PALMDALE
a place to call home

CITY COUNCIL
SUCCESSOR AGENCY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, AUGUST 7, 2024
5:00 PM
www.cityofpalmdaleca.gov

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 Presentation by Kids Feeding Kids thru Agriculture and Recognition of 2024 Palmdale High School Students who participated in the 2024 Antelope Valley Livestock Auction.

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 and Quarterly Investment Reports for June 2024.
SR Investment Report JUN 2024.docx
Rpt. City & Successor Monthly & Quarterly Investment Report June 2024.pdf

6.3 Approve Agreement with Willdan Engineering to provide Innovative Solutions and Smart City Program consulting services in an amount not to exceed $750,000 for a term of three (3) years with an option to extend two one-year terms in an amount not to exceed $250,000 each additional year.

SR Agrmt No. A-8926 with Willdan Engineering.docx
Agrmt No. A-8926 with Willdan Engineering.pdf

6.4 Approve Agreement with JAD Hoyos, Inc., dba Feathers Custom Signs to provide anti-graffiti vinyl wrap services for 160 City-owned utility cabinets along roadways in the amount of $150,000 for a term of one year with the option to extend two one-year terms.

SR Agrmt No. A-8927 with JAD Hoyos Inc. dba Feathers Custom Signs.docx
Agrmt No. A-8927 with JAD Hoyos Inc. dba Feathers Custom Signs.pdf
Exh A Payment Schedule A-8927.pdf
Exh B Utility Box Community Imagery Survey Results.pdf

6.5 Approve Fourth Amendment to Agreement with Library Systems and Services, LLC, for Literacy and English as a Second Language (ESL) services at the Palmdale City Library, increasing the agreement by $349,472 for a total not to exceed the amount of $13,109,618 for the remainder of the term through June 2028.

SR Agrmt No. A-6081 Fourth Amendment with Library Systems and Services LLC.docx
Agrmt No. A-6081 Fourth Amendment with Library Systems and Services LLC.pdf
Agrmt No. A-6081 Third Amendment with Library Systems and Services LLC.pdf
Agrmt No. A-6081 Second Amendment with Library Systems and Servics LLC.pdf
Agrmt No. A-6081 First Amendment with Library Systems and Services LLC.pdf
Agrmt No. A-6081 with Library System and Services LLC.pdf

6.6 Approve Third Amendment with OPSEC Specialized Protection for Security Services for Parks and Recreation to increase the amount of the agreement by $15,000 for a total not to exceed $114,926 to reconcile invoices for Fiscal Year 2023-24.

SR Agrmt No. A-7890 with OPSEC Specialized Protection.docx
Agrmt No. A-7890 Third Amendment with OPSEC Specialized Protection.pdf
Agrmt No. A-7890 Second Amendment with OPSEC Specialized Protection.pdf
Agrmt No. A-7890 First Amendment with OPSEC Specialized Protection.pdf
Agrmt No. A-7890 with OPSEC Specialized Protection.pdf

6.7 Award Construction Agreement with Manhole Adjusting, Inc., for PN 904, Fiscal Year 2024-25 Local Street Asphalt Rubber Aggregate Membrane (ARAM) Cape Seal Project, for a not to exceed amount of $1,563,898 for a term of 50 working days from the date of Notice to Proceed.

SR Agrmt No. A-8874 with Manhole Adjusting, Inc.docx
Agrmt No. A-8874 with Manhole Adjusting, Inc.pdf
Atch 1 Site Map ARAM Cape Seal Area 1.pdf
Atch 2 Site Map ARAM Cape Seal Area 2.pdf

6.8 Adopt Resolution No. CC 2024-071, a Resolution of the City Council of the City of

Palmdale adopting a Joint Resolution of the Board of Supervisors of the County of Los Angeles acting on behalf of the Los Angeles County General Fund, Los Angeles County Consolidated Fire Protection District, Los Angeles, County Waterworks #40 - Antelope Valley, Los Angeles County Waterworks #40 ACO Fund, the Board of Directors of the County Sanitation District No. 14 of Los Angeles County, and the governing bodies of the Antelope Valley Cemetery District, Antelope Valley Mosquito & Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and the Antelope Valley- East Kern Water Agency approving and accepting negotiated exchange of property tax revenues resulting from annexation to County Sanitation District No. 14.

SR Reso. No. CC 2024-071.docx
Reso. No. CC 2024-071.docx
Atch 1 LA County Sanitation Districts Transmittal Letter, Annex. No. 14-454.pdf
LA County Joint Reso. for Annex. No. 14-454.pdf
Tax Sharing Worksheet.pdf
Annexation No. 454 Map.pdf

6.9 Award Consultant Agreement with Psomas for PN 796, 45th Street East Trunk Sewer and Storm Drain Improvements Project, for a not to exceed amount of $338,514 for a term of 42 weeks from the date of Notice to Proceed.

SR Agrmt No. A-8881 with Psomas.docx
Agrmt No. A-8881 with Psomas.pdf
Exh A Agrmt No. A-6797 with Psomas.pdf
Atch 1 Vicinity Map.pdf

6.10 Award Invitation for Bid with SiteOne Landscape Supply and Wilbur-Ellis Company for fertilizer supplies each for an amount not to exceed $101,750, for a combined total of $203,500 for Fiscal Year 2024-25.

SR Req. No. 250083 SiteOne Req. No. 250084 Wilbur-Ellis Fertilizer.docx
Req. No. 250083 with SiteOne Landscape Supply.pdf
Req. No. 250084 with Wilbur-Ellis Company.pdf
Atch 1 Bid Tabulation.pdf

6.11 Award Invitation for Bid with SiteOne Landscape Supply for Irrigation and Water Conservation Supplies in an amount not to exceed $284,000 for Fiscal Year 2024-25.

SR Req. No. 250082 with SiteOne Landscape Supply.docx
Req. No. 250082 with SiteOne Landscape Supply.pdf
Atch 1 Bid Tabulation.pdf

6.12 Adopt Resolution No. CC 2024-073, a Resolution of the City Council of the City of Palmdale declaring its intention to conduct a public hearing to consider the vacation of portions of 8th Street East south of Rancho Vista Drive and north of Avenue P-8.

SR Reso. No. CC 2024-073.docx

Reso. No. CC 2024-073.docx

6.13 Approve the minutes from the previous meeting.
Minutes 07 10 2024.pdf

7. **APPOINTMENT**

7.1 City Council nomination and appointment of one (1) member and one (1) alternate to the Library Board of Trustees.
SR Appt Library Board.docx
Apps Redacted.pdf

8. **CITY MANAGER'S REPORT**

9. **SHERIFF'S REPORT**

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

10.1 Council reports, announcements, and requests for future agenda items.
Monthly Informational Report 080724 Bishop.docx
Monthly Informational Report 080724 Loa.docx
Monthly Informational Report 080724 Bettencourt.docx
Monthly Informational Report 080724 Ohlsen.docx

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. **PRESENTATION BY CITY ATTORNEY**

12.1 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
William Robert Herrera, et al vs. City of Palmdale, et al.
Central District of California Federal District Court
Case No. 2:16-cv-09453-MWF-MAR
This closed session is being held pursuant to the authority of California Government Code Section 54956.9.

12.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Priscilla Huerta, et al vs. City of Palmdale, et al.
Central District of California Federal District Court
Case No. 2:18-10354-MWF-FFM
This closed session is being held pursuant to the authority of California

Government Code Section 54956.9.

13. **ANNOUNCEMENT BY CITY ATTORNEY**

14. **ADJOURN** meeting to August 21, 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 48 hours prior to the meeting.

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

City Council Staff Report

DATE: **AUGUST 7, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **RECEIVE AND FILE THE MONTHLY AND QUARTERLY INVESTMENT ACTIVITY REPORTS FOR JUNE 2024**

RECOMMENDATION

Staff recommends that the City Council receive and file the monthly and quarterly investment activity reports for the City of Palmdale and Successor Agency for June 2024.

BACKGROUND

Pursuant to Section 16 of the City 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, issuer's name, purchase date, maturity date, amount of deposit, and interest rate. This information shall be provided for all City and Successor Agency pooled investments and for Certificates of Participation, Revenue Bonds, Tax Allocation Bonds, Assessment Districts, and Community Facilities District accounts managed by outside Fiscal Agents.

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

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

DISCUSSION

Compliance with Investment Policy

For June, the City's invested portfolio totaled $345,612,779, an increase of $6,455,905 from the previous month and an increase of $22,311,569 compared to last year. The monthly increase resulted from a new investment purchase made during the month and from transfer of funds to California Asset Management Program (CAMP).

The par value of Successor Agency's portfolio as of June was $12,604,544. The balance increased by $3,412,021 from last month due to funds received from Los Angeles County for property taxes during the month.

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

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

Liquidity

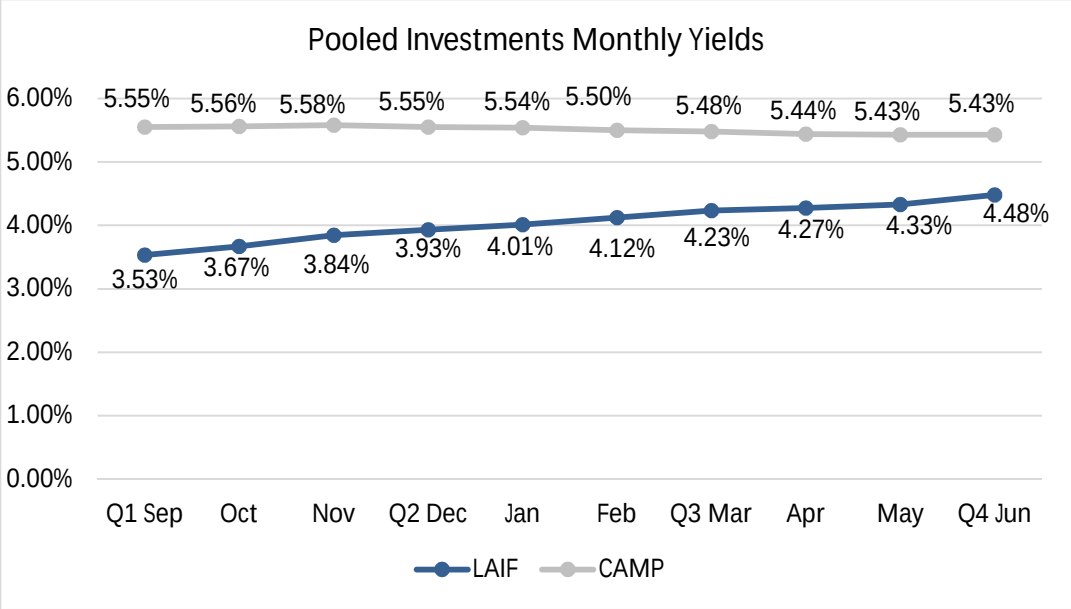
One core approach the Finance Division focuses on is providing liquidity to meet the City and Successor Agency's operational requirements. Thus, the Finance Division invests in two pooled funds, LAIF and CAMP. These are intended for daily operational activities and can be used during economic uncertainties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

The City's LAIF balance at the end of June was $122,620,640, with no changes from the prior month.

