50°35'46"W	L53	49.18'	S10°06'35"W
L2	128.61'	S26°01'55"E	L27	1.99'	S76°03'27"W	L54	7.25'	S58°17'11"W
L3	32.66'	S72°21'41"E	L28	52.10'	N50°35'46"W	L55	47.92'	S10°06'35"W
L4	164.60'	S20°40'44"E	L29	2.74'	S76°03'27"W	L56	8.79'	S58°47'47"W
L5	186.70'	S27°13'51"E	L30	37.81'	N50°35'46"W	L57	47.80'	S10°06'35"W
L6	45.78'	S71°02'43"E	L31	145.42'	S32°12'09"W	L58	10.65'	S58°47'47"W
L7	30.00'	N80°39'16"E	L32	38.71'	S55°12'55"E	L59	46.38'	S10°06'35"W
L8	116.13'	S22°49'33"E	L33	160.12'	S34°47'05"W	L60	9.85'	S58°47'47"W
L9	84.57'	S02°34'34"E	L34	36.40'	N55°39'02"W	L61	47.19'	S10°06'35"W
L10	87.91'	N73°46'53"W	L35	206.11'	S21°40'26"W	L62	9.85'	S58°47'47"W
L11	64.00'	S16°13'07"W	L36	149.80'	S52°11'34"E	L63	46.79'	S10°06'35"W
L12	47.26'	N73°46'53"W	L37	174.72'	S56°00'02"E	L64	8.84'	S70°35'15"W
L13	118.16'	S12°51'31"W	L38	141.81'	S53°16'36"E	L65	48.80'	S13°42'19"W
L14	19.75'	S58°46'44"W	L39	83.76'	S50°26'50"E	L66	7.40'	S60°36'26"W
L15	26.30'	S41°21'26"E	L40	83.15'	S53°59'18"E	L67	51.58'	S13°42'19"W
L16	120.26'	S01°16'36"W	L41	21.18'	S00°50'57"W	L68	4.78'	S62°36'48"W
L17	20.40'	N68°12'00"W	L42	32.89'	S61°23'39"W	L69	59.72'	S13°42'19"W
L18	131.07'	S03°27'48"E	L43	19.49'	N77°09'22"W	L70	60.00'	S23°36'08"W
L19	20.31'	S61°52'36"W	L46	153.02'	N32°02'10"W	L71	137.20'	S23°29'51"W
L20	24.04'	S54°40'10"E	L47	39.12'	N56°01'50"W	L72	100.00'	S23°23'41"W
L21	148.30'	S11°16'01"E	L48	64.00'	S27°00'18"W	L73	135.16'	S23°10'52"W
L22	23.66'	S40°52'04"W	L49	44.71'	S10°06'35"W	L74	7.68'	S66°49'08"E
L23	73.18'	N62°22'44"W	L50	4.42'	S56°29'55"W	L75	333.00'	S23°10'52"W
L24	1.82'	S84°13'17"W	L51	48.13'	S10°06'35"W	L76	19.91'	N66°49'08"W
L25	78.72'	N62°22'44"W	L52	5.74'	S57°10'48"W	L77	101.68'	S23°10'52"W

ANAVERDE

ANNEXATION 2022-06
TO LOS ANGELES COUNTY
WATERWORKS DISTRICT
NO. 40, ANTELOPE VALLEY
REGION 34

EXHIBIT 'B'

LAFCO RESOLUTION NO. 2022-06	SCALE: NO SCALE	DATE: 2/23/23
 HEITEC CONSULTING		www.heitecinc.com Suite 309 777 East Tahquitz Canyon Way Palm Springs, California 92262 Phone: 760.340.9060

LINE TABLE		
LINE #	LENGTH	BEARING
L78	46.32'	N65°08'31"W
L79	112.43'	S19°54'57"W
L80	148.72'	S20°55'26"W
L81	237.50'	S28°39'51"W
L82	124.88'	S66°07'47"E
L83	456.49'	S23°52'13"W
L84	57.58'	S20°30'20"W
L85	60.00'	S27°39'13"W
L86	6.51'	N62°20'47"W
L87	141.01'	S27°39'13"W
L88	461.05'	N61°46'36"W
L89	244.32'	N59°14'43"W
L90	359.86'	N51°18'33"W
L91	340.96'	S26°21'57"W
L92	37.24'	S89°54'29"E
L93	50.00'	N79°26'22"E
L94	247.05'	N86°05'18"E
L95	63.10'	S03°54'54"E
L96	50.00'	S80°16'44"E
L97	67.88'	N89°04'07"E
L98	50.00'	N78°24'58"E
L99	77.10'	N03°54'54"W
L100	288.12'	N86°05'18"E
L101	69.65'	S03°54'54"E
L102	50.00'	S80°16'44"E

LINE TABLE		
LINE #	LENGTH	BEARING
L103	68.51'	N89°04'07"E
L104	50.00'	N78°24'58"E
L105	78.69'	N03°54'54"W
L106	326.54'	N86°05'18"E
L107	46.15'	S03°54'54"E
L108	50.00'	S80°16'44"E
L109	63.08'	N89°04'07"E
L110	50.00'	N78°24'58"E
L111	59.70'	N03°54'54"W
L112	724.86'	N86°05'18"E
L113	101.98'	S03°21'16"E
L114	39.84'	N85°07'57"E
L115	159.18'	S00°51'35"E
L116	82.12'	N40°55'11"E
L117	589.58'	N45°05'24"W
L118	474.32'	N59°39'35"W
L119	371.22'	N38°34'41"W
L120	272.48'	N70°41'40"W
L121	601.96'	N49°48'34"W
L122	114.16'	N68°49'37"W
L123	457.42'	N54°51'10"W
L124	63.63'	N44°24'25"W
L125	2650.13'	S00°01'41"E
L126	123.84'	N00°42'45"W

ANAVERDE
 ANNEXATION 2022-06
 TO LOS ANGELES COUNTY
 WATERWORKS DISTRICT
 NO. 40, ANTELOPE VALLEY
 REGION 34

EXHIBIT 'B'

LAFCO RESOLUTION NO. 2022-06	SCALE: NO SCALE	DATE: 2/23/23
 HEITEC CONSULTING		www.heitecinc.com Suite 309 777 East Tahquitz Canyon Way Palm Springs, California 92262 Phone: 760.340.9060

PROPERTY TAX TRANSFER RESOLUTION WORKSHEET

Annexation To: **Waterworks District # 40 ANTELOPE VALLEY**
 Account No. **047.04**
 TRA: **11751**
 Effective Date: **11/1/2023**
 Annexation Number: **40-156**

Waterworks District # 40, ACO FUND **0.005056667**
 Based on their 2022-23 Tax Sharing Ratios

Accnt No.	Taxing Agency	(1) Current Tax Share	(2) = (1) / Total Percent	(3) Proposed Dist Share	(4) = (2) * (3) Alloc of Dist Share	(5) Allocation Adjustments	(6) = (1) + (5) New Net Share
1.05	LOS ANGELES COUNTY GENERAL	0.231643612	23.1644%	0.005056667	0.001171355	-0.001202626	0.230440986
1.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000139999	0.0140%	0.005056667	0.000000707	0.000000000	0.000139999
7.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185681198	18.5681%	0.005056667	0.000938927	-0.000938927	0.184742271
7.31	L A C FIRE-FFW	0.006044422	0.6044%	0.005056667	0.000030564	0.000000000	0.006044422
53.30	ANTELOPE VY CEMETERY DISTRICT	0.000358734	0.0359%	0.005056667	0.000001813	-0.000001813	0.000356921
61.05	ANTELOPE VLY MOSQ & VECTOR CONTR	0.000000000	0.0000%	0.005056667	0.000000000	0.000000000	0.000000000
68.05	ANTELOPE VY RESOURCE CONSER DIST	0.001162256	0.1162%	0.005056667	0.000005877	-0.000005877	0.001156379
225.01	City-Palmdale TD #1/EIFD	0.066247854	6.6248%	0.005056667	0.000334993	-0.000334993	0.065912861
300.10	ANTELOPE VY.-EAST KERN WATER AGY	0.023539267	2.3539%	0.005056667	0.000119030	-0.000119030	0.023420237
400.00	EDUCATIONAL REV AUGMENTATION FD	0.047177034	4.7177%	0.005056667	0.000238558	Exempt	0.047177034
400.01	EDUCATIONAL AUG FD IMPOUND	0.130313593	13.0314%	0.005056667	0.000658952	Exempt	0.130313593
400.15	COUNTY SCHOOL SERVICES	0.001737420	0.1737%	0.005056667	0.000008785	Exempt	0.001737420
400.21	CHILDREN'S INSTIL TUITION FUND	0.003449712	0.3450%	0.005056667	0.000017444	Exempt	0.003449712
689.01	WESTSIDE UNION SCHOOL DISTRICT	0.078704402	7.8704%	0.005056667	0.000397981	Exempt	0.078704402
689.06	CO.SCH.SERV.FD.- WESTSIDE UNION	0.010166060	1.0166%	0.005056667	0.000051406	Exempt	0.010166060
689.07	DEV CTR HDCPD MINOR WESTSIDE UN	0.001058965	0.1059%	0.005056667	0.000005354	Exempt	0.001058965
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.120014790	12.0015%	0.005056667	0.000606874	Exempt	0.120014790
717.06	CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000441534	0.0442%	0.005056667	0.000002232	Exempt	0.000441534
717.07	ANTELOPE VY.UN.HI.-ELEM SCH FD.	0.058795868	5.8796%	0.005056667	0.000297311	Exempt	0.058795868
792.04	ANTELOPE VY.JT. COMMUNITY COLL.	0.033323280	3.3323%	0.005056667	0.000168504	Exempt	0.033323280
051.75	Waterworks Dist # 40 ACO FUND	0.000000000	0.0000%	0.005056667	0.000000000	0.000000000	0.002603266
Total		1.000000000	100.0000%		0.005056667	-0.002603266	1.000000000

(1) Current share as reflected in the Auditor's ATI distribution in AF 49. Must total 1.000000000.

(2) Must total 100%.

(3) Weighted average waterworks district share as verified by Auditor.

(4) Must total share reflected in Column (3). 3/3/16 - truncated by 9 places after the decimal per LACO Auditor-Controller.

(5) Reflects exemption for school entities and County general fund obligation for debt service and FFW.

(6) Final share distributions to be reflected in tax transfer resolution.

PROPERTY TAX TRANSFER RESOLUTION WORKSHEET

Annexation To: **Waterworks District # 40 ACO FUND**
 Account No. **051.75**
 TRA: **11751**
 Effective Date: **11/1/2023**
 Annexation Number: **40-156**

Waterworks District # 40, ACO FUND **0.004739650**
 Based on their 2022-23 Tax Sharing Ratios

Accnt No. Taxing Agency	(1) Current Tax Share	(2) = (1) / Total Percent	(3) Proposed Dist Share	(4) = (2) * (3) Alloc of Dist Share	(5) Allocation Adjustments	(6) = (1) + (5) New Net Share
1.05 LOS ANGELES COUNTY GENERAL	0.231643612	23.1644%	0.004739650	0.001097920	-0.001127231	0.230516381
1.20 L.A. COUNTY ACCUM CAP OUTLAY	0.000139999	0.0140%	0.004739650	0.000000663	0.000000000	0.000139999
7.30 CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185681198	18.5681%	0.004739650	0.000880063	-0.000880063	0.184801135
7.31 L A C FIRE-FFW	0.006044422	0.6044%	0.004739650	0.000028648	0.000000000	0.006044422
53.30 ANTELOPE VY CEMETERY DISTRICT	0.000358734	0.0359%	0.004739650	0.000001700	-0.000001700	0.000357034
61.05 ANTELOPE VLY MOSQ & VECTOR CONTR	0.000000000	0.0000%	0.004739650	0.000000000	0.000000000	0.000000000
68.05 ANTELOPE VY RESOURCE CONSER DIST	0.001162256	0.1162%	0.004739650	0.000005508	-0.000005508	0.001156748
225.01 City-Palmdale TD #1/EIFD	0.066247854	6.6248%	0.004739650	0.000313991	-0.000313991	0.065933863
300.10 ANTELOPE VY.-EAST KERN WATER AGY	0.023539267	2.3539%	0.004739650	0.000111567	-0.000111567	0.023427700
400.00 EDUCATIONAL REV AUGMENTATION FD	0.047177034	4.7177%	0.004739650	0.000223602	Exempt	0.047177034
400.01 EDUCATIONAL AUG FD IMPOUND	0.130313593	13.0314%	0.004739650	0.000617640	Exempt	0.130313593
400.15 COUNTY SCHOOL SERVICES	0.001737420	0.1737%	0.004739650	0.000008234	Exempt	0.001737420
400.21 CHILDREN'S INSTIL TUITION FUND	0.003449712	0.3450%	0.004739650	0.000016350	Exempt	0.003449712
689.01 WESTSIDE UNION SCHOOL DISTRICT	0.078704402	7.8704%	0.004739650	0.000373031	Exempt	0.078704402
689.06 CO.SCH.SERV.FD.- WESTSIDE UNION	0.010166060	1.0166%	0.004739650	0.000048183	Exempt	0.010166060
689.07 DEV CTR HDCPD MINOR WESTSIDE UN	0.001058965	0.1059%	0.004739650	0.000005019	Exempt	0.001058965
717.02 ANTELOPE VALLEY UNION HIGH SCH.	0.120014790	12.0015%	0.004739650	0.000568828	Exempt	0.120014790
717.06 CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000441534	0.0442%	0.004739650	0.000002092	Exempt	0.000441534
717.07 ANTELOPE VY.UN.HI.-ELEM SCH FD.	0.058795868	5.8796%	0.004739650	0.000278671	Exempt	0.058795868
792.04 ANTELOPE VY.JT. COMMUNITY COLL.	0.033323280	3.3323%	0.004739650	0.000157940	Exempt	0.033323280
051.75 Waterworks Dist # 40 ACO FUND	0.000000000	0.0000%	0.004739650	0.000000000	0.000000000	0.002440060
Total	1.000000000	100.0000%		0.004739650	-0.002440060	1.000000000

(1) Current share as reflected in the Auditor's ATI distribution in AF 49. Must total 1.000000000.

(2) Must total 100%.

(3) Weighted average waterworks district share as verified by Auditor.

(4) Must total share reflected in Column (3). 3/3/16 - truncated by 9 places after the decimal per LACO Auditor-Controller.

(5) Reflects exemption for school entities and County general fund obligation for debt service and FFW.

(6) Final share distributions to be reflected in tax transfer resolution.