The Successor Agency's LAIF balance at the end of June was $8,150,476, with no changes from the prior month.

The City's CAMP balance at the end of June was $47,472,526, compared to $40,788,078 in May. The increase is due to deposits into the fund, and interest earned during the month.

The interest rates presented are the most current rates available as of the date of this report. As of June 30, 2024, the interest rates for LAIF and CAMP investments were at 4.480 percent and 5.43 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of May were 4.332 percent and 5.43 percent. This time last year, LAIF and CAMP rates were at 3.167 percent and 5.24, respectively.



The chart above shows the LAIF and CAMP average monthly yields from September 2023 through June 2024. The difference between the two funds' performance is primarily due to their varying pool characteristics. CAMP's portfolio composition is more prone to market volatility, resulting in performance variations.

Diversity

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

The City and Successor Agency's investment portfolios remain strongly diversified. The monthly and quarterly reports includes all investments held by both entities and current book values as of June 30, 2024.

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

Attached are summaries of the investments in the City and Successor Agency's books as of June 30, 2024.

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. Monthly and Quarterly Investment Reports June 2024

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2024

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	NTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES				Yield			
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	3,000,000.00	3,260,634.36	2,856,570.00
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
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
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note	0.85	10,000,000.00	10,045,505.25	9,410,200.00
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	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	2.25	3,200,000.00	3,029,330.80	3,010,496.00
01-03-24	12-31-26	CITY	912828YX2 U.S. Treasury Note	0.04	5,000,000.00	4,696,880.23	4,696,880.23
01-03-24	06-30-27	CITY	91282CEW7 U.S. Treasury Note	0.04	5,000,000.00	4,897,630.28	4,897,630.28
01-03-24	09-30-27	CITY	91282CFM8 U.S. Treasury Note	0.04	2,500,000.00	2,523,771.66	2,523,771.66
01-08-24	02-15-26	CITY	91282CGL9 U.S. Treasury Note	0.04	5,000,000.00	4,987,205.23	4,987,205.23
01-08-24	06-15-26	CITY	91282CHH7 U.S. Treasury Note	0.04	5,000,000.00	5,001,760.94	5,001,760.94
			TOTAL U.S. TREASURY SECURITIES		$ 59,700,000.00	$ 60,391,445.04	$ 57,270,762.44
GOVERNMENT AGENCY PAPER							
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
08-27-20	11-27-24	CITY	3134GWNG7 Freddie Mac	0.50	2,000,000.00	2,000,000.00	1,867,580.54
04-01-21	04-01-25	CITY	3133EMUP5 Federal Farm Credit	0.71	5,000,000.00	5,000,000.00	4,629,334.75
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.59	1,000,000.00	1,103,275.25	963,220.00
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	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 Federal Home Loan Note	0.41	4,000,000.00	4,000,000.00	3,784,890.08
06-30-21	12-30-25	CITY	3130AMRQ7 Federal Home Loan Note	0.88	3,000,000.00	3,000,000.00	2,724,400.26
07-29-21	04-29-26	CITY	3130AN5C0 Federal Home Loan Note	1.05	4,000,000.00	4,010,455.13	3,606,160.00
12-17-21	11-12-25	CITY	3134GXBM5 Federal Home Loan Note	1.15	1,150,000.00	1,125,785.50	1,036,575.50
12-17-21	12-30-24	CITY	3130AQDY6 Federal Home Loan Note	1.00	6,750,000.00	6,750,000.00	6,327,843.39
12-17-21	06-23-25	CITY	3133ENHW3 Federal Farm Credit	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 Federal Farm Credit	1.29	5,000,000.00	5,000,000.00	4,487,676.35
01-14-22	01-14-25	CITY	3130AQEA7 Federal Home Loan Note	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	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 Note	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 Note	3.33	5,000,000.00	4,479,000.00	4,355,784.25
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac	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 Note	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 Note	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	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	4.67	2,815,000.00	2,822,746.50	2,753,942.65
09-21-23	09-21-26	CITY	3130AXAP3 Federal Home Loan Note	5.75	4,750,000.00	4,746,437.50	4,747,196.18
05-03-24	05-01-28	CITY	3133ERCX7 Federal Farm Credit	5.17	5,000,000.00	5,000,000.00	5,000,000.00
			TOTAL GOVERNMENT AGENCY PAPER		$ 113,725,000.00	$ 112,020,168.08	$ 105,879,800.82

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	NTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
CERTIFICATES OF DEPOSIT							
01-04-24	06-15-26	CITY	05580A4Y7 BMW Bank of NA NA	4.03	240,000.00	243,434.40	243,434.40
01-04-24	11-30-27	CITY	46656MVH1 JPMorgan Chase Bank DE US	4.76	240,000.00	242,022.91	242,022.91
01-04-24	12-28-28	CITY	09582YAV4 Blue Ridge Bank NA VA US RT	4.09	240,000.00	240,948.00	240,948.00
06-11-24	06-12-28		59541KCV7 Mid-Missouri Bank	5.15	245,000.00	245,034.57	245,000.00
06-11-24	06-11-26		38150VUZ0 Goldman Sachs Bank	5.05	245,000.00	245,033.90	245,000.00
06-13-24	06-13-29		89235MPP0 Toyota Financial SGS	4.65	245,000.00	245,000.00	245,000.00
06-14-24	06-15-26		34520LBC6 Forbright Bank	5.05	245,000.00	245,000.00	245,000.00
06-14-24	06-14-28		307811KA6 Farmers & Merchs Bank	5.00	245,000.00	245,000.00	245,000.00
06-14-24	06-14-29		69503PAB7 Pacific Valley Bank	5.20	245,000.00	245,000.00	245,000.00
06-17-24	06-17-26		8562855V9 State Bank of India	5.10	245,000.00	245,000.00	245,000.00
06-18-24	06-18-29		229083AA8 Evangeline Bank & Trust	5.30	245,000.00	245,000.00	245,000.00
06-20-24	06-22-26		06051XER9 Bank of America NA	5.05	245,000.00	245,000.00	245,000.00
06-21-24	06-22-26		35634MAE1 Freedom Bank/Maywood NJ	5.05	245,000.00	245,000.00	245,000.00
06-25-24	06-25-29		09776DAG9 BOM Bank	5.35	245,000.00	245,000.00	245,000.00
			TOTAL CERTIFICATES OF DEPOSIT		$ 1,210,000.00	$ 3,421,473.78	$ 3,421,405.31
CORPORATE NOTES							
05-17-23	03-01-26	CITY	30231GAT9 Exxon Mobile Corporation	3.04	1,000,000.00	982,084.11	955,987.20
05-17-23	03-02-26	CITY	194162AQ6 Colgate-Palmolive CO GlobalL	4.80	1,000,000.00	1,035,553.33	1,003,302.97
05-17-23	01-26-26	CITY	742718FY0 Procter & Gamble CO/The Glob	4.10	1,000,000.00	1,018,471.67	987,613.50
01-04-24	07-27-26	CITY	61761J3R8 Morgan Stanley	4.70	500,000.00	481,185.25	481,185.25
01-04-24	06-15-26	CITY	46625HRS1 JPMorgan Chase & CO	4.52	500,000.00	484,840.25	484,840.25
01-04-24	03-02-28	CITY	718172CE7 Philip Morris Intl Inc	4.49	500,000.00	474,395.25	474,395.25
01-04-24	04-01-27	CITY	808513BW4 Charles Schaw Corp	4.68	500,000.00	479,390.25	479,390.25
01-09-24	06-02-26	CITY	11271LAA0 Brookfield Fin Inc	5.13	500,000.00	490,115.25	490,115.25
01-09-24	11-28-28	CITY	05565QDH8 BP Capital Markets PLC	4.48	500,000.00	483,460.25	483,460.25
01-09-24	01-28-26	CITY	06406RAQ0 Bank OF NY Mellon Corp	4.52	500,000.00	463,355.25	463,355.25
01-09-24	07-09-27	CITY	22550L2K6 Crdit Suisse New York	4.92	500,000.00	500,910.25	500,910.25
01-09-24	08-15-28	CITY	797440CE2 San Diego G & E	4.49	500,000.00	509,340.25	509,340.25
01-09-24	07-01-27	CITY	75973QAA5 Reneissance Financial	5.01	500,000.00	475,470.25	475,470.25
01-09-24	01-27-26	CITY	780082AD5 Royal Bank of Canada	4.97	500,000.00	496,930.25	496,930.25
			TOTAL CORPORATE BONDS		$8,500,000	$8,375,502	$ 8,286,296.42
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY	98-19-620	0.78	64,822,736.10	64,822,736.10	64,822,736.10
06/23/08	n/a	PCA	40-19-060	0.78	40,813,243.36	40,813,243.36	40,813,243.36
	n/a	ARPA	19-19-004	0.78	16,984,661.37	16,984,661.37	16,984,661.37
			TOTAL LAIF ACCOUNTS		$ 122,620,640.83	$ 122,620,640.83	$ 122,620,640.83
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY	6080-01	0.30	47,472,526.24	47,472,526.24	47,472,526.24
			TOTAL CAMP ACCOUNTS		$ 47,472,526.24	$ 47,472,526.24	$ 47,472,526.24
UBS FINANCIAL SERVICES							
n/a	n/a	CITY		0.00	661,346.77	661,346.77	661,346.77
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 661,346.77	$ 661,346.77	$ 661,346.77
			TOTAL CITY INVESTMENTS		$ 353,889,513.84	$ 354,963,102.60	$ 345,612,778.83

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	NTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
			LIBRARY INVESTMENTS				
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
11-20-84	n/a	LIBRARY	16-19-012	0.78			13,163.47
			TOTAL LIBRARY INVESTMENTS				$ 13,163.47
			FISCAL AGENT CASH				
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
05-10-95	n/a	BOND	95421220	0.35			115.50
05-10-95	n/a	IMPROVEMENT	95421222	0.10			167,868.58
			TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1				$ 167,984.08
BOND PROCEEDS							
RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-06-95	n/a	RESERVE-SEN	95420880	n/a			13.31
04-06-95	n/a	IMPV-ACQUI	95420884	0.01			2,794,179.85
04-06-95	n/a	BOND	95420887	0.15			0.15
			TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1				$ 2,794,193.31
BOND PROCEEDS							
ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
08-01-19	n/a	SP TAX - B BOND	242969000	0.00			1,225,813.03
08-01-19	n/a	RESERVE	242969003	0.00			1,447,048.12
08-01-19	n/a	SP TAX - REFNDING BOND	242969004	0.01			15,150.89
			TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1				$ 2,688,012.04
BOND PROCEEDS							
2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
	n/a	SPEC TRB SER A/B	251009000	0.01			1,131,931.02
	n/a	RESERVE FUND	251009001	0.01			649,253.46
			TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021				$ 1,781,184.48

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	NTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
2006-1 Godde Hill Estate Sewer Improvements LOIB							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
11-08-06	n/a	REDEMPTION FUND	106844000	0.01			182,882.31
11-08-06	n/a	ADM EXP	106844002	0.01			1,727.38
11-08-06	n/a	RESERVE FUND	106844003	0.01			92,497.44
		TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB					$ 277,107.13
2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
10-11-13	n/a	ESCROW FUND	206455000	0.00			2,979,524.90
		TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW					$ 2,979,512.65
2015 HA DEBT SERVICE RESERVE							
Fiscal Agent: Bank of America							
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08			40,213.10
		TOTAL 2015 HA DEBT SERVICE RESERVE					$ 40,213.10
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND							
05-23-18	n/a	CITY	04790895775 Public Agency Retirement Servi	2.60			9,654,743.67
		TOTAL PARS PENSION TRUST FUND					$ 9,654,743.67
BOND PROCEEDS							
2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
09-03-15	n/a	BOND FUND	277067000	0.00			29,289.09
09-03-15	n/a	INTEREST ACCT	277067001	0.01			8.19
09-03-15	n/a	BOND RESERVE	277067003	0.00			281,015.00
09-03-15	n/a	REPAIR & REPLACE FUND	277067004	0.00			1,304,023.02
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS					$ 1,614,335.30

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2024

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	NTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
2017 PFA $17.4M LEASE REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-05-17	n/a	REVENUE FUND	271128000	0.00			0.31
		TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS					$ 0.31
BOND PROCEEDS							
2023 A&B SERIES B ACQUISITION & CONSTRUCTION REVENUE BOND							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
			248041000				6.33
11-30-23	n/a	INTEREST	248041001				2,054,524.00
11-30-23	n/a	REVENUE FUND	248041004				19,345,360.81
11-30-23	n/a	INTEREST	248041007				0.06
11-30-23	n/a	REVENUE FUND	248041008				13,690,345.35
		TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND					$ 35,090,236.55
		GRAND TOTAL - FISCAL AGENT CASH					$ 55,306,338.14

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$ 6,894,413
Pooled Cash Investments			
City:	$ 343,710,734		
Insur Fund:	$1,902,044		$ 345,612,778
Library Investments			$13,163
Subtotal			$ 352,520,354
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$ 55,306,338
Grand total			$ 407,826,692

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 June 30, 2024.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2024

CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
June 30, 2024

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - CITY ACCOUNT 98-19-620				
Beginning Balance				$ 64,822,736.10
Subtotal	$ -	$ -	$ -	$ 64,822,736.10
LAIF - PCA ACCOUNT 40-19-060				
Beginning Balance				$ 40,813,243.36
Subtotal	$ -	$ -	$ -	$ 40,813,243.36
LAIF - LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 13,163.47
Subtotal	$ -	$ -	$ -	$ 13,163.47
LAIF - ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 16,984,661.37
Subtotal	$ -	$ -	$ -	$ 16,984,661.37
CAMP				
Beginning Balance				$ 40,788,078.83
06-28-24	$ 6,500,000.00			
06-28-24			$ 184,447.41	
Subtotal	$ 6,500,000.00	$ -	$ 184,447.41	$ 47,472,526.24
UBS Financial Services				
Beginning Balance				$ 727,019.18
06-30-24			$ 207,456.94	
06-30-24		$ (273,129.35)		
Subtotal	$ -	$ (273,129.35)	$ 207,456.94	$ 661,346.77
Total	$ 6,500,000.00	$ (273,129.35)	$ 391,904.35	$ 170,767,677.31

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2024

CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED
June 30, 2024

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

ISSUER	PURCHASE DATE	MATURITY DATE		FACE VALUE REDEEMED		INTEREST RECEIVED	NET FUNDS	INVESTED AMOUNT	GAIN/ (LOSS)
3130AMQR6 Federal Home Loan Note	06-07-21	06-07-24	Gov Agency Paper	$ 3,000,000.00	M	$ 5,250.00	$ 3,005,250.00	2,857,869.93	142,130.07
				$ 3,000,000.00		$ 5,250.00	$ 3,005,250.00	$ 2,857,869.93	$142,130.07
Total Number of Transactions:		1							

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JUNE 30, 2024

POOLED CASH - INVESTMENTS PURCHASED
June 30, 2024

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
59541KCV7 Mid-Missouri Bank	06-11-24	CD	06-12-28	$ 245,000.00	-	$ 245,000.00	$ 34.57	$ 245,034.57	5.15%
38150VUZ0 Goldman Sachs Bank	06-11-24	CD	06-11-26	$ 245,000.00	-	$ 245,000.00	$ 33.90	$ 245,033.90	5.05%
89235MPP0 Toyota Financial SGS	06-13-24	CD	06-13-29	$ 245,000.00	-	$ 245,000.00	$ -	$ 245,000.00	4.65%
34520LBC6 Forbright Bank	06-14-24	CD	06-15-26	$ 245,000.00	-	$ 245,000.00	$ -	$ 245,000.00	5.05%
307811KA6 Farmers & Merchs Bank	06-14-24	CD	06-14-28	$ 245,000.00	-	$ 245,000.00	$ -	$ 245,000.00	5.00%
69503PAB7 Pacific Valley Bank	06-14-24	CD	06-14-29	$ 245,000.00	-	$ 245,000.00	$ -	$ 245,000.00	5.20%
8562855V9 State Bank of India	06-17-24	CD	06-17-26	$ 245,000.00	-	$ 245,000.00	$ -	$ 245,000.00	5.10%
229083AA8 Evangeline Bank & Trust	06-18-24	CD	06-18-29	$ 245,000.00	-	$ 245,000.00	$ -	$ 245,000.00	5.30%
06051XER9 Bank of America NA	06-20-24	CD	06-22-26	$ 245,000.00	-	$ 245,000.00	$ -	$ 245,000.00	5.05%
35634MAE1 Freedom Bank/Maywood NJ	06-21-24	CD	06-22-26	$ 245,000.00	-	$ 245,000.00	$ -	$ 245,000.00	5.05%
09776DAG9 BOM Bank	06-25-24	CD	06-25-29	$ 245,000.00	-	$ 245,000.00	$ -	$ 245,000.00	5.35%
					-			$ -	
				$ 2,695,000.00	$ -	$ 2,695,000.00	$ 68.47	$ 2,695,068.47	

Total Number of Transactions: 11

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
June 30, 2024

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

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
LAIF - SA ACCOUNT 65-19-035						
09-01-84	n/a	SA Account	65-19-035	0.78	8,150,476.51	
						$ 8,150,476.51

FISCAL AGENT CASH

BOND PROCEEDS						
CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						
Fiscal Agent: U.S. Bank National Association						
08-20-02	n/a	Reserve Fund	94460700	2.54	529,967.96	
08-20-02	n/a	Interest Acct	94460701	0.04	26,951.53	
08-20-02	n/a	Principal Acct	94460702	0.04	130.71	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 557,050.20
BOND PROCEEDS						
2016 SA $31.5M Tax Allocation Refunding Bonds Series A						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	Debt Service	245113000	0.00	1.41	
04-26-16	n/a	Interest Acc	245113001	N/A	0.00	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 1.41
GRAND TOTAL - FISCAL AGENT CASH						$557,052

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$	3,897,015
Pooled Cash Investments	$	8,150,477
Successor Agency Fiscal Agent Cash	$	557,052
Grand total	$	12,604,544

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available. LAIF interest rates are as of June 30, 2024.

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

POOLED CASH - STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)
June 30, 2024

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
LAIF - SA ACCOUNT 65-19-035				
Beginning Balance				$ 8,150,476.51
Subtotal	$ -	$ -	$ -	$ 8,150,476.51

PORTFOLIO REVIEW AND ANALYSIS

City of Palmdale

Palmdale, CA

As of Date: 06/30/2024 | Pricing as of: 06/28/2024 | Date of Analysis: 07/10/2024

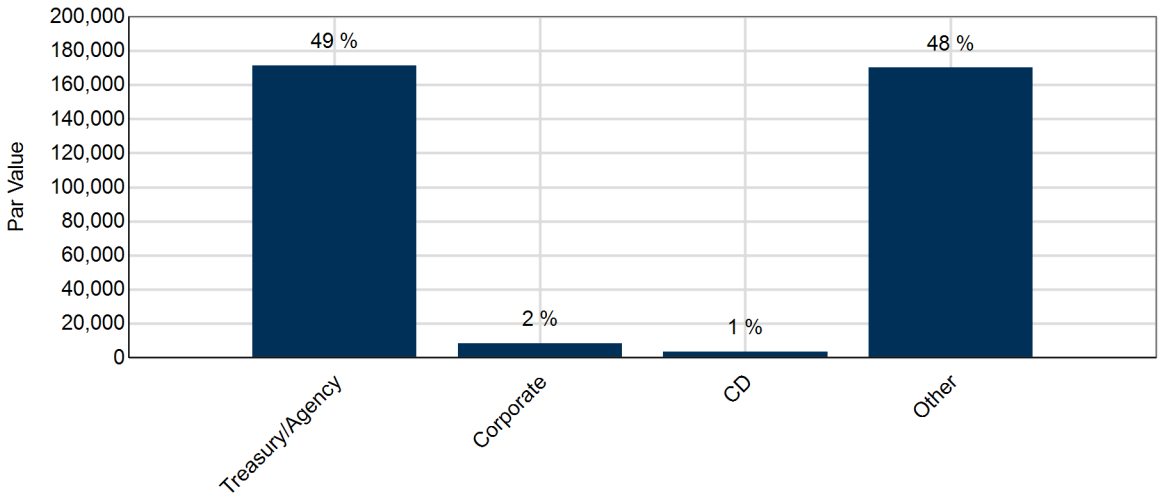
Account Executive: Bill Blackwill



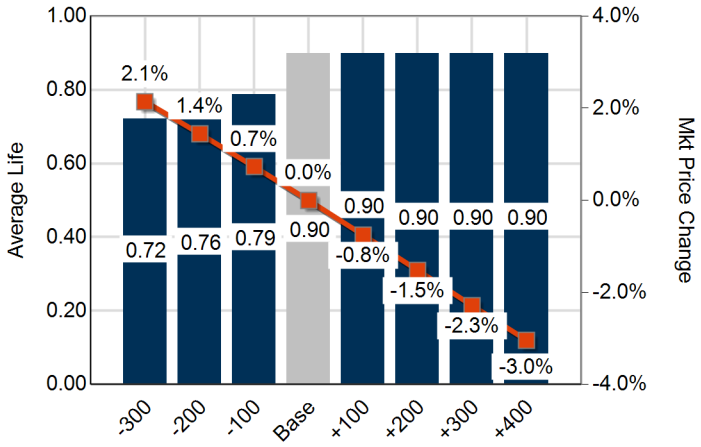
Portfolio Overview

Book Value	353,483
# Securities	70
Average Size (Book)	5,050
Yield at Book	1.40
Market Yield	2.92
$ Gain/Loss	-6,469
% Gain/Loss	-1.8%
Average Life	0.90
Average Life +300bps	0.90
% Price Change +100bps	-0.75
% Price Change +300bps	-2.29
Effective Duration	0.74
Effective Convexity	-0.02
AFS / HTM%	100% / 0%
Fixed / Floating	100% / 0%
ESG/Green Par (000's)	$500 / $500