PROPERTY TAX TRANSFER RESOLUTION WORKSHEET

Annexation To: **Waterworks District # 40 ANTELOPE VALLEY**
 Account No. **047.04**
 TRA: **13594**
 Effective Date: **11/1/2023**
 Annexation Number: **40-156**

Waterworks District # 40, ACO FUND **0.005056667**
 Based on their 2022-23 Tax Sharing Ratios

Accnt No.	Taxing Agency	(1) Current Tax Share	(2) = (1) / Total Percent	(3) Proposed Dist Share	(4) = (2) * (3) Alloc of Dist Share	(5) Allocation Adjustments	(6) = (1) + (5) New Net Share
1.05	LOS ANGELES COUNTY GENERAL	0.219643254	21.9643%	0.005056667	0.001110670	-0.001144981	0.218498273
1.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000149565	0.0150%	0.005056667	0.000000756	0.000000000	0.000149565
7.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.182872485	18.2872%	0.005056667	0.000924725	-0.000924725	0.181947760
7.31	L A C FIRE-FFW	0.006635843	0.6636%	0.005056667	0.000033555	0.000000000	0.006635843
53.30	ANTELOPE VY CEMETERY DISTRICT	0.000351492	0.0351%	0.005056667	0.000001777	-0.000001777	0.000349715
61.05	ANTELOPE VLY MOSQ & VECTOR CONTR	0.002320373	0.2320%	0.005056667	0.000011733	-0.000011733	0.002308640
68.05	ANTELOPE VY RESOURCE CONSER DIST	0.001235019	0.1235%	0.005056667	0.000006245	-0.000006245	0.001228774
225.01	City-Palmdale TD #1/EIFD	0.066247854	6.6248%	0.005056667	0.000334993	-0.000334993	0.065912861
300.10	ANTELOPE VY.-EAST KERN WATER AGY	0.024967831	2.4968%	0.005056667	0.000126254	-0.000126254	0.024841577
400.00	EDUCATIONAL REV AUGMENTATION FD	0.057620814	5.7621%	0.005056667	0.000291369	Exempt	0.057620814
400.01	EDUCATIONAL AUG FD IMPOUND	0.128757217	12.8757%	0.005056667	0.000651082	Exempt	0.128757217
400.15	COUNTY SCHOOL SERVICES	0.001842012	0.1842%	0.005056667	0.000009314	Exempt	0.001842012
400.21	CHILDREN'S INSTIL TUITION FUND	0.003660409	0.3660%	0.005056667	0.000018509	Exempt	0.003660409
689.01	WESTSIDE UNION SCHOOL DISTRICT	0.065588224	6.5588%	0.005056667	0.000331657	Exempt	0.065588224
689.06	CO.SCH.SERV.FD.- WESTSIDE UNION	0.011642461	1.1642%	0.005056667	0.000058872	Exempt	0.011642461
689.07	DEV CTR HDCPD MINOR WESTSIDE UN	0.001102058	0.1102%	0.005056667	0.000005572	Exempt	0.001102058
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.127303499	12.7303%	0.005056667	0.000643731	Exempt	0.127303499
717.06	CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000464439	0.0464%	0.005056667	0.000002348	Exempt	0.000464439
717.07	ANTELOPE VY.UN.HI.-ELEM SCH FD.	0.062250561	6.2251%	0.005056667	0.000314780	Exempt	0.062250561
792.04	ANTELOPE VY.JT. COMMUNITY COLL.	0.035344590	3.5345%	0.005056667	0.000178725	Exempt	0.035344590
051.75	Waterworks Dist # 40 ACO FUND	0.000000000	0.0000%	0.005056667	0.000000000	0.000000000	0.002550708
Total		1.000000000	100.0000%		0.005056667	-0.002550708	1.000000000

(1) Current share as reflected in the Auditor's ATI distribution in AF 49. Must total 1.000000000.

(2) Must total 100%.

(3) Weighted average waterworks district share as verified by Auditor.

(4) Must total share reflected in Column (3). 3/3/16 - truncated by 9 places after the decimal per LACO Auditor-Controller.

(5) Reflects exemption for school entities and County general fund obligation for debt service and FFW.

(6) Final share distributions to be reflected in tax transfer resolution.

PROPERTY TAX TRANSFER RESOLUTION WORKSHEET

Annexation To: **Waterworks District # 40 ACO FUND**
 Account No. **051.75**
 TRA: **13594**
 Effective Date: **11/1/2023**
 Annexation Number: **40-156**

Waterworks District # 40, ACO FUND **0.004739650**
 Based on their 2022-23 Tax Sharing Ratios

Accnt No. Taxing Agency	(1) Current Tax Share	(2) = (1) / Total Percent	(3) Proposed Dist Share	(4) = (2) * (3) Alloc of Dist Share	(5) Allocation Adjustments	(6) = (1) + (5) New Net Share
1.05 LOS ANGELES COUNTY GENERAL	0.219643254	21.9643%	0.004739650	0.001041042	-0.001073201	0.218570053
1.20 L.A. COUNTY ACCUM CAP OUTLAY	0.000149565	0.0150%	0.004739650	0.000000708	0.000000000	0.000149565
7.30 CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.182872485	18.2872%	0.004739650	0.000866751	-0.000866751	0.182005734
7.31 L A C FIRE-FFW	0.006635843	0.6636%	0.004739650	0.000031451	0.000000000	0.006635843
53.30 ANTELOPE VY CEMETERY DISTRICT	0.000351492	0.0351%	0.004739650	0.000001665	-0.000001665	0.000349827
61.05 ANTELOPE VLY MOSQ & VECTOR CONTR	0.002320373	0.2320%	0.004739650	0.000010997	-0.000010997	0.002309376
68.05 ANTELOPE VY RESOURCE CONSER DIST	0.001235019	0.1235%	0.004739650	0.000005853	-0.000005853	0.001229166
225.01 City-Palmdale TD #1/EIFD	0.066247854	6.6248%	0.004739650	0.000313991	-0.000313991	0.065933863
300.10 ANTELOPE VY.-EAST KERN WATER AGY	0.024967831	2.4968%	0.004739650	0.000118338	-0.000118338	0.024849493
400.00 EDUCATIONAL REV AUGMENTATION FD	0.057620814	5.7621%	0.004739650	0.000273102	Exempt	0.057620814
400.01 EDUCATIONAL AUG FD IMPOUND	0.128757217	12.8757%	0.004739650	0.000610264	Exempt	0.128757217
400.15 COUNTY SCHOOL SERVICES	0.001842012	0.1842%	0.004739650	0.000008730	Exempt	0.001842012
400.21 CHILDREN'S INSTIL TUITION FUND	0.003660409	0.3660%	0.004739650	0.000017349	Exempt	0.003660409
689.01 WESTSIDE UNION SCHOOL DISTRICT	0.065588224	6.5588%	0.004739650	0.000310865	Exempt	0.065588224
689.06 CO.SCH.SERV.FD.- WESTSIDE UNION	0.011642461	1.1642%	0.004739650	0.000055181	Exempt	0.011642461
689.07 DEV CTR HDCPD MINOR WESTSIDE UN	0.001102058	0.1102%	0.004739650	0.000005223	Exempt	0.001102058
717.02 ANTELOPE VALLEY UNION HIGH SCH.	0.127303499	12.7303%	0.004739650	0.000603374	Exempt	0.127303499
717.06 CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000464439	0.0464%	0.004739650	0.000002201	Exempt	0.000464439
717.07 ANTELOPE VY.UN.HI.-ELEM SCH FD.	0.062250561	6.2251%	0.004739650	0.000295045	Exempt	0.062250561
792.04 ANTELOPE VY.JT. COMMUNITY COLL.	0.035344590	3.5345%	0.004739650	0.000167520	Exempt	0.035344590
051.75 Waterworks Dist # 40 ACO FUND	0.000000000	0.0000%	0.004739650	0.000000000	0.000000000	0.002390796
Total	1.000000000	100.0000%		0.004739650	-0.002390796	1.000000000

(1) Current share as reflected in the Auditor's ATI distribution in AF 49. Must total 1.000000000.

(2) Must total 100%.

(3) Weighted average waterworks district share as verified by Auditor.

(4) Must total share reflected in Column (3). 3/3/16 - truncated by 9 places after the decimal per LACO Auditor-Controller.

(5) Reflects exemption for school entities and County general fund obligation for debt service and FFW.

(6) Final share distributions to be reflected in tax transfer resolution.

PROPERTY TAX TRANSFER RESOLUTION WORKSHEET

Annexation To: **Waterworks District # 40 ANTELOPE VALLEY**
 Account No. **047.04**
 TRA: **13938**
 Effective Date: **11/1/2023**
 Annexation Number: **40-156**

Waterworks District # 40, ACO FUND **0.005056667**
 Based on their 2022-23 Tax Sharing Ratios

Accnt No.	Taxing Agency	(1) Current Tax Share	(2) = (1) / Total Percent	(3) Proposed Dist Share	(4) = (2) * (3) Alloc of Dist Share	(5) Allocation Adjustments	(6) = (1) + (5) New Net Share
1.05	LOS ANGELES COUNTY GENERAL	0.229535625	22.9536%	0.005056667	0.001160694	-0.001191970	0.228343655
1.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000140209	0.0140%	0.005056667	0.000000708	0.000000000	0.000140209
7.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.184016494	18.4016%	0.005056667	0.000930510	-0.000930510	0.183085984
7.31	L A C FIRE-FFW	0.006045089	0.6045%	0.005056667	0.000030568	0.000000000	0.006045089
53.30	ANTELOPE VY CEMETERY DISTRICT	0.000358747	0.0359%	0.005056667	0.000001814	-0.000001814	0.000356933
61.05	ANTELOPE VLY MOSQ & VECTOR CONTR	0.000000000	0.0000%	0.005056667	0.000000000	0.000000000	0.000000000
66.75	CO SANIT DIST NO 20 OPERATING	0.004612510	0.4613%	0.005056667	0.000023323	-0.000023323	0.004589187
68.05	ANTELOPE VY RESOURCE CONSER DIST	0.001150527	0.1151%	0.005056667	0.000005817	-0.000005817	0.001144710
225.01	City-Palmdale TD #1/EIFD	0.065653918	6.5654%	0.005056667	0.000331990	-0.000331990	0.065321928
300.10	ANTELOPE VY.-EAST KERN WATER AGY	0.023324838	2.3325%	0.005056667	0.000117945	-0.000117945	0.023206893
400.00	EDUCATIONAL REV AUGMENTATION FD	0.047177034	4.7177%	0.005056667	0.000238558	Exempt	0.047177034
400.01	EDUCATIONAL AUG FD IMPOUND	0.130313593	13.0314%	0.005056667	0.000658952	Exempt	0.130313593
400.15	COUNTY SCHOOL SERVICES	0.001738749	0.1739%	0.005056667	0.000008792	Exempt	0.001738749
400.21	CHILDREN'S INSTIL TUITION FUND	0.003450682	0.3451%	0.005056667	0.000017448	Exempt	0.003450682
689.01	WESTSIDE UNION SCHOOL DISTRICT	0.078698485	7.8698%	0.005056667	0.000397952	Exempt	0.078698485
689.06	CO.SCH.SERV.FD.- WESTSIDE UNION	0.010166841	1.0167%	0.005056667	0.000051410	Exempt	0.010166841
689.07	DEV CTR HDCPD MINOR WESTSIDE UN	0.001058194	0.1058%	0.005056667	0.000005350	Exempt	0.001058194
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.120003620	12.0004%	0.005056667	0.000606818	Exempt	0.120003620
717.06	CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000440914	0.0441%	0.005056667	0.000002229	Exempt	0.000440914
717.07	ANTELOPE VY.UN.HI.-ELEM SCH FD.	0.058792158	5.8792%	0.005056667	0.000297292	Exempt	0.058792158
792.04	ANTELOPE VY.JT. COMMUNITY COLL.	0.033321773	3.3322%	0.005056667	0.000168497	Exempt	0.033321773
051.75	Waterworks Dist # 40 ACO FUND	0.000000000	0.0000%	0.005056667	0.000000000	0.000000000	0.002603369
Total		1.000000000	100.0000%		0.005056667	-0.002603369	1.000000000

- (1) Current share as reflected in the Auditor's ATI distribution in AF 49. Must total 1.000000000.
 (2) Must total 100%.
 (3) Weighted average waterworks district share as verified by Auditor.
 (4) Must total share reflected in Column (3). 3/3/16 - truncated by 9 places after the decimal per LACO Auditor-Controller.
 (5) Reflects exemption for school entities and County general fund obligation for debt service and FFW.
 (6) Final share distributions to be reflected in tax transfer resolution.

PROPERTY TAX TRANSFER RESOLUTION WORKSHEET

Annexation To: **Waterworks District # 40 ACO FUND**
 Account No. **051.75**
 TRA: **13938**
 Effective Date: **11/1/2023**
 Annexation Number: **40-156**

Waterworks District # 40, ACO FUND **0.004739650**
 Based on their 2022-23 Tax Sharing Ratios

		(1)	(2) = (1) / Total	(3)	(4) = (2) * (3)	(5)	(6) = (1) + (5)
		Current		Proposed	Alloc of	Allocation	New
Accnt No. Taxing Agency		Tax Share	Percent	Dist Share	Dist Share	Adjustments	Net Share
1.05	LOS ANGELES COUNTY GENERAL	0.229535625	22.9536%	0.004739650	0.001087927	-0.001117242	0.228418383
1.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000140209	0.0140%	0.004739650	0.000000664	0.000000000	0.000140209
7.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.184016494	18.4016%	0.004739650	0.000872173	-0.000872173	0.183144321
7.31	L A C FIRE-FFW	0.006045089	0.6045%	0.004739650	0.000028651	0.000000000	0.006045089
53.30	ANTELOPE VY CEMETERY DISTRICT	0.000358747	0.0359%	0.004739650	0.000001700	-0.000001700	0.000357047
61.05	ANTELOPE VLY MOSQ & VECTOR CONTR	0.000000000	0.0000%	0.004739650	0.000000000	0.000000000	0.000000000
66.75	CO SANIT DIST NO 20 OPERATING	0.004612510	0.4613%	0.004739650	0.000021861	-0.000021861	0.004590649
68.05	ANTELOPE VY RESOURCE CONSER DIST	0.001150527	0.1151%	0.004739650	0.000005453	-0.000005453	0.001145074
225.01	City-Palmdale TD #1/EIFD	0.065653918	6.5654%	0.004739650	0.000311176	-0.000311176	0.065342742
300.10	ANTELOPE VY.-EAST KERN WATER AGY	0.023324838	2.3325%	0.004739650	0.000110551	-0.000110551	0.023214287
400.00	EDUCATIONAL REV AUGMENTATION FD	0.047177034	4.7177%	0.004739650	0.000223602	Exempt	0.047177034
400.01	EDUCATIONAL AUG FD IMPOUND	0.130313593	13.0314%	0.004739650	0.000617640	Exempt	0.130313593
400.15	COUNTY SCHOOL SERVICES	0.001738749	0.1739%	0.004739650	0.000008241	Exempt	0.001738749
400.21	CHILDREN'S INSTIL TUITION FUND	0.003450682	0.3451%	0.004739650	0.000016355	Exempt	0.003450682
689.01	WESTSIDE UNION SCHOOL DISTRICT	0.078698485	7.8698%	0.004739650	0.000373003	Exempt	0.078698485
689.06	CO.SCH.SERV.FD.- WESTSIDE UNION	0.010166841	1.0167%	0.004739650	0.000048187	Exempt	0.010166841
689.07	DEV CTR HDCPD MINOR WESTSIDE UN	0.001058194	0.1058%	0.004739650	0.000005015	Exempt	0.001058194
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.120003620	12.0004%	0.004739650	0.000568775	Exempt	0.120003620
717.06	CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000440914	0.0441%	0.004739650	0.000002089	Exempt	0.000440914
717.07	ANTELOPE VY.UN.HI.-ELEM SCH FD.	0.058792158	5.8792%	0.004739650	0.000278654	Exempt	0.058792158
792.04	ANTELOPE VY.JT. COMMUNITY COLL.	0.033321773	3.3322%	0.004739650	0.000157933	Exempt	0.033321773
051.75 Waterworks Dist # 40 ACO FUND		0.000000000	0.0000%	0.004739650	0.000000000	0.000000000	0.002440156
Total		1.000000000	100.0000%		0.004739650	-0.002440156	1.000000000

(1) Current share as reflected in the Auditor's ATI distribution in AF 49. Must total 1.000000000.

(2) Must total 100%.

(3) Weighted average waterworks district share as verified by Auditor.