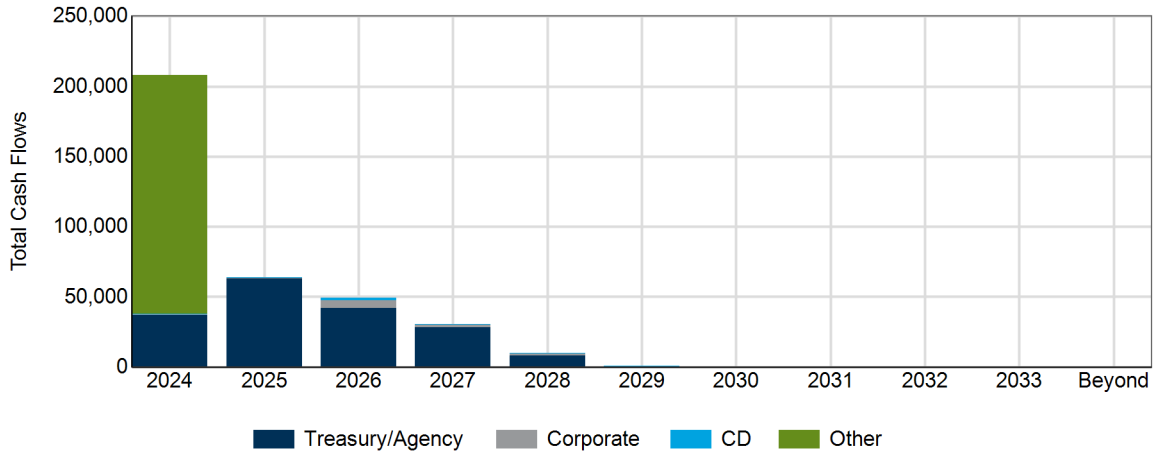
Sector Allocation



Average Life vs Price Sensitivity



Annual Projected Cash Flows By Sector



Historical Portfolio Overview

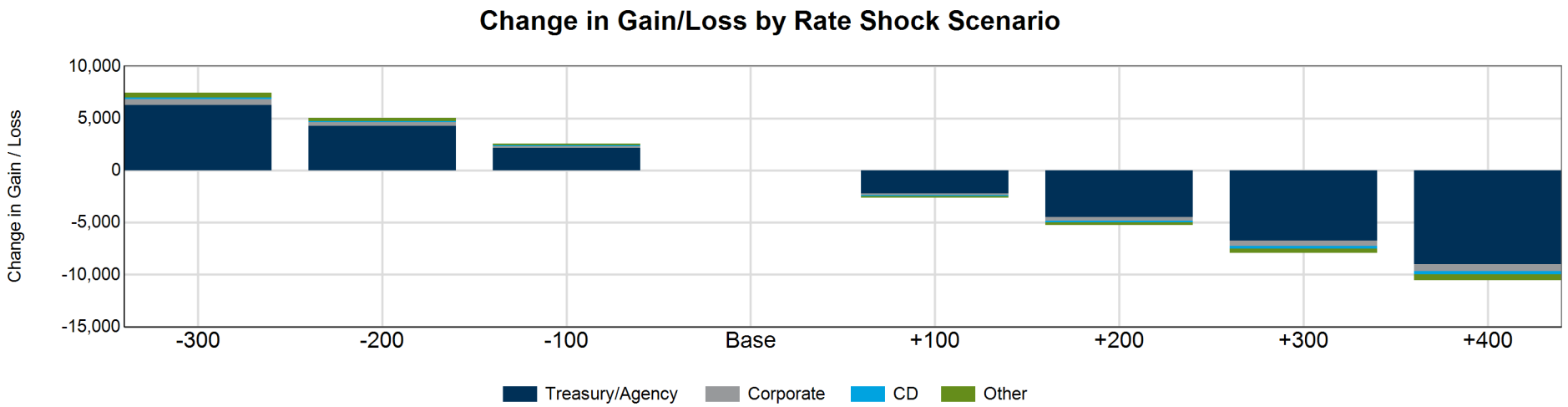
	06/30/2024	03/31/2024	12/31/2023	09/30/2023
Book Value	353,483	331,180	285,946	313,945
Yield at Book	1.40	1.39	1.26	1.18
Yield at Book (+100)	1.40	1.39	1.26	1.18
Yield at Book (+300)	1.40	1.39	1.26	1.18
Yield at Book (-100)	1.40	1.39	1.26	1.18
WAL	0.90	0.98	0.99	1.03
WAL (+100)	0.90	1.00	0.99	1.03
WAL (+300)	0.90	1.00	0.99	1.03
WAL (-100)	0.79	0.92	0.94	1.03
% Price Change (+100)	-0.8%	-0.9%	-0.8%	-0.9%
% Price Change (+300)	-2.3%	-2.6%	-2.5%	-2.7%
% Price Change (-100)	0.7%	0.8%	0.8%	0.9%
Effective Duration	0.74	0.85	0.81	0.90
Effective Convexity	-0.02	-0.02	-0.02	0.00
$ Gain/Loss	-6,469	-7,376	-6,903	-10,108
% Gain/Loss	-1.8%	-2.2%	-2.4%	-3.2%
$ Gain/Loss (+300)	-14,399	-15,728	-13,826	-18,209
Principal Cash Flow 2 yrs out	83%	83%	83%	81%
Principal Cash Flow 2 yrs out (+100)	83%	82%	83%	81%
Principal Cash Flow 2 yrs out (+300)	83%	82%	83%	81%
Principal Cash Flow 2 yrs out (-100)	88%	85%	84%	81%

Portfolio Sector Summary

Sector	Portfolio %	Par Value	Cpn	Maturity	Book Value	Yield @Bk	Market Value	Yield	% Price Change -100	% Price Change +100	% Price Change +300	Gain/(Loss) $	Gain/(Loss) %	Effective WAL	Effective Dur	Effective Cvx	AFS %
Treasury (13)	16.9%	59,700	2.32	1.5 yrs	59,700	2.32	58,098	4.97	1.4	-1.4	-4.0	-1,602	-2.7%	1.45	1.37	0.04	100 %
Agency Bullet (4)	2.8%	10,000	1.22	0.8 yrs	10,000	1.22	9,737	5.22	0.8	-0.7	-2.2	-263	-2.6%	0.79	0.75	0.02	100 %
Callable Agency (21)	28.8%	101,775	1.82	1.7 yrs	101,775	1.81	97,440	5.16	1.3	-1.4	-4.3	-4,335	-4.3%	1.75	1.34	-0.11	100 %
Treasury/Agency (38)	48.5%	171,475	1.96	1.6 yrs	171,475	1.96	165,274	5.10	1.3	-1.3	-4.1	-6,201	-3.6%	1.59	1.32	-0.05	100 %
Finance (9)	1.3%	4,500	3.49	2.5 yrs	4,500	3.49	4,328	5.31	2.3	-2.2	-6.5	-172	-3.8%	2.48	2.25	0.05	100 %
Industrial (4)	1.0%	3,500	3.86	1.9 yrs	3,500	3.86	3,417	5.05	1.8	-1.8	-5.2	-83	-2.4%	1.93	1.76	0.04	100 %
Utility (1)	0.1%	500	4.95	4.1 yrs	500	4.95	497	5.11	3.7	-3.6	-10.2	-3	-0.6%	4.13	3.58	0.16	100 %
Corporate (14)	2.4%	8,500	3.73	2.3 yrs	8,500	3.73	8,242	5.19	2.2	-2.1	-6.2	-258	-3.0%	2.35	2.13	0.05	100 %
NCD (14)	1.0%	3,415	4.99	3.3 yrs	3,415	5.01	3,405	5.10	1.9	-2.1	-7.0	-10	-0.3%	3.32	1.98	-0.27	100 %
CD (14)	1.0%	3,415	4.99	3.3 yrs	3,415	5.01	3,405	5.10	1.9	-2.1	-7.0	-10	-0.3%	3.32	1.98	-0.27	100 %
Cash & Other (4)	48.1%	170,093	0.65	0.1 yrs	170,093	0.65	170,093	0.65	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %
Other (4)	48.1%	170,093	0.65	0.1 yrs	170,093	0.65	170,093	0.65	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %
Total (70)	100.0%	353,483	1.40	0.9 yrs	353,483	1.40	347,014	2.92	0.7	-0.8	-2.3	-6,469	-1.8%	0.90	0.74	-0.02	100 %

Shocked Analysis

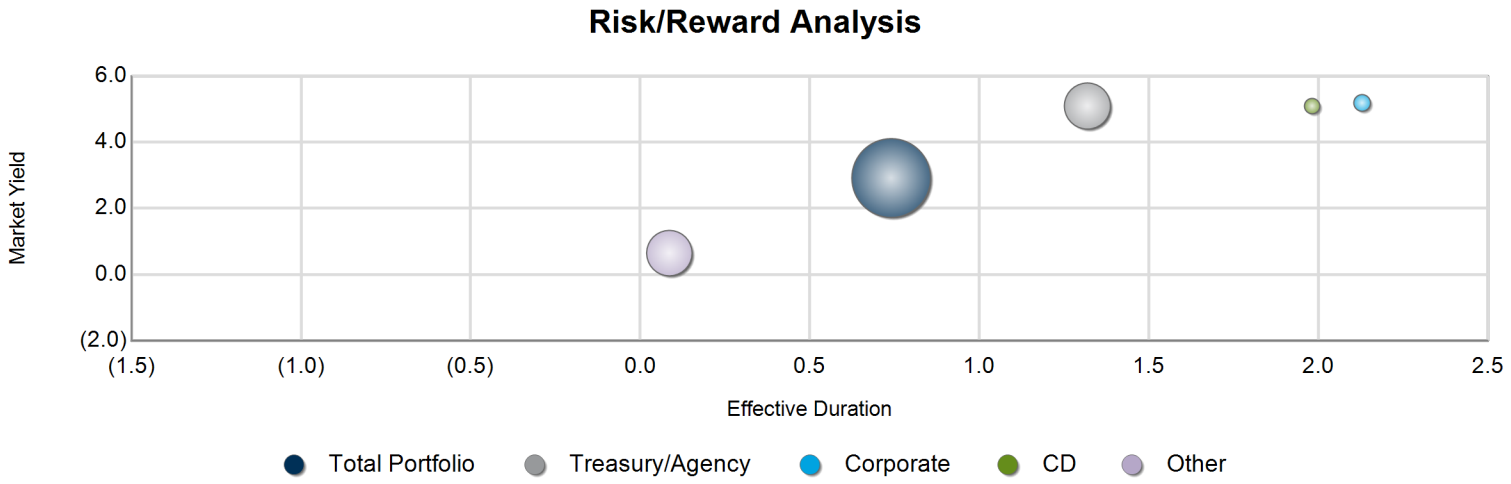
	-300	-200	-100	Base	+100	+200	+300
Par Value	353,483	353,483	353,483	353,483	353,483	353,483	353,483
Book Value	353,483	353,483	353,483	353,483	353,483	353,483	353,483
Market Value	354,453	352,036	349,549	347,014	344,400	341,741	339,084
Gain/(Loss)	970	-1,447	-3,934	-6,469	-9,083	-11,742	-14,399
Gain/(Loss) %	0.3%	-0.4%	-1.1%	-1.8%	-2.6%	-3.3%	-4.1%
Gain/(Loss) % - Chg from Base	2.1%	1.5%	0.7%	0.0%	-0.8%	-1.5%	-2.3%
Book Price	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Yield at Book	1.40	1.40	1.40	1.40	1.40	1.40	1.40
Market Price	100.27	99.59	98.89	98.17	97.43	96.68	95.93
Market Yield	-0.20	0.83	1.87	2.92	3.90	4.89	5.88
WAL	0.72	0.76	0.79	0.90	0.90	0.90	0.90