(4) Must total share reflected in Column (3). 3/3/16 - truncated by 9 places after the decimal per LACO Auditor-Controller.

(5) Reflects exemption for school entities and County general fund obligation for debt service and FFW.

(6) Final share distributions to be reflected in tax transfer resolution.

PROPERTY TAX TRANSFER RESOLUTION WORKSHEET

Annexation To: **Waterworks District # 40 ANTELOPE VALLEY**
 Account No. **047.04**
 TRA: **17134**
 Effective Date: **11/1/2023**
 Annexation Number: **40-156**

Waterworks District # 40, ACO FUND **0.005056667**
 Based on their 2022-23 Tax Sharing Ratios

Accnt No.	Taxing Agency	(1) Current Tax Share	(2) = (1) / Total Percent	(3) Proposed Dist Share	(4) = (2) * (3) Alloc of Dist Share	(5) Allocation Adjustments	(6) = (1) + (5) New Net Share
1.05	LOS ANGELES COUNTY GENERAL	0.231668079	23.1668%	0.005056667	0.001171477	-0.001202753	0.230465326
1.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000140209	0.0140%	0.005056667	0.000000708	0.000000000	0.000140209
7.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185681198	18.5681%	0.005056667	0.000938927	-0.000938927	0.184742271
7.31	L A C FIRE-FFW	0.006045089	0.6045%	0.005056667	0.000030568	0.000000000	0.006045089
53.30	ANTELOPE VY CEMETERY DISTRICT	0.000358747	0.0359%	0.005056667	0.000001814	-0.000001814	0.000356933
61.05	ANTELOPE VLY MOSQ & VECTOR CONTR	0.000000000	0.0000%	0.005056667	0.000000000	0.000000000	0.000000000
68.05	ANTELOPE VY RESOURCE CONSER DIST	0.001160935	0.1161%	0.005056667	0.000005870	-0.000005870	0.001155065
225.01	City-Palmdale TD #1/EIFD	0.066247854	6.6248%	0.005056667	0.000334993	-0.000334993	0.065912861
300.10	ANTELOPE VY.-EAST KERN WATER AGY	0.023535846	2.3536%	0.005056667	0.000119012	-0.000119012	0.023416834
400.00	EDUCATIONAL REV AUGMENTATION FD	0.047177034	4.7177%	0.005056667	0.000238558	Exempt	0.047177034
400.01	EDUCATIONAL AUG FD IMPOUND	0.130313593	13.0314%	0.005056667	0.000658952	Exempt	0.130313593
400.15	COUNTY SCHOOL SERVICES	0.001738749	0.1739%	0.005056667	0.000008792	Exempt	0.001738749
400.21	CHILDREN'S INSTIL TUITION FUND	0.003450682	0.3451%	0.005056667	0.000017448	Exempt	0.003450682
689.01	WESTSIDE UNION SCHOOL DISTRICT	0.078698485	7.8698%	0.005056667	0.000397952	Exempt	0.078698485
689.06	CO.SCH.SERV.FD.- WESTSIDE UNION	0.010166841	1.0167%	0.005056667	0.000051410	Exempt	0.010166841
689.07	DEV CTR HDCPD MINOR WESTSIDE UN	0.001058194	0.1058%	0.005056667	0.000005350	Exempt	0.001058194
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.120003620	12.0004%	0.005056667	0.000606818	Exempt	0.120003620
717.06	CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000440914	0.0441%	0.005056667	0.000002229	Exempt	0.000440914
717.07	ANTELOPE VY.UN.HI.-ELEM SCH FD.	0.058792158	5.8792%	0.005056667	0.000297292	Exempt	0.058792158
792.04	ANTELOPE VY.JT. COMMUNITY COLL.	0.033321773	3.3322%	0.005056667	0.000168497	Exempt	0.033321773
051.75	Waterworks Dist # 40 ACO FUND	0.000000000	0.0000%	0.005056667	0.000000000	0.000000000	0.002603369
Total		1.000000000	100.0000%		0.005056667	-0.002603369	1.000000000

- (1) Current share as reflected in the Auditor's ATI distribution in AF 49. Must total 1.000000000.
 (2) Must total 100%.
 (3) Weighted average waterworks district share as verified by Auditor.
 (4) Must total share reflected in Column (3). 3/3/16 - truncated by 9 places after the decimal per LACO Auditor-Controller.
 (5) Reflects exemption for school entities and County general fund obligation for debt service and FFW.
 (6) Final share distributions to be reflected in tax transfer resolution.

PROPERTY TAX TRANSFER RESOLUTION WORKSHEET

Annexation To: **Waterworks District # 40 ACO FUND**
 Account No. **051.75**
 TRA: **17134**
 Effective Date: **11/1/2023**
 Annexation Number: **40-156**

Waterworks District # 40, ACO FUND **0.004739650**
 Based on their 2022-23 Tax Sharing Ratios

Accnt No. Taxing Agency	(1) Current Tax Share	(2) = (1) / Total Percent	(3) Proposed Dist Share	(4) = (2) * (3) Alloc of Dist Share	(5) Allocation Adjustments	(6) = (1) + (5) New Net Share
1.05 LOS ANGELES COUNTY GENERAL	0.231668079	23.1668%	0.004739650	0.001098034	-0.001127349	0.230540730
1.20 L.A. COUNTY ACCUM CAP OUTLAY	0.000140209	0.0140%	0.004739650	0.000000664	0.000000000	0.000140209
7.30 CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.185681198	18.5681%	0.004739650	0.000880063	-0.000880063	0.184801135
7.31 L A C FIRE-FFW	0.006045089	0.6045%	0.004739650	0.000028651	0.000000000	0.006045089
53.30 ANTELOPE VY CEMETERY DISTRICT	0.000358747	0.0359%	0.004739650	0.000001700	-0.000001700	0.000357047
61.05 ANTELOPE VLY MOSQ & VECTOR CONTR	0.000000000	0.0000%	0.004739650	0.000000000	0.000000000	0.000000000
68.05 ANTELOPE VY RESOURCE CONSER DIST	0.001160935	0.1161%	0.004739650	0.000005502	-0.000005502	0.001155433
225.01 City-Palmdale TD #1/EIFD	0.066247854	6.6248%	0.004739650	0.000313991	-0.000313991	0.065933863
300.10 ANTELOPE VY.-EAST KERN WATER AGY	0.023535846	2.3536%	0.004739650	0.000111551	-0.000111551	0.023424295
400.00 EDUCATIONAL REV AUGMENTATION FD	0.047177034	4.7177%	0.004739650	0.000223602	Exempt	0.047177034
400.01 EDUCATIONAL AUG FD IMPOUND	0.130313593	13.0314%	0.004739650	0.000617640	Exempt	0.130313593
400.15 COUNTY SCHOOL SERVICES	0.001738749	0.1739%	0.004739650	0.000008241	Exempt	0.001738749
400.21 CHILDREN'S INSTIL TUITION FUND	0.003450682	0.3451%	0.004739650	0.000016355	Exempt	0.003450682
689.01 WESTSIDE UNION SCHOOL DISTRICT	0.078698485	7.8698%	0.004739650	0.000373003	Exempt	0.078698485
689.06 CO.SCH.SERV.FD.- WESTSIDE UNION	0.010166841	1.0167%	0.004739650	0.000048187	Exempt	0.010166841
689.07 DEV CTR HDCPD MINOR WESTSIDE UN	0.001058194	0.1058%	0.004739650	0.000005015	Exempt	0.001058194
717.02 ANTELOPE VALLEY UNION HIGH SCH.	0.120003620	12.0004%	0.004739650	0.000568775	Exempt	0.120003620
717.06 CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000440914	0.0441%	0.004739650	0.000002089	Exempt	0.000440914
717.07 ANTELOPE VY.UN.HI.-ELEM SCH FD.	0.058792158	5.8792%	0.004739650	0.000278654	Exempt	0.058792158
792.04 ANTELOPE VY.JT. COMMUNITY COLL.	0.033321773	3.3322%	0.004739650	0.000157933	Exempt	0.033321773
051.75 Waterworks Dist # 40 ACO FUND	0.000000000	0.0000%	0.004739650	0.000000000	0.000000000	0.002440156
Total	1.000000000	100.0000%		0.004739650	-0.002440156	1.000000000

(1) Current share as reflected in the Auditor's ATI distribution in AF 49. Must total 1.000000000.

(2) Must total 100%.

(3) Weighted average waterworks district share as verified by Auditor.

(4) Must total share reflected in Column (3). 3/3/16 - truncated by 9 places after the decimal per LACO Auditor-Controller.

(5) Reflects exemption for school entities and County general fund obligation for debt service and FFW.

(6) Final share distributions to be reflected in tax transfer resolution.



City Council Staff Report

DATE: JANUARY 10, 2024
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: ECONOMIC AND COMMUNITY DEVELOPMENT
DISTRICT: ALL
SUBJECT: APPROVE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF PALMDALE AND THE COUNTY OF LOS ANGELES TO COLLABORATE ON WATER INFRASTRUCTURE PROJECTS LOCATED WITHIN WATERWORKS DISTRICT 40

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8677, a Memorandum of Understanding (MOU) by and between the City of Palmdale (CITY) and the County of Los Angeles (County); and,
2. Authorize the City Manager or their designee to execute the Agreement, including minimal and/or non-substantiative changes.

BACKGROUND

Los Angeles County Waterworks District 40 (LACWD) supplies water to approximately 215,000 people throughout the Antelope Valley, including a portion of the City of Palmdale. The City has been working closely with LACWD to identify necessary infrastructure projects needed to support residential, commercial and industrial developments throughout the city. There are approximately 12 million square feet of new industrial space and over 5,000 new single-family and multifamily residential units in the development pipeline. Without significant improvements to LACWD's existing water infrastructure network, new development projects that will create thousands of new permanent jobs and temporary construction jobs for the community will not be able to move forward.

DISCUSSION

The City will enter into an MOU with the County to support the construction of approximately \$23 million dollars worth of infrastructure improvement projects. Projects include the construction of water wells, pump stations, storage tanks, and water distribution lines. Without an approved MOU, LACWD will not issue new water Will-Serve letters to allow development to continue until after needed infrastructure projects are completed. The planning, design, and permitting for these projects are anticipated

to take several years to complete. This delay would be detrimental to several time-sensitive projects, including a new food assembly and distribution center scheduled to begin construction in a few weeks.

Under the MOU, water infrastructure improvements will be constructed by project applicants as new projects are approved, or as an alternative, an in-lieu fee will be collected to fund the improvements. Staff is also working with LACWD to create a development agreement and reimbursement agreements that will establish a more detailed project list, phasing plan, and mechanism for developers to potentially recover a share of the improvement costs as additional development comes on board.

FISCAL IMPACT

None.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Luis Garibay, Director of Economic and Community Development
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

**MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
DECEMBER 6, 2023**

1) CALL MEETING TO ORDER

Mayor Bettencourt called the meeting to order at 5:06 pm.

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

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

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

ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4) PRESENTATIONS

4.1) Los Angeles Internal Services Department and the Southern California Regional Energy Network (SoCalRen) presented an award to the City of Palmdale for "Extraordinary Emission Reduction for the Highest Energy Savings Achieved by a Public Agency".

4.2) Chair Jung declared December as Human Rights Month in the City of Palmdale and provided a verbal update on the City of Palmdale Human Rights Advisory Committee.

4.3) Presentation of the Film Palmdale Strategic Plan.

Deputy Director of Economic and Community Development Taggart spoke regarding the implementation of the strategic plan. Economic Development Manager Schuler gave a presentation and discussed the goals and objectives of the strategic plan.

Council discussion ensued regarding the use of municipal facilities, the creation of a Film Commission, fee structure, economic value, quality of life for citizens in the entertainment industry, and environmental benefits.

5) PUBLIC COMMENTS:

Mayor Bettencourt announced the Closed Session agendized for this evening had been cancelled.

The following individuals provided public input: Sandy Corrales thanked Mayor Bettencourt for her leadership as Mayor; Jason Zink commented regarding the protestors, film commission, and the housing track on Ave S and 65th East; Kevin Shenkman spoke regarding the capacity restrictions, changing demographics, and food distribution; Marsha Furman commented regarding the process for rotating the mayor; and Citizen (no name) commented regarding the distribution of city funds to help all citizens.

Mayor Bettencourt closed the Public Comments.

6) HOUSING AUTHORITY CONSENT CALENDAR

6.1) Approve the Housing Authority of the City of Palmdale's 2022-2023 Annual Report pursuant to California Health and Safety Code 34176.1 and direct staff to post the report on the City's website.

6.2) Approve the minutes from the previous meetings.

August 16, 2023

September 6, 2023

November 15, 2023

Motion: Approve all items listed under the Housing Authority Consent Calendar.

Moved by Eric Ohlsen, seconded by Christina Fraga-Saenz.

Vote: Motion carried (7-0)

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

Mayor Bettencourt adjourned the Housing Authority.

7) CONSENT CALENDAR

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

7.2) Receive and file the Monthly Investment Activity Report for October 2023.

7.3) Receive and file the Annual Activity Report for Development Agreement pertaining to the Oasis Wellness Village Project located at the southeast corner of Palmdale Boulevard and Tierra Subida Avenue.

7.4) Approve agreement with Ninth Patriot, LLC for the deferment of undergrounding of transmission mainlines for Site Plan Review No. 19-001.

Mayor Pro Tem Alarcón pulled this item for discussion.

Public Works Director Glidden presented the staff report and answered questions regarding the deferment and completion of the project.

Motion: Approve agreement with Ninth Patriot, LLC.
Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

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

- 7.5) Notice of Completion - Accept Public Improvements for Tract 61611 & 61981 located at the northeast corner of Avenue S and 65th Street East.
- 7.6) Approve Final Parcel Map No. 83805 (located at Trade Center Drive and Avenue P-4).
- 7.7) Approve Requisition No. 240592 with All-State Utility Supply, Inc. for the purchase of replacement streetlight poles and other related items in an amount not to exceed \$207,380 for FY 2023-24.
- 7.8) Adopt Resolution No. CC 2023-059, a Resolution of the City Council of the City of Palmdale approving the renaming of Avenue Q-6 to Hammack Avenue (Avenue Q-6) between Sierra Highway to 10th Street East.

Mayor Bettencourt pulled this item for discussion and noted that the Hammack family was in the audience.

Public Works Director Glidden provided a brief overview of the staff report.

The Hammack family was presented with a street sign.

Councilmember Loa provided the background on the passing of Deputy Hammack.

Motion: Adopt Resolution No. CC 2023-059, a Resolution of the City Council of the City of Palmdale approving the renaming of Avenue Q-6 to Hammack Avenue (Avenue Q-6).

Moved by Laura Bettencourt, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

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

- 7.9) Notice of Completion - Accept Public Improvements for Circle K at 3851 East Palmdale Blvd.

Mayor Pro Tem Alarcón pulled this item for discussion and spoke regarding staff's diligent research and verification that Caltrans will maintain the street improvements along Palmdale Boulevard.

Councilmember Loa recognized the O'Connor family.

Motion: Accept Notice of Completion for Public Improvements.
Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

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

7.10) Approve the minutes from the previous meetings.

CC - November 15, 2023

CC - November 16, 2023

Mayor Pro Tem Alarcón pulled this item for discussion and suggested adopting joint minutes once on the agenda.

Motion: Approve the minutes from the previous meetings.
Moved by Austin Bishop, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

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

Motion: Approve all items listed under the Consent Calendar except 7.4, 7.8, 7.9, and 7.10

Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

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

8) PUBLIC HEARING

8.1) Public Hearing to obtain community input for the Community Development Block Grant (CDBG) and HOME Investment Partnership Program (HOME) Grant for the development of the 2024-2025 Action Plan.