Price Risk & Market Value Change by Sector

	AFS						HTM					
	% Change in Market Value from Level					Eff	% Change in Market Value from Level					Eff
Sector	-100	Mkt Value	+100	+200	+300	Dur	-100	Mkt Value	+100	+200	+300	Dur
Treasury/Agency	1.3%	165,274	-1.3%	-2.7%	-4.1%	1.3%						
Corporate	2.2%	8,242	-2.1%	-4.2%	-6.2%	2.1%						
CD	1.9%	3,405	-2.1%	-4.5%	-7.0%	2.0%						
Other	0.1%	170,093	-0.1%	-0.2%	-0.3%	0.1%						
Total	0.7%	347,014	-0.8%	-1.5%	-2.3%	0.7%						
Scenario Market Val	349,549	347,014	344,400	341,741	339,084							
Scenario Gain/Loss	-3,934	-6,469	-9,083	-11,742	-14,399							

Total Portfolio (AFS + HTM):	
% Change in Market Val from Level	
-200 bps	1.4%
-100 bps	0.7%
Level Market Val	347,014
+100 bps	-0.8%
+200 bps	-1.5%
+300 bps	-2.3%
+400 bps	-3.0%
Effective Duration	*0.74*
Effective Convexity	-0.02



Peer Group Comparison

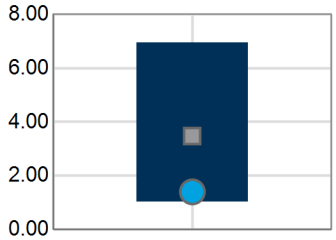
Peer	As of Date	Book Value	G/L %	Yield @Bk	Average Life Base	Average Life -100	Average Life +300	% Price Change -100	% Price Change +100	% Price Change +300	Effective Dur	Effective Cvx	UST Agy	Fix MBS	ARM	Fix CMO	Flt CMO	Agy CMBS	Sm Bus.	Prv Label	Muni	Corp	CD & Oth	% Fixed	% AFS
1	05/24	249,260	-2.4	3.59	2.7	2.7	2.7	2.4	-2.4	-6.9	2.4	0.1	55%	0%	0%	0%	0%	0%	0%	0%	23%	10%	13%	100%	100%
2	03/24	475,123	-3.5	2.64	2.4	2.2	2.4	2.1	-2.1	-6.2	2.1	0.0	55%	0%	0%	0%	0%	0%	0%	0%	14%	19%	12%	100%	100%
3	04/24	225,871	-3.7	3.81	1.8	1.7	1.9	1.7	-1.7	-4.9	1.6	0.0	61%	0%	0%	0%	0%	0%	0%	0%	13%	19%	7%	100%	100%
4	03/24	184,952	-3.7	2.54	2.1	1.5	2.3	1.4	-1.6	-5.2	1.5	-0.2	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
5	05/24	157,774	-2.6	4.44	3.2	2.9	3.8	2.3	-2.4	-7.5	2.3	-0.1	3%	10%	11%	10%	4%	9%	4%	0%	25%	25%	0%	82%	100%
6	06/24	147,693	-2.1	4.15	2.4	2.2	2.5	2.1	-2.1	-6.2	2.1	0.0	72%	0%	0%	0%	0%	0%	0%	0%	0%	1%	27%	100%	100%
7	04/24	562,801	-4.2	2.02	2.2	2.1	2.2	2.0	-1.9	-5.7	2.0	0.0	76%	0%	0%	0%	0%	0%	0%	0%	19%	4%	0%	100%	100%
8	04/24	143,083	0.0	2.16	1.2	0.9	1.6	0.9	-1.1	-3.7	1.0	-0.3	57%	0%	0%	0%	0%	1%	0%	0%	0%	0%	43%	100%	100%
9	03/24	141,859	-2.0	3.76	1.3	1.0	1.5	1.0	-1.0	-3.3	1.0	-0.1	31%	0%	0%	0%	0%	0%	0%	0%	32%	1%	36%	100%	100%
10	03/24	121,943	-0.2	5.25	1.5	0.2	1.9	0.4	-0.9	-3.5	0.7	-0.3	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
11	06/24	109,136	-3.0	3.82	2.6	2.4	2.7	2.2	-2.2	-6.5	2.2	-0.1	68%	0%	0%	1%	0%	3%	0%	2%	0%	14%	11%	99%	100%
12	06/24	611,710	-2.9	2.89	2.4	2.1	2.5	2.0	-2.0	-6.2	2.0	0.0	59%	0%	0%	0%	0%	0%	0%	0%	41%	0%	0%	100%	100%
13	04/24	92,599	-3.8	2.50	1.9	1.7	2.0	1.7	-1.7	-5.0	1.7	0.0	71%	0%	0%	0%	0%	2%	0%	0%	2%	0%	26%	100%	100%
14	05/24	84,345	-2.0	3.50	0.6	0.6	0.6	0.5	-0.5	-1.5	0.5	0.0	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	75%	100%	100%
15	06/24	63,538	-0.8	4.91	2.4	1.2	2.8	1.2	-1.5	-5.4	1.3	-0.4	60%	0%	0%	0%	0%	8%	0%	0%	0%	0%	32%	100%	100%
16	06/24	55,011	-4.1	2.71	1.9	1.8	1.9	1.6	-1.7	-4.9	1.6	-0.1	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%
17	06/24	53,095	0.5	6.17	2.7	2.7	2.7	2.4	-2.4	-6.8	2.4	0.1	28%	0%	0%	0%	0%	56%	0%	0%	1%	0%	15%	100%	100%
18	06/24	41,162	-1.8	4.48	1.7	1.4	1.9	1.3	-1.4	-4.3	1.3	-0.1	31%	0%	0%	0%	0%	0%	0%	0%	0%	0%	69%	100%	100%
19	03/24	40,543	0.9	6.94	1.1	0.9	1.4	0.9	-1.0	-3.3	0.9	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
20	03/24	39,018	-2.0	2.85	1.9	1.3	2.1	1.2	-1.4	-4.5	1.3	-0.2	47%	0%	0%	0%	0%	5%	0%	0%	1%	1%	46%	100%	100%
21	03/24	38,893	-2.9	2.57	2.4	2.1	3.2	1.8	-2.0	-6.4	1.8	-0.2	67%	0%	0%	0%	0%	0%	0%	0%	0%	0%	33%	100%	67%
22	06/24	38,102	-1.2	3.77	1.3	1.3	1.3	1.2	-1.2	-3.6	1.2	0.0	15%	0%	0%	0%	0%	0%	0%	0%	48%	2%	35%	100%	100%
23	06/24	33,328	-6.6	1.03	2.0	2.0	2.0	1.9	-1.8	-5.4	1.9	0.0	98%	0%	0%	0%	0%	0%	0%	0%	0%	0%	2%	100%	100%
24	03/24	25,498	-3.4	3.10	2.4	2.2	2.7	2.1	-2.1	-6.3	2.1	0.0	33%	0%	0%	0%	0%	8%	0%	0%	14%	6%	39%	100%	100%
25	03/24	10,903	-3.7	1.31	2.1	2.1	2.1	2.0	-1.9	-5.7	2.0	0.1	5%	0%	0%	0%	0%	0%	0%	0%	28%	36%	31%	100%	100%
Avg		149,890	-2.5	3.48	2.0	1.7	2.2	1.6	-1.7	-5.2	1.6	-0.1	57%	0%	0%	0%	0%	4%	0%	0%	10%	6%	22%	99%	99%
Port		353,483	-1.8	1.40	0.9	0.8	0.9	0.7	-0.8	-2.3	0.7	0.0	49%	0%	0%	0%	0%	0%	0%	0%	0%	2%	49%	100%	100%
Diff		203,594	0.6	-2.08	-1.1	-0.9	-1.3	-0.9	0.9	2.9	-0.9	0.0	-8%	0%	0%	0%	0%	-4%	0%	0%	-10%	-3%	27%	1%	1%

* Peer group includes Public Entitys that have received portfolio analysis from Stifel in the last three months with the closest portfolio book values.