Management Analyst Bartlett provided a detailed overview on this item.

Councilmember Bishop, Councilmember Loa, and Mayor Bettencourt spoke regarding the benefits of CDBG funds.

Public Comments: Jason Zink spoke regarding rental assistance, basic cable, and free internet for seniors.

Mayor Bettencourt closed the Public Hearing.

Mayor Pro Tem Alarcón announced there will be a second public hearing on May 1, 2024.

Mayor Bettencourt closed the Public Hearing.

Motion: Approve the recommendations and findings as listed in the staff report.
Moved by Austin Bishop, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)

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

- 8.2) Introduction and Adoption of Ordinance No. 1627, an Ordinance of the City Council of the City of Palmdale approving Zoning Ordinance Amendment (ZOA) 23-0003 to amend Title 17 and finding that the amendment is consistent with Program Environmental Impact Report (PEIR) 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045).

Planning Manager Magana provided a detailed overview of the Zoning Ordinance Amendment.

City Attorney Curley read the title of Ordinance No. 1627.

A motion was made and carried unanimously to introduce Ordinance No. 1627.

Mayor Bettencourt called for Public Comments.

The following individuals provided public input in opposition to this item: Benjamin Fiss, Pacific Zoning LLC; Rick Norris; Mark McGaughey, CBRE; Robert Valencia; Yvette Emard; Navid Sharafatian; Jason Zink; and Mario Presents

Barry Munz, Antelope Valley Engineering commented in support and opposition of this item.

Angelica Maldonado spoke in support of this item.

Mayor Bettencourt closed the Public Hearing.

Director of Economic and Community Development Garibay provided an update to the Council on this item.

Mayor Pro Tem Alarcón asked how the comments brought by developers were assessed. Director Garibay provided a response.

Councilmember Loa spoke regarding the redline documents submitted by Mr. Valencia and asked what else would be impacted if the item was not adopted. Director Garibay responded that other potential uses will be impacted.

Discussion ensued regarding communicating with developers and the impacts of the changes requested.

Councilmember Bishop spoke regarding the distance and separation related to drive-thru restaurants and traffic issues. Mr. Bishop volunteered to work with the developers and staff on a committee and suggested that another Councilmember join. Councilmember Loa volunteered to be a part of the committee.

Councilmember Ohlsen spoke regarding communicating with developers and moving forward with the adoption of the current ordinance.

Mayor Bettencourt encouraged face-to-face communication with the developers.

Mayor Pro Tem Alarcón asked questions regarding the redline that was proposed by the business community. Director Garibay responded.

Motion: Adopt Ordinance No. 1627 and continue working with developers on outstanding items.

Moved by Eric Ohlsen, seconded by Austin Bishop.

Vote: Motion carried (5-0)

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

Mayor Bettencourt called for a recess 7:30 pm - 7:40 pm.

9) NON-AGENDA PUBLIC COMMENTS:

The following individuals spoke in support of SALVA receiving City funding for their community programs: Stephanie Mayol; Allan Morales; Marisela Adriana Gomez; Eduardo; Felix Menendez; Oscar Carrasco; Marcos Alvarez; Alejandro Rubio; Elmer Mayorga, Brenda Zaso, Dulce Zamora, and Scarlet Alvarez.

Mayor Bettencourt stated Council has never spoken regarding anyone's citizenship status.

Rich Gallego and Christine spoke regarding the Code of Conduct and SALVA.

Eugene Hernandez commented regarding the enforcement of abandoned shopping carts.

Jason Zink commented regarding change, Palmdale leadership, and food distribution.

Yul Gevargas commented regarding citizenship and naming of Desert Sands Park.

Roger Soderstedt requested that staff presentations include the cost to taxpayers.

Marsha Furman spoke regarding the rotational mayor and commended Mayor Bettencourt for her service to the citizens of Palmdale.

Mayor Bettencourt closed the public comments.

Councilmember Bishop spoke regarding the support he has personally provided to SALVA.

Councilmember Loa commented regarding the public accusations and the responsibilities of the Council to provide equality to all citizens.

Councilmember Ohlsen commented on the lack of communication, misunderstanding, and the Measure AV grant program.

Mayor Pro Tem Alarcón spoke regarding distributing food to the needy, funding for SALVA, and allocation of Measure AV funds. She thanked all of those who attended the meeting.

10) NEW BUSINESS

10.1) Rotation of Incumbents serving as Mayor and Mayor Pro Tem.

City Attorney Curley provided a brief overview of the process.

City Attorney announced Councilmember Bishop would be Mayor and Councilmember Loa would be as Mayor Pro Tem pursuant to the code.

11) PRESENTATION OF A PLAQUE TO MAYOR BETTENCOURT AND CEREMONIAL PASSING OF THE GAVEL

Mayor Bettencourt did the ceremonial passing of the gavel to Councilmember Bishop.

Councilmember Bishop presented Mayor Bettencourt with a plaque.

12) INFORMATIONAL REPORT FROM MAYOR AND / OR COUNCILMEMBERS ON THEIR VARIOUS COMMITTEE MEMBERSHIPS AND MEETINGS ATTENDED AT PUBLIC EXPENSE

12.1) Council Reports on Committee Memberships and Meetings Attended at Public Expense

All reports were submitted electronically.

13) CITY COUNCIL ANNOUNCEMENTS AND REQUESTS

None.

14) CITY MANAGER'S REPORT

City Manager Perez reported on the following: Food Vendor Training, Family Volunteer Day; Opening of Oasis Park playground; celebrated the Journey of Hula at the Playhouse; SAVES Thanksgiving basket distribution; Business Watch presentations; worked with the Partners Against Crime Team to hold public safety multi-family housing presentations; holiday safety presentations through social media; celebrated Jolly Holiday and the Holiday Lights event; announced the Palmdale School District winter parade Saturday, December 9 at 10 am; High Desert Corridor project was awarded a \$500,000 grant; Brightline received \$3.1 billion from President Biden; Department of Transportation awarded \$3.1 billion for the high-speed rail from San Francisco to Los Angeles; approved for 2,400 units of Narcan from the State; grand opening of Raising Cane's; and Luxury Perfume Outlet grand opening on December 15.

Councilmember Bishop thanked staff for all of their hard work.

15) PRESENTATION BY CITY ATTORNEY

Closed Session was not held.

15.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of Palmdale, et al.

Los Angeles County Superior Court

Case No. 22STCV18219

This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

15.2) CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2): 1 potential case

15.3) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

U-Haul v. City of Palmdale Case No. 22AVCV00439

This closed session is being held pursuant to the authority of California Government Code Section 54956.9.

15.4) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Guerra v. City of Palmdale

Case No. 23AVCV01005

This closed session is being held pursuant to the authority of California Government Code Section 54956.9.

16) ANNOUNCEMENT BY CITY ATTORNEY

None.

17) ADJOURN

Mayor Bettencourt adjourned the meeting at 9:40 pm to January 10, 2024, 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 10th day of January 2024.

Austin Bishop, Mayor

ATTEST:

Rochelle Scott, Acting City Clerk



City Council Staff Report

DATE: JANUARY 10, 2024
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: CITY MANAGER'S OFFICE
CITY CLERK DIVISION
DISTRICT: DISTRICT 5
SUBJECT: NOMINATION AND APPOINTMENT OF PLANNING
COMMISSIONERS - DISTRICT 5

RECOMMENDATION

Staff recommends that City Councilmember Alarcón nominate an applicant for appointment to Planning Commission District 5 and that the City Council vote to approve the nomination and appointment.

BACKGROUND

Staff was directed to open a recruitment for Planning Commissioners District 5 to fill the vacancy created by Christian Martinez's resignation. The recruitment advertisement ran in the AV Press, the AV Press online, on the Planning Commission webpage, and was posted on the City's social media platforms. The City Clerk's office received three (3) applications. Attached are the redacted copies of the three (3) applications received by the City Clerk's office.

DISTRICT 5 Councilmember Alarcón	
Erika Alverdi	
Christina Fraga-Saenz	
Ayeasha Jones	

Pursuant to Palmdale Municipal Code Section 2.46.030(B) (2), all such applications shall be provided to the City Council for review. The Councilmember for the corresponding district shall, at a regularly scheduled City Council meeting, nominate, from among such applicants, the person whom the City Councilmember desires to appoint to the Planning Commission. If the nomination by the Councilmember is approved by a majority vote of the City Council, the City Councilmember may then proceed to appoint the person to the Planning Commission.

If the nomination by the Councilmember is not approved by a majority vote of the City Council, the City Councilmember will nominate a different candidate until someone is approved by a majority vote of the City Council.

DISCUSSION

In the recruitment advertisement, the term listed was for the “remainder of a term to expire in June 2025.”

A Livescan fingerprint submission via the California Department of Justice is required to complete the appointment. In addition, the State of California requires a Statement of Economic Interest Form 700 to be filed within 30-days of the appointment.

FISCAL IMPACT

\$3,372.12; in advertising costs, budget in Account Number 10112001-722310. Commissioners also receive compensation of \$150 per meeting, a maximum of \$300 per month for the Chair, and \$100 per meeting, a maximum of \$200 per month for all other Commissioners budgeted in Account Number 10121001-702.

STRATEGIC PLAN

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

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

Prepared by:	Roxanne Faber, Acting City Clerk
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III City Attorney

ATTACHMENTS

Atch - Redacted Applications

From: noreply@civicplus.com
To: [Rochelle Scott](#); [Roxanne Faber](#)
Subject: Online Form Submittal: Planning Commission/Volunteer Application 2023
Date: Thursday, December 7, 2023 12:48:11 AM

CAUTION: This email originated from outside of the organization.

Planning Commission/Volunteer Application 2023

Planning Commission/Volunteer Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at 661/267-5151.

Planning Commission Information

Name	Erika Alverdi
------	---------------

Date	12/6/2023
------	-----------

Business Telephone	[REDACTED]
--------------------	------------

Home Telephone	Field not completed.
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Cell Phone	[REDACTED]
------------	------------

*Possession of a valid California driver's license and the ability to be insured with the City's insurance carrier is required.

Present Address	[REDACTED]
-----------------	------------

City	Palmdale
------	----------

State	CA
-------	----

Zip Code	93550
----------	-------

Permanent Address if different from present address	Field not completed.
---	----------------------

City	Field not completed.
State	Field not completed.
Zip Code	Field not completed.
Are you a current Planning Commissioner?	No
(Section Break)	
Personal Information	
Have you ever applied to or worked for the City before?	No
Do you have any relatives working for the City?	No
Do you own real property, personal property, financial holdings or receive income from any source which might present a potential conflict of interest or appearance of conflict of interest with your requested appointment?	No
Do you have a spouse who is currently an employee or appointee of the City of Palmdale? If so, what is the employee or appointee's name and position?	No
Have you ever been disciplined or cited for a breach of ethics or unprofessional conduct by a board, committee,	No

or other professional group?

Do you or any members of your immediate family own any interest in any enterprise which does or might do business with the City and/or the Planning Commission?

No

Do you or any members of your immediate family own any interest in any real property adjacent to or within the City of Palmdale?

No

Do you or any members of your immediate family have any interests or associations which might present a conflict of interest?

No

Do you or any members of your immediate family currently serve as an elected city or county official?

No

What is your vision for Palmdale?

My Vision for Palmdale is to see the people of my community thrive in every aspect; health, finance, and family. Their wellbeing and safety is important to me because if we are in harmony we are united. I would like to see Palmdale become a place where people come from all over the state and even nation to enjoy our beautiful landscapes and hospitality.

How do you feel you would add value to the Planning Commission? What unique characteristics, qualifications, perceptions, and

I am a visionary, civic-minded and a natural planner. Being a part of a planning commission would allow me to contribute to the future vision and direction for my community. I like to formulate plans that are most effective and execute them.

experiences would you bring to the Commission?

What additional information would you like us to know to better assess your suitability for the Planning Commission?

I have been a professional event planner and coordinator for over 12 years. I have great organizational skills and I work well with a team as well as individually.

What are your long term goals as a Planning Commission member?

As a Planning Commissioner I hope to formulate plans that are the most effective and balanced utilization of our city's resources.

In your opinion, what is the goal of the Planning Commission and what benefit does it provide to the City of Palmdale?

In my opinion, the main goal of this body of citizens is to serve within local government, acting as an advisory group to the city council on issues and policies related to planning, and community development. The benefit of this commission is that it can help ensure the growth and proper development of our city.

Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties.

I am the founder and president of a non profit organization established in 2009. My duties include overseeing the organization's movements in our community, fundraising, networking, mentoring, trainings, administration of volunteers, events, fundraisers, and participants' applications.

(Section Break)

Education, Training and Experience

High School

Name & Address

South Gate High School

Number of Years Completed

4

Did you Graduate?

Yes

Degree or Diploma

Diploma

GPA (i.e., A=4.0)

3.8

College / University

Name and Address	N/A
Number of Years Completed	<i>Field not completed.</i>
Did you Graduate?	<i>Field not completed.</i>
Degree or Diploma	<i>Field not completed.</i>
GPA (i.e., A=4.0)	<i>Field not completed.</i>
Vocational	
Name and Address	UCLA Extension Interior Design
Number of Years Completed	1
Did you Graduate?	No
Degree or Diploma	N/A
GPA (i.e., A=4.0)	N/A
Other	
Name and Address	N/A
Number of Years Completed	<i>Field not completed.</i>
Did you Graduate?	<i>Field not completed.</i>
Degree or Diploma	<i>Field not completed.</i>
GPA (i.e., A=4.0)	<i>Field not completed.</i>
Please list professional licenses and certificates pertinent to a position on the Planning Commission.	N/A
List all current organizations and societies of which you are a member.	The Vine Refuge Inc Palmdale Freedom Coalition Greater Works Cristian Church The Joseph Project AV Republican Assembly Sustainery Optimal Solutions

(Section Break)

Employment History

List below all present and past employment for the last ten (10) years starting with your most recent employer. Account for all periods of unemployment. You must complete this section even if attaching a resume.

Name of Employer	Sol Plaza Boutique Mall
Address	1140 Commerce Center Drive
City	Lancaster
State	CA
Zip Code	93534
Type of Business	Shopping Center
Telephone Number	6617294900
Your Supervisor's Name	Marshall Keyes
Your Position and Duties	Event Decorator & Mall Event Coordinator
Major Accomplishments	I have been able to establish a great banquet team with a good reputation.
Dates of Employment	
From	6/19/2020
To	<i>Field not completed.</i>
Reason for Leaving	I am currently employed part time there
Upon leaving, were you eligible for rehire?	<i>Field not completed.</i>

(Section Break)

Name of Employer	Westside Union School District
Address	41914 50th St West
City	Quartz Hill
State	CA

Zip Code	93536
Type of Business	School District
Telephone Number	6617220716
Your Supervisor's Name	<i>Field not completed.</i>
Your Position and Duties	Bilingual aide for special day classes, cross walk and translator
Major Accomplishments	I was able to build good relationships with the students as well as the staff and parents.
Dates of Employment	
From	8/7/2008
To	6/18/2012
Reason for Leaving	I needed to put my time in building my non profit.
Upon leaving, were you eligible for rehire?	Yes

(Section Break)

References

List below three persons not related to you who have knowledge of your civic activity within the last three years.

Name	Mary Sitterle
Address	
City	
State	
Zip	
Occupation	
Telephone Number	
Number of Years Acquainted	5

(Section Break)

Name	Gisell Tyler
------	--------------

Address	[REDACTED]
---------	------------

City	[REDACTED]
------	------------

State	[REDACTED]
-------	------------

Zip	[REDACTED]
-----	------------

Occupation	[REDACTED]
------------	------------

Telephone Number	[REDACTED]
------------------	------------

Number of Years Acquainted	6
-------------------------------	---

(Section Break)

Name	May Chiong Gonzalez
------	---------------------

Address	[REDACTED]
---------	------------

City	[REDACTED]
------	------------

State	[REDACTED]
-------	------------

Zip	[REDACTED]
-----	------------

Occupation	[REDACTED]
------------	------------

Telephone Number	[REDACTED]
------------------	------------

Number of Years Acquainted	15
-------------------------------	----

(Section Break)

Please read carefully, initial each paragraph and sign below

I hereby certify that the answers given by me on this application are true and correct to the best of my knowledge, and that I have not withheld any information that might adversely affect my chances for appointment. I understand that any misstatement or omission of fact on this application or any documents used to obtain an appointment may result in rejection of this application or immediate discharge if I am appointed, regardless of the time elapsed before discovery of the misstatement or omission. I further certify that I, the applicant, have personally

completed this application.

Initials

EA

I hereby authorize the City of Palmdale to investigate my references, prior employers, work record, education, and other matters related to my suitability for appointment and further, authorize the references I have listed, all prior employers, and all educational institutions attended, to disclose to the City of Palmdale any and all letters, reports, and other information related to my records, including, but not limited to, my performance reviews and evaluations, discipline, commendations, awards, and all other employment information, without giving me prior notice of such disclosure. By providing this page of the application to the references, prior employers, and educational institutions attended, I release them, to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities for providing the City of Palmdale with all information. I release the City of Palmdale, its agents, employees, and representatives, to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities that may result from any use or disclosure of such information by the City of Palmdale, or any of its agents, employees, and representatives.

Initials

EA

I further understand and agree that as a condition to being appointed to the Planning Commission, I will be required to agree to conduct myself in accordance with the City of Palmdale's personnel practices and policies as set forth in the Human Resources Rules, the Brown Act, the Public Records Act, and the Planning Commission Rules of Procedures, copies of which I will be provided and will review prior to accepting an appointment to the Planning Commission. To the fullest extent permitted by law, I expressly consent to, and I waive any rights of privacy I might otherwise have in connection with the City's Human Resources Rules in general and the above-described sections in particular.

Initials

EA

(Section Break)

Volunteer Information

Reasonable
Accommodations

No

Foreign Languages

Language	Spanish
----------	---------

You can	Speak , Read, Write
---------	---------------------

Language	<i>Field not completed.</i>
----------	-----------------------------

You can	<i>Field not completed.</i>
---------	-----------------------------

(Section Break)

In Case of Emergency Whom should we notify?

Name	
------	--

Relationship to Applicant	
------------------------------	--

Home phone	
------------	--

Work Phone	<i>Field not completed.</i>
------------	-----------------------------

Physician's Name	N/A
------------------	-----

Phone	<i>Field not completed.</i>
-------	-----------------------------

Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)	
--	--

(Section Break)

AUTHORIZATION AND RELEASE

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Authorization and Release set forth on this date

Date and Time	12/7/2023 12:46 AM
---------------	--------------------

Electronic Signature
Agreement

I agree.

Electronic Signature

Erika G. Alverdi

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Rochelle Scott](#); [Roxanne Faber](#)
Subject: Online Form Submittal: Planning Commission/Volunteer Application 2023
Date: Monday, December 4, 2023 7:39:42 PM

CAUTION: This email originated from outside of the organization.

Planning Commission/Volunteer Application 2023

Planning Commission/Volunteer Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at 661/267-5151.

Planning Commission Information

Name	Christina M Fraga-Saenz
------	-------------------------

Date	12/4/2023
------	-----------

Business Telephone	<i>Field not completed.</i>
--------------------	-----------------------------

Home Telephone	<i>Field not completed.</i>
----------------	-----------------------------

Cell Phone	
------------	-------------

*Possession of a valid California driver's license and the ability to be insured with the City's insurance carrier is required.

Present Address	
-----------------	-------------

City	Palmdale
------	----------

State	CA
-------	----

Zip Code	93550
----------	-------

Permanent Address if different from present address	<i>Field not completed.</i>
---	-----------------------------

City	Field not completed.
State	Field not completed.
Zip Code	Field not completed.
Are you a current Planning Commissioner?	No
(Section Break)	
Personal Information	
Have you ever applied to or worked for the City before?	Yes
When?	2019 to current
Do you have any relatives working for the City?	Field not completed.
Do you own real property, personal property, financial holdings or receive income from any source which might present a potential conflict of interest or appearance of conflict of interest with your requested appointment?	No
Do you have a spouse who is currently an employee or appointee of the City of Palmdale? If so, what is the employee or appointee's name and position?	No
Have you ever been disciplined or cited for a breach of ethics or	No

unprofessional conduct
by a board, committee,
or other professional
group?

Do you or any
members of your
immediate family own
any interest in any
enterprise which does
or might do business
with the City and/or the
Planning Commission?

No

Do you or any
members of your
immediate family own
any interest in any real
property adjacent to or
within the City of
Palmdale?

No

Do you or any
members of your
immediate family have
any interests or
associations which
might present a conflict
of interest?

No

Do you or any
members of your
immediate family
currently serve as an
elected city or county
official?

No

What is your vision for
Palmdale?

Where families, students and businesses can flourish by no longer having residents commuting down below for gainful employment

How do you feel you
would add value to the
Planning Commission?
What unique
characteristics,
qualifications,
perceptions, and
experiences would you

As a Former Planning Commissioner 2020-2023, I was involved in the draft and passing of the General plan update. Personally I have experience in all stages of single family housing from planning to construction of single family homes.

bring to the
Commission?

What additional
information would you
like us to know to
better assess your
suitability for the
Planning Commission?

As a resident of Palmdale of 25 years I have always been about our City of Palmdale community first, from volunteering at community events and giving back throughout the Antelope Valley.

What are your long
term goals as a
Planning Commission
member?

To bring economic growth and development that fits our city and residents needs and wants while implementing the General Plan

In your opinion, what is
the goal of the
Planning Commission
and what benefit does
it provide to the City of
Palmdale?

To implement the General Plan and Zoning Ordinances and to give a full review of all projects and applications on an individual basis. The Planning Commission provides the applicants and our residents an open forum of each agenda item before the Commission.

Have you had previous
public service
experience on a
commission or public
body? If so, indicate
the public agency, title
of position, and duties.

LA County Board of Education- Palmdale School District Head Start Representative 2001, City of Palmdale Planning Commission 2020-2023, City of Palmdale Public Art Commissioner 2021-2023, City of Palmdale Housing Authority Commissioner 2019-current

(Section Break)

Education, Training and Experience

High School

Name & Address

Sylmar High 13050 Borden Ave, Sylmar, CA 91342

Number of Years
Completed

3

Did you Graduate?

Yes

Degree or Diploma

diploma

GPA (i.e., A=4.0)

3.5

College / University

Name and Address

California State University of Northridge 18111 Nordhoff St.

Northridge, CA, 91330

Number of Years
Completed

1

Did you Graduate?

No

Degree or Diploma

Field not completed.

GPA (i.e., A=4.0)

3.0

Vocational

Name and Address

American Institute of Graphic Arts and Printing 9825 Painter,
Whittier, CA90605

Number of Years
Completed

1

Did you Graduate?

Yes

Degree or Diploma

Graphic Artist

GPA (i.e., A=4.0)

4.0

Other

Name and Address

Field not completed.

Number of Years
Completed

Field not completed.

Did you Graduate?

Field not completed.

Degree or Diploma

Field not completed.

GPA (i.e., A=4.0)

Field not completed.

Please list professional
licenses and
certificates pertinent to
a position on the
Planning Commission.

Field not completed.

List all current
organizations and
societies of which you
are a member.

Association of Sister Cities of Palmdale- Secretary
Palmdale Women's Club-Parliamentarian

(Section Break)

Employment History

List below all present and past employment for the last ten (10) years starting with your most recent employer. Account for all periods of unemployment. You must complete this section even if attaching a resume.

Name of Employer	Disabled since 2001
Address	Field not completed.
City	Field not completed.
State	Field not completed.
Zip Code	Field not completed.
Type of Business	Field not completed.
Telephone Number	Field not completed.
Your Supervisor's Name	Field not completed.
Your Position and Duties	Field not completed.
Major Accomplishments	Field not completed.
Dates of Employment	
From	Field not completed.
To	Field not completed.
Reason for Leaving	Field not completed.
Upon leaving, were you eligible for rehire?	Field not completed.
(Section Break)	
Name of Employer	Field not completed.
Address	Field not completed.
City	Field not completed.
State	Field not completed.

Zip Code	Field not completed.
Type of Business	Field not completed.
Telephone Number	Field not completed.
Your Supervisor's Name	Field not completed.
Your Position and Duties	Field not completed.
Major Accomplishments	Field not completed.
Dates of Employment	
From	Field not completed.
To	Field not completed.
Reason for Leaving	Field not completed.
Upon leaving, were you eligible for rehire?	Field not completed.

(Section Break)

References

List below three persons not related to you who have knowledge of your civic activity within the last three years.

Name	Linda Lee London
Address	
City	
State	
Zip	
Occupation	
Telephone Number	
Number of Years Acquainted	23

(Section Break)

Name	Rebecca James
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip	[REDACTED]
Occupation	[REDACTED]
Telephone Number	[REDACTED]
Number of Years Acquainted	15

(Section Break)

Name	April Arrellano
Address	[REDACTED]
City	[REDACTED]
State	[REDACTED]
Zip	[REDACTED]
Occupation	[REDACTED]
Telephone Number	[REDACTED]
Number of Years Acquainted	49

(Section Break)

Please read carefully, initial each paragraph and sign below

I hereby certify that the answers given by me on this application are true and correct to the best of my knowledge, and that I have not withheld any information that might adversely affect my chances for appointment. I understand that any misstatement or omission of fact on this application or any documents used to obtain an appointment may result in rejection of this application or immediate discharge if I am appointed, regardless of the time elapsed before discovery of the misstatement or omission. I further certify that I, the applicant, have personally

completed this application.

Initials

CMFS

I hereby authorize the City of Palmdale to investigate my references, prior employers, work record, education, and other matters related to my suitability for appointment and further, authorize the references I have listed, all prior employers, and all educational institutions attended, to disclose to the City of Palmdale any and all letters, reports, and other information related to my records, including, but not limited to, my performance reviews and evaluations, discipline, commendations, awards, and all other employment information, without giving me prior notice of such disclosure. By providing this page of the application to the references, prior employers, and educational institutions attended, I release them, to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities for providing the City of Palmdale with all information. I release the City of Palmdale, its agents, employees, and representatives, to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities that may result from any use or disclosure of such information by the City of Palmdale, or any of its agents, employees, and representatives.

Initials

CMFS

I further understand and agree that as a condition to being appointed to the Planning Commission, I will be required to agree to conduct myself in accordance with the City of Palmdale's personnel practices and policies as set forth in the Human Resources Rules, the Brown Act, the Public Records Act, and the Planning Commission Rules of Procedures, copies of which I will be provided and will review prior to accepting an appointment to the Planning Commission. To the fullest extent permitted by law, I expressly consent to, and I waive any rights of privacy I might otherwise have in connection with the City's Human Resources Rules in general and the above-described sections in particular.

Initials

CMFS

(Section Break)

Volunteer Information

Reasonable
Accommodations

No

Foreign Languages

Language	Field not completed.
----------	----------------------

You can	Field not completed.
---------	----------------------

Language	Field not completed.
----------	----------------------

You can	Field not completed.
---------	----------------------

(Section Break)

In Case of Emergency Whom should we notify?

Name	
------	--

Relationship to Applicant	
------------------------------	--

Home phone	
------------	--

Work Phone	
------------	--

Physician's Name	
------------------	--

Phone	
-------	--

Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)	Field not completed.
--	----------------------

(Section Break)

AUTHORIZATION AND RELEASE

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Authorization and Release set forth on this date
--

Date and Time	12/4/2023 7:45 PM
---------------	-------------------

Electronic Signature
Agreement

I agree.

Electronic Signature

Christina M. Fraga-Saenz

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Rochelle Scott](#); [Roxanne Faber](#)
Subject: Online Form Submittal: Planning Commission/Volunteer Application 2023
Date: Thursday, October 26, 2023 5:55:40 PM

CAUTION: This email originated from outside of the organization.

Planning Commission/Volunteer Application 2023

Planning Commission/Volunteer Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at 661/267-5151.

Planning Commission Information

Name	Ayeasha Jones
------	---------------

Date	10/26/2023
------	------------

Business Telephone	[REDACTED]
--------------------	------------

Home Telephone	[REDACTED]
----------------	------------

Cell Phone	[REDACTED]
------------	------------

*Possession of a valid California driver's license and the ability to be insured with the City's insurance carrier is required.

Present Address	[REDACTED]
-----------------	------------

City	Palmdale
------	----------

State	CA
-------	----

Zip Code	93550-8511
----------	------------

Permanent Address if different from present address	[REDACTED]
---	------------

City	Palmdale
State	CA
Zip Code	93550
Are you a current Planning Commissioner?	No
(Section Break)	
Personal Information	
Have you ever applied to or worked for the City before?	Yes
When?	Several times over the year. Do not recall dates and times.
Do you have any relatives working for the City?	No
Do you own real property, personal property, financial holdings or receive income from any source which might present a potential conflict of interest or appearance of conflict of interest with your requested appointment?	No
Do you have a spouse who is currently an employee or appointee of the City of Palmdale? If so, what is the employee or appointee's name and position?	No
Have you ever been disciplined or cited for a breach of ethics or	No

unprofessional conduct
by a board, committee,
or other professional
group?

Do you or any
members of your
immediate family own
any interest in any
enterprise which does
or might do business
with the City and/or the
Planning Commission?

No

Do you or any
members of your
immediate family own
any interest in any real
property adjacent to or
within the City of
Palmdale?

Yes

Please explain

My home is in Palmdale and I am the owner.

Do you or any
members of your
immediate family have
any interests or
associations which
might present a conflict
of interest?

No

Do you or any
members of your
immediate family
currently serve as an
elected city or county
official?

No

What is your vision for
Palmdale?

To continue grow, creating more job opportunities. I would love to see a homeless solution for Palmdale residence and would love to assist and/or be on the committee for that.

How do you feel you
would add value to the
Planning Commission?
What unique
characteristics,
qualifications,

I am a Palmdale/ Antelope Valley Native and proud to say I am born and still living here for over 46 years. I have an extensive history working in Human Services; working in Probation, The Prison, and several non-profits ranging from rehab, group home, homelessness, wraparound, DV, Section 8 and more. I have a great networking and rssource advantage. I alao have a passion

perceptions, and experiences would you bring to the Commission?	for homeless and have started planning for a non-profit in the near future. Bachelors in Human Services, Associates in Admin of Justice. Am PC 832 certified, Advance Code Enforcement Certified, and Housing Inspections certified.
What additional information would you like us to know to better assess your suitability for the Planning Commission?	That I am known in the community and am called upon for services, resources, and help for others. I also am a part of the entertainment industry, & community groups of interest.
What are your long term goals as a Planning Commission member?	To network within the city of which I am born and to eventually do more for the city in a more influential position or career.
In your opinion, what is the goal of the Planning Commission and what benefit does it provide to the City of Palmdale?	The goal of a Planning Commission is too assist with the direction of growth and development of the town; both long and short-term. It is a proactive process to establish goals and policies to manage use and development of the land
Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties.	No. I do not have previous public service on a commission or public body, but I have been active and known in the community and have been apart of city and community events in Lancaster. Would like to be a bigger part of where I love to help make a difference.