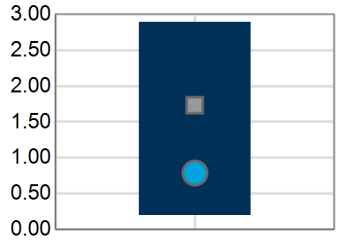
Summary Peer Comparison

Yield and Average Life Peer Comparison

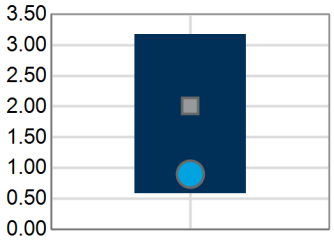
Yield at Book



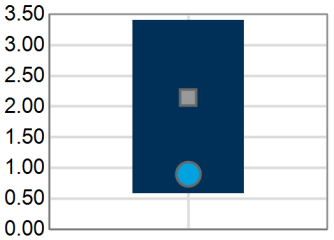
Down 100 Avg Life



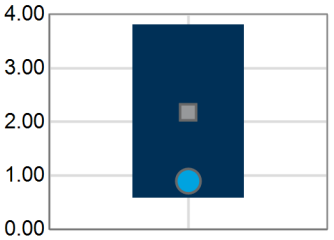
Base Avg Life



Up 100 Avg Life

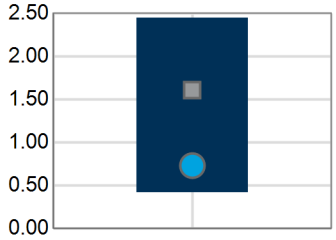


Up 300 Avg Life

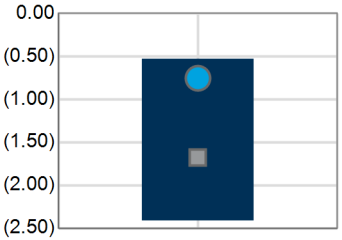


Price Risk Peer Comparison

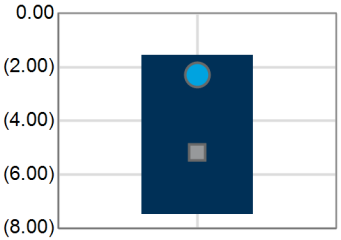
Down 100 Px Chg



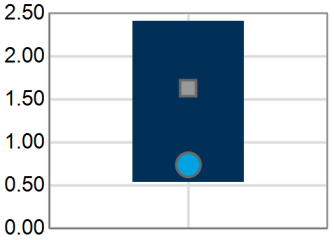
Up 100 Px Chg



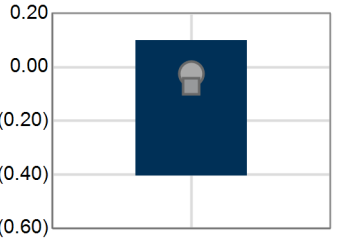
Up 300 Px Chg



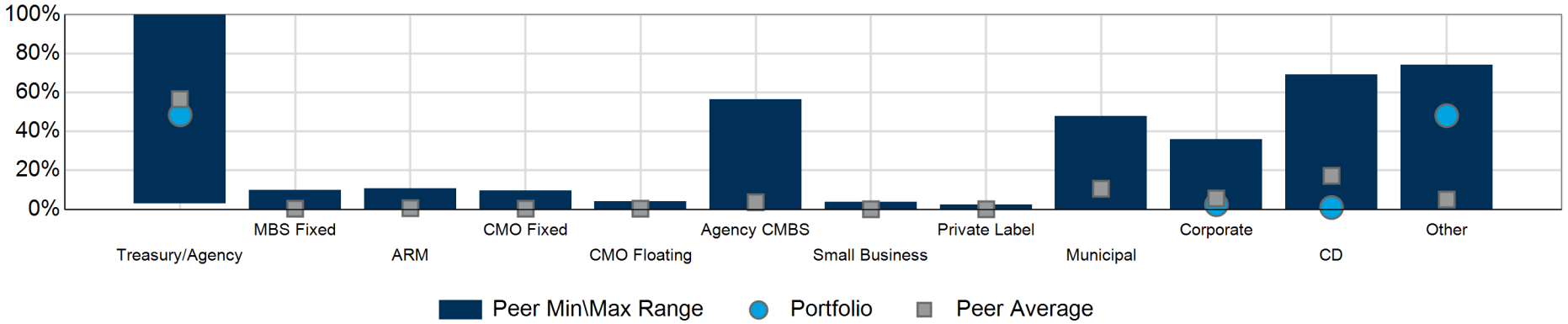
Effective Duration



Effective Convexity



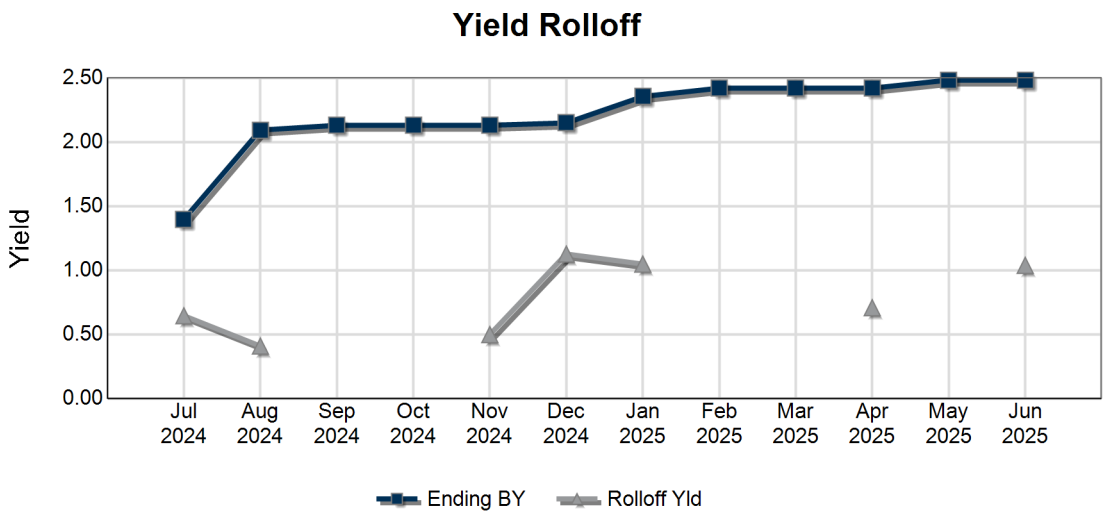
Porfolio vs. Peer Allocations



Each box contains the range of your peer group, the top and bottom of the boxes being the max and min. The gray box is the avg. of your peers within the range and the blue dot represents your position.

Cash Flow and Rolloff Yield - Next 12 Months

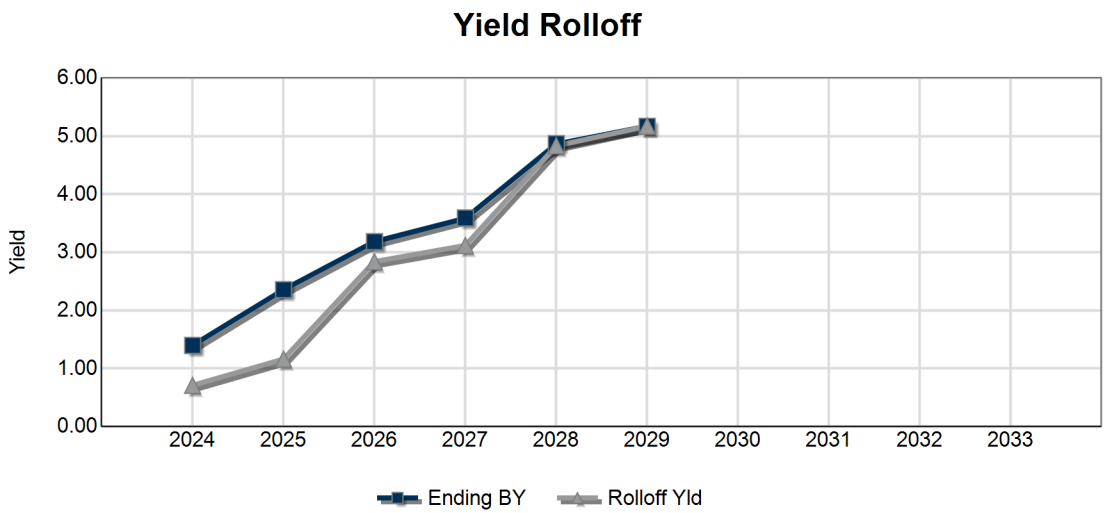
Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Jul 2024	1.40	170,093	0.65	2.09
Aug 2024	2.09	4,000	0.41	2.13
Sep 2024	2.13	0		2.13
Oct 2024	2.13	0		2.13
Nov 2024	2.13	2,000	0.50	2.15
Dec 2024	2.15	29,750	1.13	2.36
Jan 2025	2.36	7,000	1.05	2.42
Feb 2025	2.42	0		2.42
Mar 2025	2.42	0		2.42
Apr 2025	2.42	5,000	0.71	2.48
May 2025	2.48	0		2.48
Jun 2025	2.48	15,000	1.04	2.66



Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
Jul 2024	185,213	180,173	180,173	170,306	170,306	170,306	170,306
Aug 2024	4,239	4,239	4,239	4,239	4,239	4,239	4,239
Sep 2024	213	213	213	349	349	349	349
Oct 2024	71	151	151	151	151	151	151
Nov 2024	2,468	2,468	2,468	2,363	2,363	2,363	2,363
Dec 2024	30,941	30,941	30,941	30,451	30,451	30,451	30,451
Jan 2025	7,114	7,114	7,114	7,115	7,115	7,115	7,115
Feb 2025	231	231	231	232	232	232	232
Mar 2025	211	211	211	349	349	349	349
Apr 2025	5,070	5,150	5,150	5,151	5,151	5,151	5,151
May 2025	218	218	218	360	360	360	360
Jun 2025	18,840	18,840	16,015	15,532	15,532	15,532	15,532

Cash Flow and Rolloff Yield - Next 10 Years

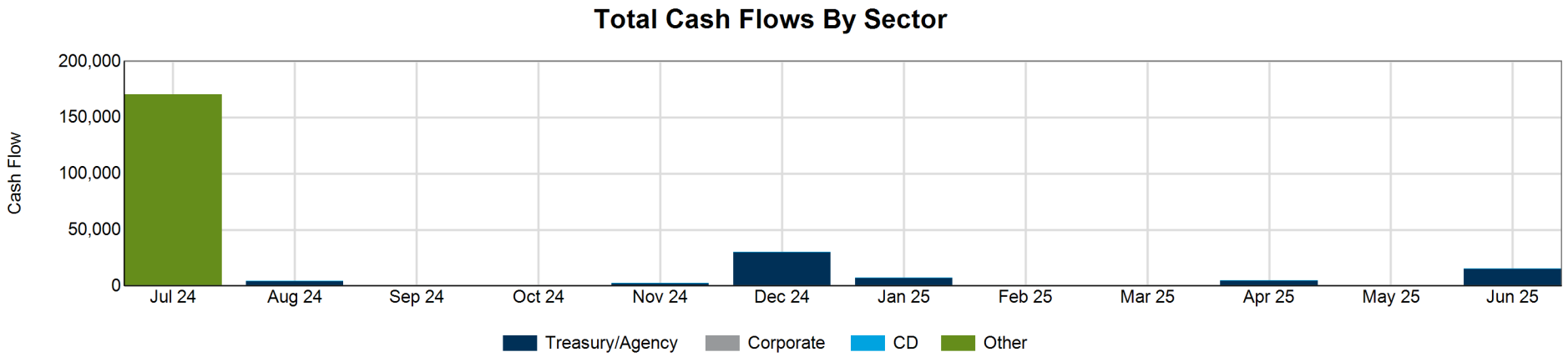
Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2024	1.40	205,843	0.71	2.36
2025	2.36	60,460	1.16	3.18
2026	3.18	46,915	2.84	3.59
2027	3.59	29,480	3.12	4.86
2028	4.86	9,805	4.83	5.17
2029	5.17	980	5.17	
2030				
2031				
2032				
2033				



Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
2024	223,145	218,185	218,185	207,859	207,859	207,859	207,859
2025	67,312	66,463	63,704	63,807	63,807	63,807	63,807
2026	47,705	48,888	48,781	49,266	49,266	49,266	49,266
2027	19,622	24,707	24,850	30,547	30,547	30,547	30,547
2028	1,556	1,561	4,689	10,114	10,114	10,114	10,114
2029	251	251	251	1,005	1,005	1,005	1,005

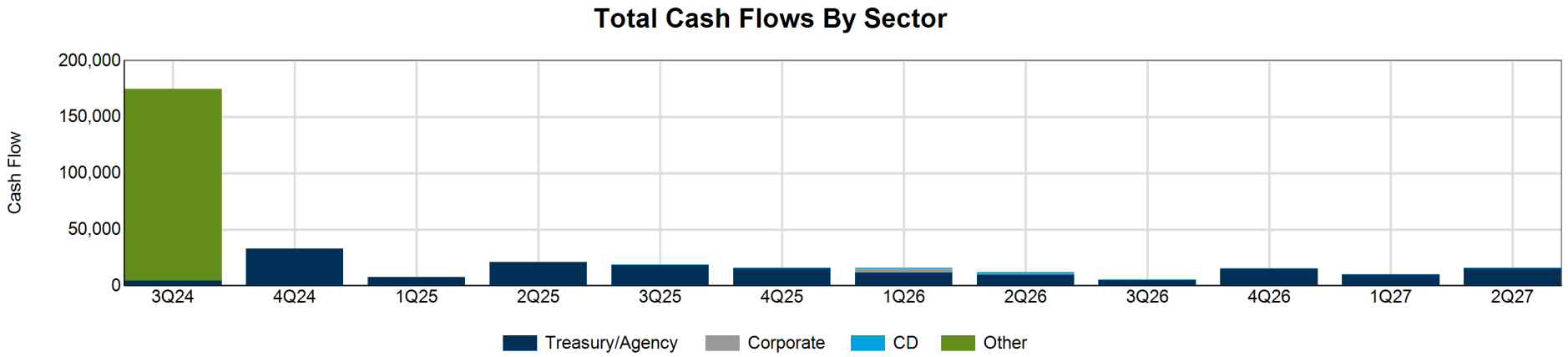
Sector Cash Flow - Next 12 Months

		Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Bk Yld Chg
Treasury/Agency	Cash Flow	48	4,222	298	138	2,343	30,375	7,048	215	298	5,138	341	15,456	
	End BY	1.96	1.99	1.99	1.99	2.01	2.20	2.27	2.27	2.27	2.33	2.33	2.51	0.55
Corporate	Cash Flow	63	12	47	8	9	19	63	12	47	8	9	19	
	End BY	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	3.73	0.00
CD	Cash Flow	4	4	4	4	10	58	4	4	4	4	10	58	
	End BY	5.01	5.01	5.01	5.01	5.01	5.01	5.01	5.01	5.01	5.01	5.01	5.01	0.00
Other	Cash Flow	170,191												
	End BY													
Total	Cash Flow	170,306	4,239	349	151	2,363	30,451	7,115	232	349	5,151	360	15,532	
	End BY	2.09	2.13	2.13	2.13	2.15	2.36	2.42	2.42	2.42	2.48	2.48	2.66	0.57



Sector Cash Flow - Next 3 Years

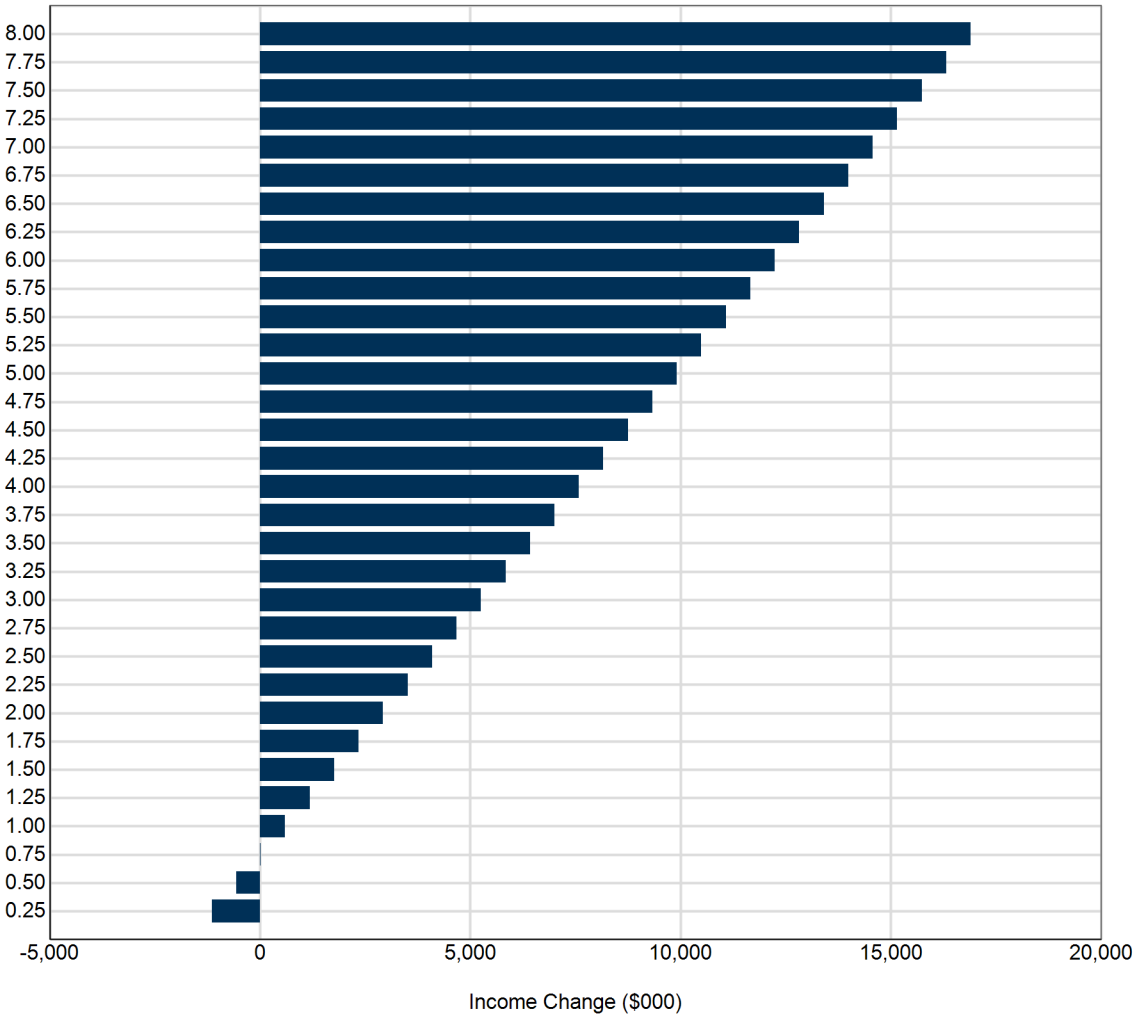
		3Q24	4Q24	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	Bk Yld Chg
Treasury/Agency	Cash Flow	4,568	32,856	7,561	20,934	18,834	15,991	11,635	9,710	5,011	15,587	10,124	15,490	
	End BY	1.99	2.20	2.27	2.51	2.82	3.04	3.03	3.08	2.82	3.48	4.28	4.78	2.79
Corporate	Cash Flow	122	36	122	36	122	36	4,122	1,036	549	18	41	518	
	End BY	3.73	3.73	3.73	3.73	3.73	3.73	3.79	3.81	3.92	3.92	3.92	4.05	0.32
CD	Cash Flow	13	73	13	72	13	73	13	1,538	13	36	13	36	
	End BY	5.01	5.01	5.01	5.01	5.01	5.01	5.01	5.02	5.02	5.02	5.02	5.02	0.01
Other	Cash Flow	170,191												
	End BY													
Total	Cash Flow	174,894	32,965	7,696	21,043	18,969	16,099	15,770	12,283	5,573	15,640	10,178	16,043	
	End BY	2.13	2.36	2.42	2.66	2.97	3.18	3.17	3.18	2.96	3.59	4.29	4.69	2.55



Gap Analysis - Potential Income Impact of Principal Reinvestment

Principal Maturing(12 Mo.Horizon): $232,843
Current Yield at Book of Principal Maturing: 0.74%
Est. Annual Income at Current Yield at Book: $1,727

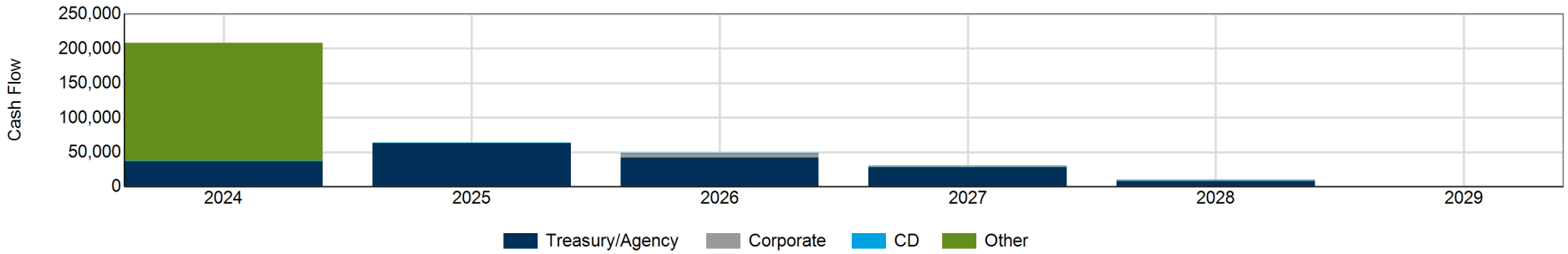
Estimated Impact on Income at Various Reinvestment Yields