(Section Break)

Education, Training and Experience

High School

Name & Address	Highland High School
Number of Years Completed	4
Did you Graduate?	Yes
Degree or Diploma	Human Services
GPA (i.e., A=4.0)	3.7

College / University

Name and Address	The University of Phoenix
Number of Years Completed	3
Did you Graduate?	Yes
Degree or Diploma	Administration of Justice
GPA (i.e., A=4.0)	3.5
Vocational	
Name and Address	Antelope Valley College
Number of Years Completed	2
Did you Graduate?	Yes
Degree or Diploma	Ayeasha Jones
GPA (i.e., A=4.0)	<i>Field not completed.</i>
Other	
Name and Address	38053 Bee Ct
Number of Years Completed	<i>Field not completed.</i>
Did you Graduate?	<i>Field not completed.</i>
Degree or Diploma	Ayeasha Jones
GPA (i.e, A=4.0)	<i>Field not completed.</i>
Please list professional licenses and certificates pertinent to a position on the Planning Commission.	<i>Field not completed.</i>
List all current organizations and societies of which you are a member.	AV African American Leaders Group In process of being in the Board for a Native Indian Non-Profit.
(Section Break)	

Employment History

List below all present and past employment for the last ten (10) years starting with your most recent employer. Account for all periods of unemployment. You must complete this section even if attaching a resume.

Name of Employer	Pacific Clinics
Address	38053 Bee Ct
City	Palmdale
State	CA
Zip Code	93550-8511
Type of Business	Enhanced Care Management to MediCal clients
Telephone Number	(626) 348-4933
Your Supervisor's Name	Oralia Vizcarra
Your Position and Duties	Program Supervisor Supervise System Navigators. ▪ Liaison between team, agency, & community partners. ▪ Ensure Quality assurance & monitors satisfaction with health plan members. ▪ Collaborate with clinical staff to provide effective crisis and risk prevention & management. ▪ Provide direct service to Medi-Cal health plan members. ▪ Case management. ▪ Treatment & goal plans. Support & oversee program. ▪ Ensure Compliance of policy & procedure. ▪ Hire, coach, train, mentor, supervise, observe, discipline, terminate staff.
Major Accomplishments	Ayeasha Jones
Dates of Employment	
From	7/17/2023
To	10/26/2023
Reason for Leaving	Still present.
Upon leaving, were you	Yes

eligible for rehire?

(Section Break)

Name of Employer	Los Angeles County Development Authority (LACDA)
Address	2323 E Palmdale Blvd
City	Palmdale
State	CA
Zip Code	93550
Type of Business	Housing development (Section 8)
Telephone Number	626-586-1858
Your Supervisor's Name	Cyndi Lopez
Your Position and Duties	Housing Advisor Interview new/continuing participants & owners to explain rental assistance program policies, & regulations. Keep up with Rental Rates in housing market. ▪ Provide housing location services. ▪ Facilitate meetings with landlords & participants in effort to increase housing stock and assist individuals with securing a rental unit. ▪ Maintain participant records, heavy customer service by telephone, email, & in-person. ▪ HQS (Housing Quality Standards) certified with NAM MCKAY.
Major Accomplishments	Becoming Bam McKay certified
Dates of Employment	
From	8/16/2021
To	12/16/2022
Reason for Leaving	Resigned for new employment
Upon leaving, were you eligible for rehire?	Yes

(Section Break)

References

List below three persons not related to you who have knowledge of your civic

activity within the last three years.

Name	Julia Suddeth
Address	
City	
State	
Zip	
Occupation	
Telephone Number	
Number of Years Acquainted	5
(Section Break)	
Name	Cynthia Becerra
Address	
City	
State	
Zip	
Occupation	
Telephone Number	
Number of Years Acquainted	7
(Section Break)	
Name	Angela Hearn
Address	
City	
State	
Zip	

Occupation

[REDACTED]

Telephone Number

[REDACTED]

Number of Years
Acquainted

46

(Section Break)

Please read carefully, initial each paragraph and sign below

I hereby certify that the answers given by me on this application are true and correct to the best of my knowledge, and that I have not withheld any information that might adversely affect my chances for appointment. I understand that any misstatement or omission of fact on this application or any documents used to obtain an appointment may result in rejection of this application or immediate discharge if I am appointed, regardless of the time elapsed before discovery of the misstatement or omission. I further certify that I, the applicant, have personally completed this application.

Initials

AJ

I hereby authorize the City of Palmdale to investigate my references, prior employers, work record, education, and other matters related to my suitability for appointment and further, authorize the references I have listed, all prior employers, and all educational institutions attended, to disclose to the City of Palmdale any and all letters, reports, and other information related to my records, including, but not limited to, my performance reviews and evaluations, discipline, commendations, awards, and all other employment information, without giving me prior notice of such disclosure. By providing this page of the application to the references, prior employers, and educational institutions attended, I release them, to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities for providing the City of Palmdale with all information. I release the City of Palmdale, its agents, employees, and representatives, to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities that may result from any use or disclosure of such information by the City of Palmdale, or any of its agents, employees, and representatives.

Initials

AJ

I further understand and agree that as a condition to being appointed to the

Planning Commission, I will be required to agree to conduct myself in accordance with the City of Palmdale's personnel practices and policies as set forth in the Human Resources Rules, the Brown Act, the Public Records Act, and the Planning Commission Rules of Procedures, copies of which I will be provided and will review prior to accepting an appointment to the Planning Commission. To the fullest extent permitted by law, I expressly consent to, and I waive any rights of privacy I might otherwise have in connection with the City's Human Resources Rules in general and the above-described sections in particular.

Initials

AJ

(Section Break)

Volunteer Information

Reasonable
Accommodations

No

Foreign Languages

Language

N/A

You can

Field not completed.

Language

Ayeasha Jones

You can

Field not completed.

(Section Break)

In Case of Emergency
Whom should we notify?

Name

[REDACTED]

Relationship to
Applicant

[REDACTED]

Home phone

[REDACTED]

Work Phone

[REDACTED]

Physician's Name

[REDACTED]

Phone

[REDACTED]

Do you have any

None known

medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)

(Section Break)

AUTHORIZATION AND RELEASE

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Authorization and Release set forth on this date

Date and Time	10/26/2023 5:52 PM
---------------	--------------------

Electronic Signature Agreement	I agree.
--------------------------------	----------

Electronic Signature	Ayeasha E. Jones
----------------------	------------------

Email not displaying correctly? [View it in your browser.](#)



City Council Staff Report

DATE: JANUARY 10, 2024
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: CITY MANAGER DEPARTMENT
CITY CLERK DIVISION
DISTRICT: ALL
SUBJECT: APPROVE REAPPOINTMENT OF PUBLIC MEMBER TO THE
PALMDALE RECYCLED WATER AUTHORITY

RECOMMENDATION

Staff recommends that the City Council approve the reappointment of the following individual as Director and Fifth Public Member to the Palmdale Recycled Water Authority, for a term to expire January 2025.

1. Zakeya Anson

BACKGROUND

The Palmdale Recycled Water Authority ("PRWA") was formed by a Joint Exercise of Powers ("Agreement") between the City of Palmdale and the Palmdale Water District ("PWD"). The purpose of the PRWA is to study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources.

DISCUSSION

In January 2023, Ms. Zakeya Anson was reappointed by the City Council as the Fifth Public Member of the PRWA. Ms. Anson has expressed a desire to continue to serve as Director of the Palmdale Recycled Water Authority. The Palmdale Water District ("PWD") Board of Directors will also be seeking reappointment for Ms. Anson at their January meeting.

Pursuant to Article 4 Organization; Board of Directors, the governing body of the Authority shall be the Board, which shall consist of five Directors. The governing body of each Member shall appoint and designate in writing two Directors who shall be authorized to act for and on behalf of the Member on matters within the powers of the Authority. The person appointed and designated as Director shall be a member of the Member's governing body. The fifth Director shall be appointed jointly by both Member Agencies.

FISCAL IMPACT

There is no fiscal impact associated with this item.

STRATEGIC PLAN

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

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

Prepared by:

Roxanne Faber, Acting City Clerk

Approved by:

Ronda Perez, City Manager

Approved as to form:

William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-4113 Joint Exercise of Powers Agreement with Palmdale Water District

**JOINT EXERCISE OF POWERS AGREEMENT CREATING THE
PALMDALE RECYCLED WATER AUTHORITY**

This Agreement is made this 26th day of Sept., 2012, by and between the City of Palmdale, a California Charter City ("City") and Palmdale Water District, an Irrigation District under Division 11 of the California Water Code ("PWD").

RECITALS

WHEREAS, the Joint Exercise of Powers Act, codified at California Government Code sections 6500 *et seq.*, authorizes public agencies by agreement to exercise jointly any power common to the contracting parties;

WHEREAS, the City and PWD are each "public agencies" as that term is defined in California Government Code section 6500;

WHEREAS, the City and PWD have each determined that it is in the public interest to create the Palmdale Recycled Water Authority, an entity separate from the City and PWD to, among other things, jointly study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources created by the Los Angeles County Sanitation District Nos. 14 and 20 for any and all reasonable and beneficial uses, including irrigation and recharge, and to finance the acquisition and construction or installation of recycled water facilities, recharge facilities and irrigation systems;

WHEREAS, the City and PWD have entered into a Settlement Agreement dated September 6, 2012, that calls for the creation of the Authority. Under the Settlement Agreement, the City and PWD agreed to use their best efforts to accomplish a reallocation of the recycled water supply produced by County Sanitation Districts Nos. 14 and 20 such that the effluent generated within the City of Palmdale that is tributary to the Palmdale Treatment Plant (Sanitation District No. 20) and to the Lancaster Treatment Plant (Sanitation District No. 14), less that previously allocated for environmental projects by both Sanitation Districts Nos. 14 and 20 and 4,000 acre-feet for the Palmdale Power Plant, is available to the Authority for purchase.

NOW, therefore, in consideration of the mutual promises, covenants and conditions hereinafter contained, the members and each of them do hereby agree as follows:

Article 1 Definitions

1.1 Definitions. As used herein, the following terms have the meaning ascribed thereto, unless the context requires otherwise.

"Act" means the Joint Exercise of Powers Act, codified at California Government Code sections 6500 *et seq.*

"Agreement" means this Joint Powers Agreement.

“Authority” means the Palmdale Recycled Water Authority.

“Authority Document(s)” means document(s) duly adopted by the Board by resolution or motion implementing the powers, functions and activities of the Authority, including but not limited to the Operating Rules and Regulations, the annual budget, and plans and policies.

“Board” means the Board of Directors, which is the governing body of the Authority.

“Bonds” means bonds, notes, commercial paper, floating rate, and variable maturity securities, and any other evidences of indebtedness and also includes certificates of participation, lease-purchase agreements or loan agreements.

“Sanitation Districts” means the Los Angeles County Sanitation Districts Nos. 14 and 20.

“Director” means a member of the Board of Directors.

“Effective Date” means the date on which this Agreement shall become effective and the Authority shall exist as a separate public agency.

“Members” means the City and PWD.

“Operating Rules and Regulations” means the rules, regulations, policies, bylaws and procedures governing the operation of the Authority.

“Public Agency” means those public entities set forth in Section 6500 of the Act.

“Public Capital Improvements” mean one or more projects specified in Section 6546 of the Act.

“Waterworks” means the Los Angeles County Waterworks District No. 40.

“Working Capital” means money to be used by, or on behalf of, a Member for any purpose for which a Member may borrow money pursuant to California Government Code Section 53852.

Article 2 Formation and Purpose

- 2.1 Effective Date and Term. This Agreement shall become effective and the Authority will come into existence as a separate public agency on the date this Agreement is executed by the City and PWD. The Authority will continue to exist and this Agreement will remain in effect, until this Agreement is terminated pursuant to Article 8.
- 2.2 Formation. There is formed as of the Effective Date a public agency named the “Palmdale Recycled Water Authority.” Pursuant to Sections 6506 and 6507 of the Act, the Authority is an independent public agency separate from the Members. Unless otherwise agreed by the Members, the debts, liabilities, and obligations of the Authority are not debts, liabilities or obligations of the Members.

- 2.3 Purpose. The purpose of the Agreement is to establish an independent public agency in order to study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources created by the Sanitation Districts for any and all reasonable and beneficial uses, including irrigation and recharge, and to finance the acquisition and construction or installation of recycled water facilities, recharge facilities and irrigation systems.
- 2.4 Boundary. The boundary of the Authority shall be the jurisdictional boundary of PWD, and shall encompass that portion of the City within the jurisdictional boundary of PWD.

Article 3 Powers

- 3.1 General Powers. The Authority shall have the powers common to the Members and such additional powers set forth in the Act and other statutes applicable to the Authority, and is hereby authorized to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purposes, including, but not limited to each of the following:
- a. Distributing recycled water for reasonable and beneficial uses, including irrigation and recharge;
 - b. Charging fees for recycled water;
 - c. Making and entering into contracts;
 - d. Employing employees, agents, consultants, legal counsel and other experts;
 - e. Conducting studies, including but not limited to environmental studies;
 - f. Promoting or advertising the services provided by the Authority;
 - g. Promoting legislation helpful to the goals of the Authority;
 - h. Applying for, receiving and complying with requirements for state or federal grants;
 - i. Acquiring, owning, holding title to, constructing, managing, maintaining, operating, disposing of or donating real or personal property or other assets;
 - j. Incurring debts, liabilities or obligations and issuing Bonds;
 - k. Adopting, levying, collecting and/or administering assessments to the extent allowed by law, or assisting the Members to do so;
 - l. Suing and being sued in its own name, including initiating or otherwise participating in proceedings to validate its actions;

- m. Applying for and executing appropriate grants or contracts of financial assistance.
- n. Applying for, negotiating and obtaining commercial loans as allowed by law;
- o. Administering the funds of the Members for the purposes set out here subject to rules adopted by the Authority for such administration;
- p. Coordinating programs provided by the Members to carry out the goals of the Authority;
- q. Adopting budgets;
- r. Adopting rules, regulations, policies, bylaws and procedures governing the operation of the Authority;
- s. Accepting donations;
- t. Carrying out and enforcing all provisions of this Agreement and any related agreements.
- u. Imposing impact or development fees, including, but not limited to, fees under the Mitigation Fee Act (Government Code sections 66000 *et seq.*)

Article 4 Organization

- 4.1 Board of Directors. The governing body of the Authority shall be the Board, which shall consist of five Directors. The governing body of each Member shall appoint and designate in writing two Directors who shall be authorized to act for and on behalf of the Member on matters within the powers of the Authority. The person appointed and designated as Director shall be a member of the Member's governing body. The fifth Director shall be appointed jointly by both Members.
- 4.2 Powers of the Board. The Board shall conduct or authorize to be conducted all business and activities of the Authority consistent with this Agreement, the Authority Documents, the Operating Rules and Regulations, and applicable law.
- 4.3 Operating Rules and Regulations. The Board may adopt from time to time such Operating Rules and Regulations, including but not limited to policies, procedures, bylaws, rules or regulations, for the conduct of its affairs as deemed necessary by the Board.
- 4.4 Term of Office. Each Director who is a member of the Member's governing body shall serve on the Board for renewable one year terms and shall cease to serve on the Board if such Director ceases to be an elected official of the Member. Vacancies on the Board shall be filled in the same manner as the original appointment. Notwithstanding anything in this Section to the contrary, each Director shall serve at the pleasure of the

Member that the Director is representing and such Member may remove and replace the Director at any time.

- 4.5 Meetings of the Authority. Meetings of the Authority shall be governed by the Ralph M. Brown Act (Govt. Code Section 54950 *et seq*, the "Brown Act"). At its organizational meeting, the Authority shall adopt provide for its regular meetings at dates, times and places set out by resolution. That Resolution shall be provided to all Members. The Board shall hold at least one regular meeting during each fiscal year. Pursuant to the Brown Act, the Secretary of the Authority shall cause minutes to be prepared for all regular and special meetings (but not any closed sessions) and copies of such minutes shall be provided to the Directors as soon as possible.
- 4.6 Conflict of Interest Code. The Authority shall adopt a conflict of interest code.
- 4.7 Quorum. A majority of the Directors shall constitute a quorum.
- 4.8 Voting. Except as otherwise provided by law or in section 4.9 below, any action taken by the Authority shall require the affirmative vote of a majority of the quorum present and voting on the item. A Director who has announced a conflict of interest is not considered a part of the quorum. An abstention for other than conflict reasons shall be considered a no vote. Notwithstanding anything in this paragraph to the contrary, less than a quorum may adjourn from time to time in accordance with law.
- 4.9 Special Voting Situations. The following Board actions require the affirmative vote of at least one Director from the City and one from the PWD:
 - a. Agreements to provide recycled water to any person or entity other than the City or PWD.
 - b. Capital expenditures exceeding \$100,000.
 - c. Adoption or modification of any combined recycled water master plan.
 - d. Settlement of lawsuits over \$10,000.
 - e. Adoption of its initial and all annual operating budgets.
 - f. Setting recycled water rates.
 - g. Disposition of assets and funds upon termination, pursuant to section 5.8(d).
- 4.10 Chair and Vice Chair. The Board shall elect from among themselves a Chair and Vice Chair. The Chair shall be the presiding officer of all Board meetings and shall represent the Authority and execute any contracts and other documents when required by the Operating Rules and Regulations. The Vice Chair shall serve in the absence of the Chair. The term of office of the Chair and Vice Chair shall continue for one year, but there shall be no limit on the number of terms held by either the Chair or Vice Chair.

The office of either the Chair or Vice Chair shall be declared vacant and a new election shall be made if the person serving dies, resigns, or the Member that the person represents removes the person as its representative on the Board.

- 4.11 Director Compensation. Compensation for work performed by Directors on behalf of the Authority shall be borne by the Member that appointed the Director. The Board, however, may adopt by resolution a policy relating to the reimbursement of expenses incurred by Directors. Members may provide for compensation and/or reimbursement of expenses to the fifth director, as allowed by law.
- 4.12 Secretary. The Board shall appoint a Secretary, who need not be a member of the Board, who shall be responsible for keeping the minutes and other records of the Authority and shall perform such other duties as specified by the Board.
- 4.13 Treasurer and Auditor. The Authority shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom needs to be a member of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may hold both the office of Treasurer and Auditor.

A qualified person shall be (i) the treasurer or chief financial officer of one of the Members; (ii) a certified public accountant; or (iii) such other consultant, officer or employee of the Authority or an administrative services provider as the Authority deems qualified to act as Treasurer or Auditor, respectively. The Treasurer shall act as the depository of the Authority and have custody of all the money of the Authority, from whatever source, and as such, shall have all of the duties and responsibilities specified in Section 6505.5 of the Act.

The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The Board may transfer the responsibilities of Treasurer to any person or entity as the law may provide at the time.

- 4.14 Staff. The Authority may appoint, by contract or otherwise, an Executive Director and other staff as necessary. The Executive Director shall have all powers delegated to the Executive Director by the Authority. In addition the Executive Director shall have the power to appoint and remove all employees of the Authority, except for the Auditor, Treasurer and those providing expert services, such as legal counsel, financing consultants, accountants, engineers, architects and other advisors, who shall be appointed by the Board.
- 4.15 Bonding Persons Having Access to Property. The Members hereby designate the Executive Director and Treasurer, and designee or designees of each of them, as the persons who shall have charge of, handle, or have access to any property of the Authority. Such persons shall file an official bond in an amount to be fixed by the Board.

- 4.16 Provision of Administrative Services Provider. The Board may approve the use of staff of the Members for purposes of planning, implementing, operating and administering any of the programs approved by the Board.
- 4.17 Committees. The Authority may appoint *ad hoc* and standing committees to carry out the business of the Board, as deemed necessary and in the manner determined by the Board.
- 4.18 Technical Advisory Committee. The Board may elect to form a Technical Advisory Committee that will provide assistance and advice to the Board and exercise any powers delegated to it by the Board. The Technical Advisory Committee shall be comprised of three representatives appointed by each Member. The Member's governing body may appoint its representatives to the Technical Advisory Committee, and one alternate representative, in the manner determined to be appropriate by the Member. Such representative or alternate may be any person resident within the jurisdictional boundaries of the Member, or a person possessing knowledge and interests in California water policy.
- The Technical Advisory Committee will be subject to the Operating Rules and Regulations established by the Board.
- 4.19 Authority Documents. The Members acknowledge and agree that the affairs of the Authority will be implemented through various documents duly adopted by the Board through Board resolution, including but not necessarily limited to the Operating Rules and Regulations, the annual budget, and specified plans and policies defined as the Authority Documents by this Agreement. The Members agree to abide by and comply with the terms and conditions of all such Authority Documents that may be adopted by the Board.
- 4.20 Authority Legal Counsel. The Board may retain and appoint legal counsel for the Authority.

Article 5 Financial Provisions

- 5.1 Fiscal Year. The Authority's fiscal year shall begin January 1 and shall include the period from then through December 31st. The first year of operation of the Authority shall be a partial year of operation.
- 5.2 Member Contributions. Except as otherwise prohibited, any Member may make contributions of money or assets to the Authority; make or advance payments of public funds to defray the cost of Authority operation; and contribute personnel, equipment or property instead of or in addition to other contributions or advances. Such contributions shall be paid to and disbursed by the Authority as set out in separate agreements between the Authority and the Member and approved by the Board and the governing body of the Member.

It is hereby acknowledged that the City, at the time of Authority's formation, has contributed the recycled water infrastructure installed to date known as Phase I which provides recycled water to McAdam Park, Palmdale, CA.

5.3 Member Loans. By official action of a Member's governing body, any Member may loan or advance funds to the Authority to meet the Authority's necessary budgeted expenses. Such loans shall bear interest until repaid at a rate agreed upon by the Member and the Authority. All such loans shall be repaid with interest from legally available funds of the Authority. It is anticipated that such funding may continue for an extended period of time. Nothing in this Agreement shall be deemed to obligate or require any of the Members to loan money, advance funds or provide property, assets, staffing or in lieu services to the Authority.

5.4 Depository.

- a. All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with funds of any Member or any other person or entity.
- b. All funds of the Authority shall be strictly and separately accounted for, and regular reports shall be rendered of all receipts and disbursements, at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members at all reasonable times. The Board shall contract with a certified public accountant or public accountant to make an annual audit of the accounts and records of the Authority, which shall be conducted in accordance with the requirements of Section 6505 of the Act.
- c. All expenditures shall be made in accordance with the approved budget and upon the approval of any officer so authorized by the Board in accordance with its Operating Rules and Regulations. The Treasurer shall draw checks or warrants or make payments by other means for claims or disbursements not within an applicable budget only upon the prior approval of the Board.

5.5 Budget. The Board shall adopt an annual budget for the Authority's activities within ninety (90) days of the effective date of this Agreement and by January 1 of each succeeding year. The Board may revise the budget from time to time as may be necessary to address changed circumstances, contingencies and unexpected expenses.

Public funds may not be disbursed by the Authority without adoption of the approved budget and all receipts and disbursements shall be in strict accordance with the approved budget. The budget shall identify the programs of the Authority and allocate funds by the program. The budget and accounting system shall account for direct and overhead costs by program. The Board shall allocate these costs for each program with the adoption of the annual budget.

5.6 Debts and Liabilities. As permitted under Section 6508.1 of the Act, no debt, liability, or obligation of the Authority shall constitute a debt, liability, or obligation of any Member and each Member's obligation hereunder is expressly limited only to the appropriation

and contribution of such funds as may be levied pursuant to this Agreement or as the Members hereto may agree.

- 5.7 Credit. Notwithstanding the preceding section, the Members agree to pledge their credit as necessary or appropriate to obtain financing for the Authority.
- 5.8 Disposition of Authority Property, Funds and Other Assets Upon Termination.
- a. In the event of termination of the Authority where there is a successor public entity which will carry on the activities of the Authority and assume its obligations, Authority property, funds, and other assets, including any interest earned in deposits, remaining upon termination of the Authority and after payment of all obligations, shall be transferred to the successor public entity.
 - b. If there is no successor public entity which would carry on any of the activities of the Authority or assume any of its obligations, Authority property, funds, and other assets,, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall first be used to return any unreimbursed contribution of each Member, and the remainder shall be divided equally between the Members.
 - c. If there is a successor public agency which would undertake some of the functions of the Authority and assume some of its obligations, Authority property, funds, and other assets, including any interest earned on deposits, remaining upon termination of the Authority and after payment of all obligations, shall be allocated by the Board between the successor public entity and Members.
 - d. In the event the Authority is terminated and remaining funds must be allocated under the circumstances falling with (b) or (c) above, all decisions of the Board with regard to determination of amounts to be transferred to Members or any successor shall be final.

Article 6 Operations

- 6.1 Recycled Water Contract. Within 65 days after the execution of this Agreement, the City shall assign to the Authority its existing contract with Los Angeles County Sanitation Districts Nos. 14 and 20 to purchase up to 2,000 acre-feet of recycled water, dated July 1, 2009. This shall not be considered to be a Member contribution under section 5.2.
- 6.2 Master Plan. The Authority shall adopt a master plan for recycled water combining the City's and PWD's existing master plans, following environmental review.
- 6.3 Price of Recycled Water. The price of recycled water sold to the City or PWD shall be set to cover the purchase price of the recycled water, operation and maintenance costs of the Authority, and financing costs.

- 6.4 Impact Fee. The Authority shall adopt an impact fee in order to pay capital costs, including reimbursement to the City of the cost of the recycled water infrastructure installed to date known as Phase I, which provides recycled water to McAdam Park.

Article 7 Amendments

- 7.1 Amendments. This Agreement may be amended only upon the affirmative vote of both Members.

Article 8 Termination

- 8.1 Termination. This Agreement may be terminated by the mutual agreement of both Members at any time, or by one Member after the tenth anniversary of the execution of this Agreement; provided, however, that prior to any termination by one Member, the Members agree to engage in the dispute resolution procedure under section 9.10, and such termination shall not be effective until six months after the completion of that procedure. Upon termination, payment of the obligations and division of the property of the Authority shall be conducted pursuant to this Agreement.

Article 9 Miscellaneous Provisions

- 9.1 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by Government Code Section 995 *et seq.* Nothing in this section shall be construed to limit the defenses available under the law, to the Members, the Authority, or its Directors, officers, or employees.
- 9.2 Indemnification of Members. The Authority shall acquire such insurance coverage as is necessary to protect the interests of the Authority, the Members and the public. The Authority shall defend, indemnify and hold harmless the Members and each of their respective Board or Council members, officers, agents and employees, from any and all claims, losses, damages, costs, injuries and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.
- 9.3 Severability. If one or more clauses, sentences, paragraphs, or provisions of this Agreement or its application to any person or circumstances shall be held invalid, unlawful or unenforceable, the remainder of this Agreement and the application of the provision to other persons or circumstances shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid and enforced to the maximum extent possible.

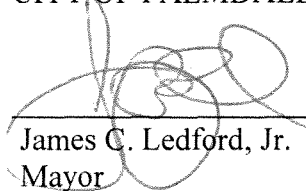
- 9.4 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the advance written consent of all of the other Members, and any attempt to assign or delegate such rights or duties in contravention of this Section is null and void. This Agreement inures to the benefit of, and be binding upon, the successors and assigns of the Members.
- 9.5 No Rights In Third Parties. All of the terms, conditions, rights and duties provided for in this Agreement are, and will always be, solely for the benefit of the Members. It is the intent of the Members that no third party shall ever be the intended beneficiary of any performance, duty or right created or required pursuant to the terms and conditions of this Agreement.
- 9.6 Agreement Complete. The foregoing constitutes the full and complete Agreement of the Members. There are no oral understandings or agreements not set forth in writing herein.
- 9.7 Further Assurances. Each Member agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, to effectuate the purposes and intent of this Agreement.
- 9.8 Execution by Counterparts. This Agreement may be executed in any number of counterparts, and upon execution by all Members, each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more signature pages.
- 9.9 Members to be Served Notice. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Member, as the case may be, or such other person designated in writing by the Authority or Member. Notices given to one Member shall be copied to all other Members. Notices given to the Authority shall be copied to all Members.
- 9.10 Dispute Resolution. Representatives of the Members shall meet and use their best efforts to settle any dispute, claim, question or disagreement ("a Dispute") arising from or relating to this Agreement or to the interpretation of this Agreement. To that end, representatives of the Parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If the Parties do not reach such a solution within a period of thirty (30) days after the first meeting regarding a Dispute, then the Parties shall convene a meeting of the Board within sixty (60) days after the first meeting of the Party

representatives regarding a Dispute and attempt to settle the Dispute before the Board meeting. If the Parties do not settle the Dispute within five (5) calendar days after the Board meeting, the Parties shall submit to mediation of the Dispute to be held within thirty (30) days of the request for mediation. If mediation is not successful, any Party may pursue any and all legal and equitable remedies that may be available. Any Party with a Dispute over the amount of money to be paid to the Authority or a Party shall first pay the disputed amount to the Authority or other Party under protest before commencing dispute resolution under this section.

9.11 Governing Law. This Agreement is to be governed by and construed according to the laws of California.

IN WITNESS WHEREOF, the Members hereto have caused this Agreement to be executed by their proper officers thereunder duly authorized and effective as of the date of execution of all Members hereto.

CITY OF PALMDALE


James C. Ledford, Jr.
Mayor

PALMDALE WATER DISTRICT


Gordon Dexter
President

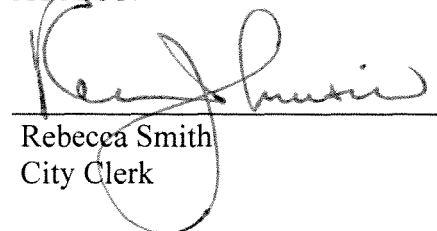
APPROVED AS TO FORM:


Wm. Matthew Ditzhazy
City Attorney

APPROVED AS TO FORM:


Thomas L. Bunt III

ATTEST:


Rebecca Smith
City Clerk



City Council Staff Report

DATE: JANUARY 10, 2024
TO: HONORABLE MAYOR AND CITY COUNCIL
FROM: OFFICE OF THE CITY MANAGER
CITY CLERK DIVISION
DISTRICT ALL
SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING CITY
COUNCIL APPOINTMENTS

RECOMMENDATION

Provide direction.

BACKGROUND

Historically, the City Council reviews its committee appointments on an annual basis. The Council may nominate and then approve the appointment of a council member and any alternates with a majority vote. Council members serve at the pleasure of the City Council regarding these appointments. If any member of the City Council can no longer serve on a committee, a request for removal is required. If there is an alternate, the alternate may serve until a new appointment is made.

DISCUSSION

This item is brought forth to determine if the City Council desires to make changes to existing committee assignments.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT

Health and Safety Code Section 41310 states, "The Antelope Valley District shall be governed by a district board consisting of seven members as follows: (a) Two members of the City Council of the City of Lancaster appointed by the city council. (b) Two members of the City Council of the City of Palmdale appointed by the city council. (c) Two persons appointed by the member of the Board of Supervisors of the County of Los Angeles who represents a majority of the population of the Antelope Valley district, one of whom may be that supervisor. (d) A public member who shall be appointed by the members appointed pursuant to subdivisions (a) to (c), inclusive."

Meetings are held on the 3rd Tuesday of each month at 10:00 a.m. at the Lancaster District office located at 43301 Division Street, Suite 206, Lancaster, CA.

Delegate: Councilmember Alarcón
Delegate: Mayor Bishop
Alternate: Councilmember Bettencourt

ANTELOPE VALLEY TRANSIT AUTHORITY

The Antelope Valley Transit Authority is governed by a Joint Powers Agreement between the cities of Lancaster, Palmdale, and Los Angeles County. The Antelope Valley Transit Authority (AVTA) was established in 1992 after Antelope Valley residents expressed a strong desire for public transportation in the high desert. AVTA's total service area covers 1,200 square miles and is bounded by the Kern County line to the north, the San Bernardino County line to the east, the Angeles National Forest to the south, and Interstate 5 to the West. The fixed route service area consists of approximately 100 square miles.

Meetings are held on the 4th Tuesday of each month at 10:00 a.m. at the AVTA office located at 42210 6th Street West, Lancaster, CA.

Delegate: Mayor Pro Tem Loa
Delegate: Councilmember Ohlsen
Alternate: Councilmember Bettencourt
Alternate: Citizen Kathryn Mac Laren
(Appointed by a majority vote of the Council pursuant to PMC §2.08.030 pursuant to PMC §2.08.030)

CALIFORNIA CONTRACT CITIES ASSOCIATION (CCCA)

The general purpose of the CCCA is to serve as a rallying point for cities contracting for municipal services to ensure constituents receive the best service at the minimum cost. Through municipal seminars, education, exchange of ideas, and information, the association combines resources to influence policy decisions affecting member cities. Meetings are held on an as-needed basis at various city locations.

Delegate: Councilmember Alarcón
Alternate: Councilmember Ohlsen

CITY OF PALMDALE AUDIT COMMITTEE

The purpose of the City of Palmdale Audit Committee is to close the gap between the auditor of the City's financial statements and the City Council to facilitate communication between the City Council, auditors, and City management staff. The goal of the Audit Committee is to maintain the public's confidence in the City's finance functions, enhance

the accessibility of the City's financial matters to our citizens, and promote the financial transparency of the City.

Pursuant to the By-Laws of the Audit Committee, the committee shall consist of five members comprised of 1) two members from the Council, 2) the City Manager; 3) The Finance Manager, and 5) One member of the public. Members of the Committee shall not receive compensation nor be eligible for reimbursement. Meetings are held in the spring and fall of each year, at a time to be determined, in the Council Chamber, 38300 Sierra Highway, Suite B, Palmdale, CA.

Delegate: Councilmember Bettencourt

Delegate: Mayor Bishop

Alternate: Mayor Pro Tem Loa

Public Member: Christine Geary

(Appointed by a majority vote of the Council pursuant to PMC
§2.08.030 - Term expires July 2023)

CITY OF PALMDALE INVESTMENT OVERSIGHT COMMITTEE

Pursuant to the Investment Policy of the City, an Investment Oversight Committee was created. The Investment Oversight Committee consists of the City Manager, City Treasurer, City Attorney, one rotating Councilmember, and the Mayor. Members of the committee serve without compensation and shall meet at least quarterly to determine general strategies and to monitor results.

Meetings are held on an as-needed basis in the City of Palmdale's Finance Department.

Member: **Mayor Bishop as of 1/1/2024** (Must be Mayor pursuant to City's Investment Policy)

Member: Councilmember Ohlsen

(Rotating Councilmember pursuant to City's Investment Policy)

EIFD PUBLIC FINANCE COMMITTEE

Under Enhanced Infrastructure Financing District (EIFD) law, the Palmdale EIFD Public Financing Authority is the governing board of the Palmdale EIFD. Initially and pursuant to EIFD law, the Palmdale EIFD Public Financing Authority (PFA) membership shall include two City Councilmembers and one public member. All members of the Board serve at the pleasure of the City Council, and any member may be removed, with or without cause, by a majority vote of the City Council. Public members serve a two-year term.

The EIFD PFA membership is comprised of two members of the City Council, a public member selected by the Council, one member of the County, and a member of the public selected by the County. Members shall serve at the pleasure of their respective appointing legislative bodies.

Meetings are held on as needed in the Council Chamber, 38300 Sierra Highway, Suite B, Palmdale, CA.

Authority Member: Mayor Bishop
Authority Member: Mayor Pro Tem Loa
Authority Public Member: Laura Gordon (term expires June 2025)

HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY

The purpose of the High Desert Corridor Joint Powers Authority is to enhance the quality of life for our communities by developing and maintaining public infrastructure and providing a variety of municipal services that complement our natural resources and environment.

Pursuant to the Joint Exercise of Powers Agreement, one member shall be the Fifth District Supervisor of Los Angeles County, and the alternate member shall be appointed by the Los Angeles County Fifth District Supervisor.

Meetings are held on an as-needed basis, and the location rotates between the Los Angeles and San Bernardino counties. Occasionally, meetings are held in Palmdale and Victorville. The City's appointments are to be ratified by the Board.

Director: Councilmember Ohlsen
Alternate: Mayor Pro Tem Loa

LEAGUE OF CALIFORNIA CITIES – Desert Mountain Division

The League's policy-making process allows the issues facing California cities to be debated and the organization's policy directions to be established. Member cities generally appoint a Councilmember as a Delegate and an Alternate.

Meetings are held quarterly on the last Friday of the month at 10:00 a.m. at various city locations.

Delegate: Councilmember Alarcón
Alternate: Mayor Bishop
2nd Alternate: Mayor Pro Tem Loa

LOS ANGELES COUNTY SANITATION DISTRICT

The Sanitation Districts are a public agency created under state law to manage wastewater and solid waste on a regional scale and consist of 24 independent special districts serving about 5.6 million people in Los Angeles County. The service area covers approximately 850 square miles and encompasses 78 cities and unincorporated territory within the county.

Health and Safety Code Section 4730 states, "The presiding officer of the governing body of each city, the whole or part of which is included in the sanitation district, is a member of the board." The Mayor is the presiding officer of the Palmdale City Council. California Health and Safety Code Section 4730 states that other than the presiding officer, an alternate director may act in the place of the presiding officer. LA County Sanitation District has stated that a temporary alternate delegate may be appointed for the alternate delegate.

Meetings are held at 1:30 p.m. on the 4th Wednesday of each month in the Sanitation District Offices located at 1955 Workman Mill Road in Whittier or at a venue in the Antelope Valley.

Delegate for
Districts No. 14 and No. 20: **Mayor Bishop as of 1/1/2024**
(Must be the Mayor pursuant to H&S Code §4730)

2nd Delegate for
District No. 20: Mayor Pro Tem Loa

Alternate Delegate
for District No. 14 & 20 Councilmember Alarcón

NORTH LOS ANGELES COUNTY TRANSPORTATION COALITION

The purpose of the North Los Angeles County Transportation Coalition was assembled in 1995 as a method of coordinating information and providing a forum for discussion on regional issues of mutual interest and concern amongst the cities of Lancaster, Palmdale, Santa Clarita, and the unincorporated areas of the North Los Angeles County.

North Los Angeles County Transportation Coalition Joint Powers Authority states, "The Cities of Lancaster, Palmdale, and Santa Clarita shall have three representatives each: A City Council Member, a representative appointed by the City Council from a business or community organization, and a representative at large appointed by the City Council."

The Coalition meets as needed in meeting locations that rotate between the Cities of Palmdale, Lancaster, and Santa Clarita.

Delegate: Mayor Bishop
Alternate: Councilmember Ohlsen
Business Representative: Councilmember Alarcón
Representative at Large: Mayor Pro Tem Loa

PALMDALE RECYCLED WATER AUTHORITY (PRWA)

The Palmdale Recycled Water Authority (PRWA) was established in 2012 through a Joint Exercise of Powers Agreement between the City of Palmdale and the Palmdale Water District (PWD) to jointly study, promote, develop, distribute, construct, install, finance, use and manage recycled water resources created by the Los Angeles County Sanitation District Nos. 14 and 20 for any and all reasonable and beneficial uses, including irrigation and recharge, and to finance the acquisition and construction or installation of recycled water facilities, recharge facilities, and irrigation systems.

The First Amendment to the Joint Exercise of Powers Agreement provides for a five-member Authority Board wherein each of the two Members appoint two members from their respective governing boards to serve on the Authority Board and jointly appoint the "Fifth Director". The City and the Palmdale Water District appoint the Fifth Director (Public Member Director) and The Palmdale Recycled Water Authority Board of Directors ratifies the appointment. Pursuant to the PRWA, an alternate may be appointed.

Meetings are held on the 3rd Monday of the month at 6:00 p.m. in the Palmdale City Hall Council Chambers located at 38300 Sierra Highway, Suite "B", Palmdale.

Director:	Councilmember Alarcón
Director:	Mayor Bishop
Alternate:	Councilmember Bettencourt
Public Member:	Zakeya Anson – Current term ending 1/31/2024. (Per JPA, appointed by the City and Palmdale Water District jointly and ratified by the PRWA Board)

SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) GENERAL ASSEMBLY

The SCAG General Assembly approves the bylaws, ratifies election of officers, and SCAG's budget. The General Assembly Delegate Representative has the opportunity to propose any policy matter for determination by the General Assembly in the form of a proposed Resolution or revisions to the SCAG Bylaws. All proposed resolutions and/or bylaw revisions will be reviewed by SCAG's Bylaws and Resolutions Committee and the Regional Council before being considered at the General Assembly business meeting.

Delegate: Councilmember Alarcón
Alternate: Mayor Bishop

UNITED STATES/MEXICO SISTER CITIES ASSOCIATION

The U.S./Mexico Sister City Program was initiated by President Eisenhower in 1956. This program works to develop one-on-one community relations with cities in other countries

so that people could cross national boundaries and get to know each other personally and form mutual respect and understanding of other cultures. City officials and the Palmdale Sister City Committee members exchange visits to each city to foster the Sister City Program relationship.

The Council may appoint as many representatives as desired.

Palmdale Sister City Committee meetings are held on the 2nd and 4th Wednesday of each month at 6:00 p.m. in the Larry Chimbole Cultural Center.

Delegate: Councilmember Alarcón
Delegate: Mayor Pro Tem Loa
Alternate: Councilmember Bettencourt
Alternate: Mayor Bishop
Alternate: Councilmember Ohlsen

CALIFORNIA STATE PRISON – LOS ANGELES COUNTY, CITIZENS ADVISORY COMMITTEE

The primary objective of the Citizen's Advisory Committee is to promote communication between the institution and the community, which includes building good will and support, allaying community fears, and increasing public awareness and support by receiving and sharing information about the prison and the Department's policies, regulations, and programs.

Meetings are held on the 4th Wednesday of the month at 3:00 p.m. in the Warden's Conference Room at the prison. The committee is on a hiatus from June through August and in November and December.

Delegate: Councilmember Bettencourt
Alternate: Mayor Pro Tem Loa

STRATEGIC PLAN

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

D. Strengthen regional, state, and national partnerships to enhance our legislative presence.

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

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

Report to Mayor and City Council
Re: City Council Committee Appointments
January 10, 2024
Page 8

Prepared by:	Rochelle Scott, Acting City Clerk
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Ronda Perez, City Manager
Approved as to form:	William P. Curley, III, City Attorney

**CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL**

M E M O R A N D U M

TO: City Clerk

FROM: Austin Bishop, Mayor

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: January 10, 2023

During the period December 1, through December 31, 2023, I attended the following meetings and events:

Dec. 1: California On Location Awards

Dec. 2: AV Chambers Christmas Parade on Lancaster Blvd.

Dec. 2: Jolly Holiday, Palmdale Amphitheatre

Dec. 4: Raising Caine's Ribbon-Cutting

Dec. 5: Palmdale Sheriff's Booster Annual Christmas Award Dinner

Dec. 6: Spanish Talk Radio Program

Dec. 6: Regular Council Meeting

Dec. 7: City of Palmdale Holiday Party

Dec.7: Wellbeing Lab-CAPP Program Graduation

Dec. 8: GAVAR Installation of Officers and Directors

Dec. 9: Palmdale School District and Hispanic Chambers Christmas Parade

Dec. 12: AV EDGE Holiday Breakfast

Dec. 12: Music and Kids Presentation

Dec. 14: Plant 42 End-of-Year Party

Dec. 15: Luxury Perfumes Outlet Grand Opening

Dec. 16: AVTA Drive Thru Food and Toy Giveaway

Dec. 19: AVAQMD Board Meeting

Dec 20: Tour of MS Aerospace Facility in Sylmar

Dec. 22: SAVES Food and Toy Distribution

**CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL**

M E M O R A N D U M

TO: City Clerk

FROM: Richard Loa, Mayor Pro Tem

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: January 10, 2023

During the period December 1, through December 31, 2023, I attended the following meetings and events:

Dec. 2: AV Chambers Christmas Parade on Lancaster Blvd.

Dec. 4: Raising Caine's Ribbon-Cutting

Dec. 5: Palmdale Sheriff's Booster Annual Christmas Award Dinner

Dec. 6: Regular Council Meeting

Dec. 7: SCAG Transportation Committee Meeting

Dec. 7: City of Palmdale Holiday Party

Dec.7: Wellbeing Lab-CAPP Program Graduation

Dec. 8: GAVAR Installation of Officers and Directors

Dec. 8: Lancaster Station Christmas Party at AV Fairgrounds

Dec. 8: Palmdale Sheriff's Station Christmas Party

Dec. 9: Palmdale School District and Hispanic Chambers Christmas Parade

Dec. 12: AV EDGE Holiday Breakfast

Dec. 14: County Sanitation Districts 14 and 20 Meeting

Dec. 16: AVTA Drive Thru Food and Toy Giveaway

Dec. 17: AV Fairgrounds Toy and Turkey Giveaway

**CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL**

M E M O R A N D U M

TO: City Clerk

FROM: Laura Bettencourt, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: January 10, 2023

During the period December 1, through December 31, 2023, I attended the following meetings and events:

Dec. 6: Regular Council Meeting

Dec. 6: Spanish Talk Radio Program

Dec.7: Wellbeing Lab-CAPP Program Graduation

Dec. 14: County Sanitation Board Meeting

**CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL**

M E M O R A N D U M

TO: City Clerk

FROM: Eric Ohlsen, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: January 10, 2023

During the period December 1, through December 31, 2023, I attended the following meetings and events:

Dec. 2: Homes4Families Palmdale Veteran Enriched Neighborhood Key Ceremony

Dec. 2: Jolly Holiday, Palmdale Amphitheatre

Dec. 6: Regular Council Meeting

Dec. 7: City of Palmdale Holiday Party

Dec.7: Wellbeing Lab-CAPP Program Graduation

Dec. 9: Palmdale School District and Hispanic Chambers Christmas Parade

Dec. 16: AVTA Drive Thru Food and Toy Giveaway

Dec. 18: Meeting with Congresswoman Judy Chu regarding Littlerock Dam Recreation Area

Dec. 22: SAVES Food and Toy Distribution

Dec. 26: Sole of the CommUNITY Kwanza Gift Giveaway