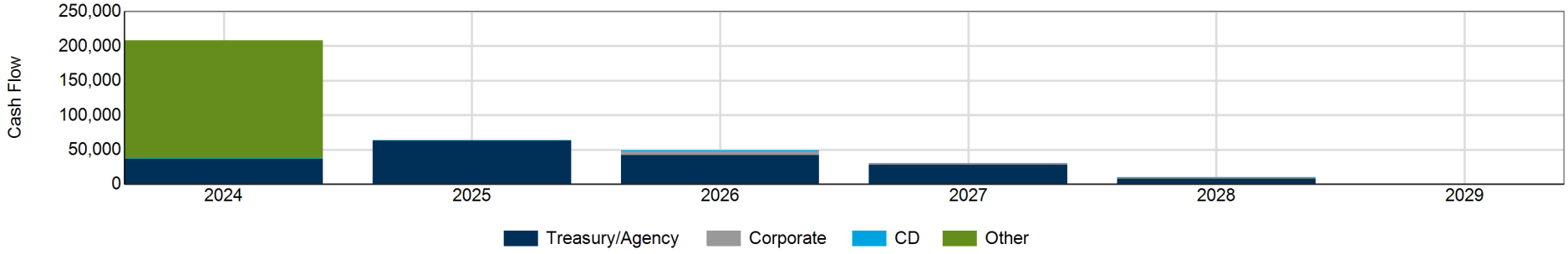
Assumed Reinvestment Yield	Estimated Annualized Income	Income Difference from Current Book	Resulting Yield at Book
0.25	582	-1,145	1.07
0.50	1,164	-563	1.24
0.75	1,746	19	1.40
1.00	2,328	601	1.57
1.25	2,911	1,183	1.73
1.50	3,493	1,765	1.90
1.75	4,075	2,347	2.06
2.00	4,657	2,929	2.23
2.25	5,239	3,512	2.39
2.50	5,821	4,094	2.56
2.75	6,403	4,676	2.72
3.00	6,985	5,258	2.89
3.25	7,567	5,840	3.05
3.50	8,150	6,422	3.21
3.75	8,732	7,004	3.38
4.00	9,314	7,586	3.54
4.25	9,896	8,168	3.71
4.50	10,478	8,751	3.87
4.75	11,060	9,333	4.04
5.00	11,642	9,915	4.20
5.25	12,224	10,497	4.37
5.50	12,806	11,079	4.53
5.75	13,388	11,661	4.70
6.00	13,971	12,243	4.86
6.25	14,553	12,825	5.03
6.50	15,135	13,407	5.19
6.75	15,717	13,989	5.36
7.00	16,299	14,572	5.52
7.25	16,881	15,154	5.69
7.50	17,463	15,736	5.85
7.75	18,045	16,318	6.01
8.00	18,627	16,900	6.18

Shocked Cash Flows By Sector - Next 10 Years

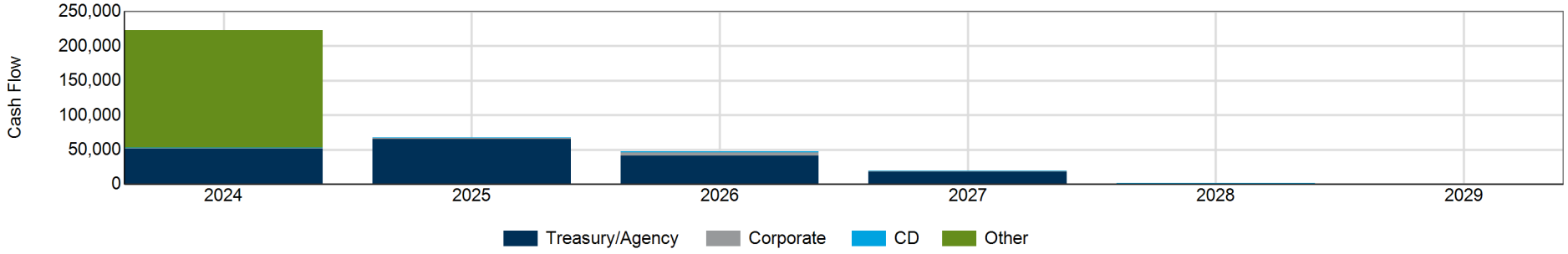
+400 Scenario



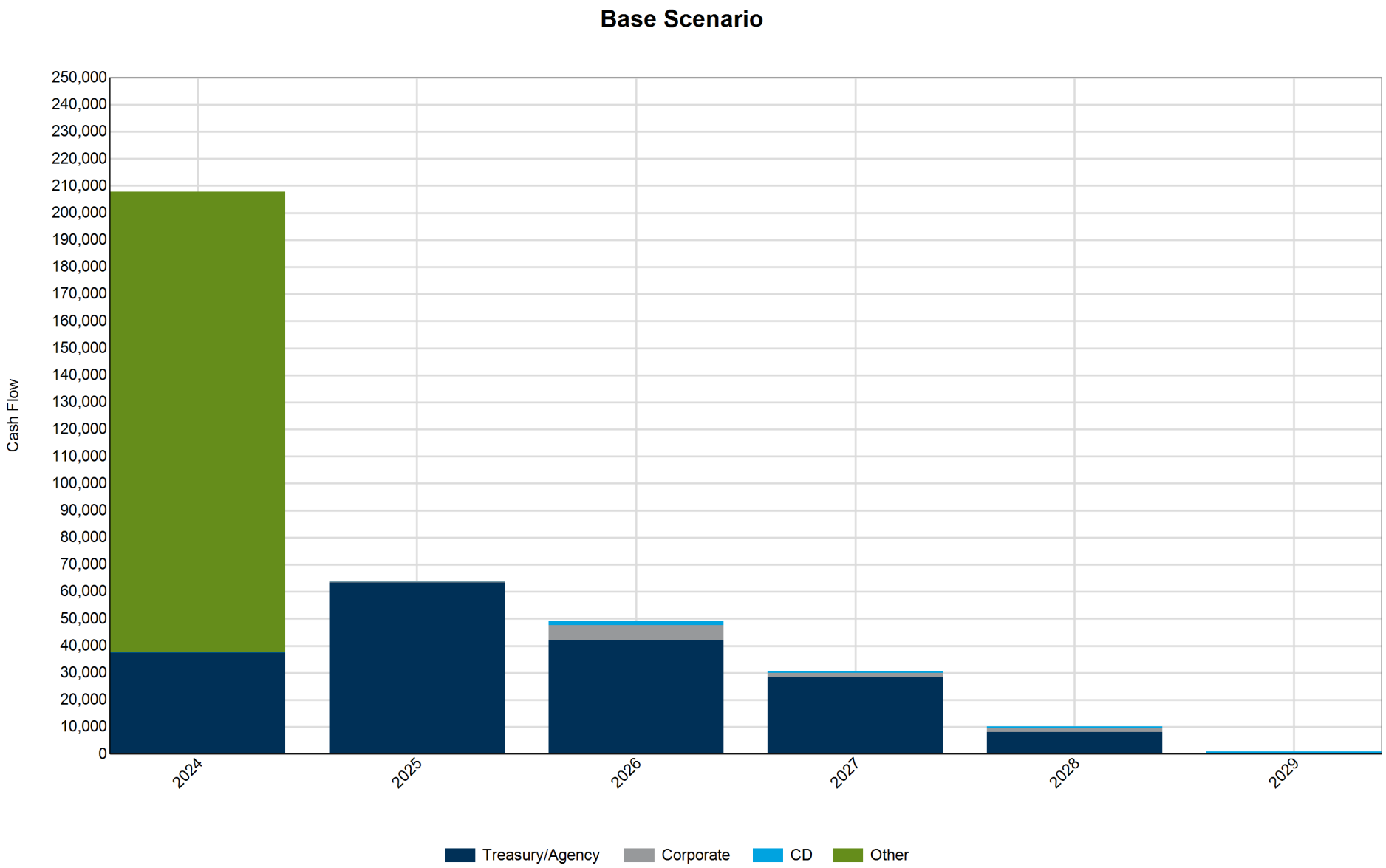
Base Scenario



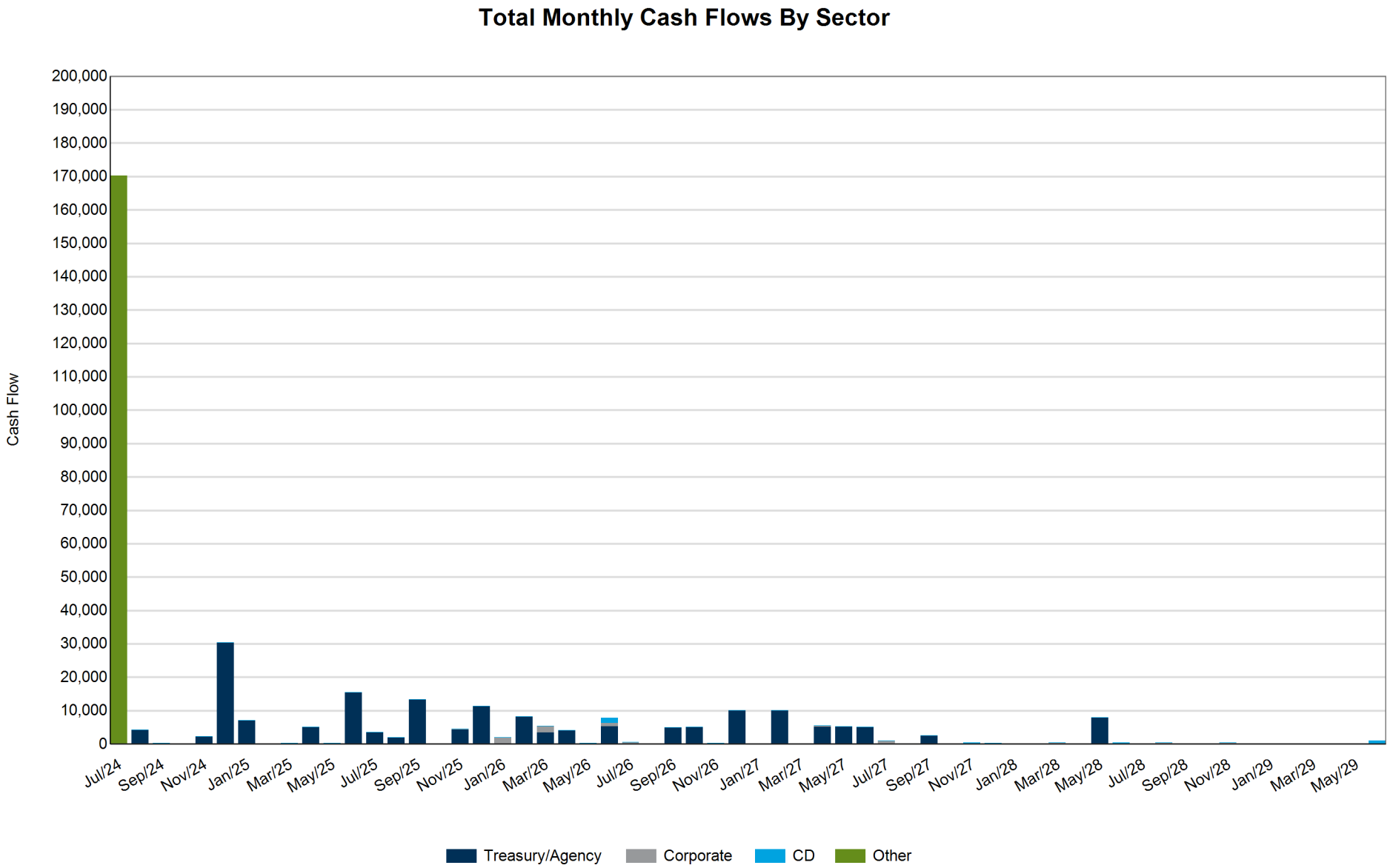
-300 Scenario



Cash Flows By Sector - Next 30 Years

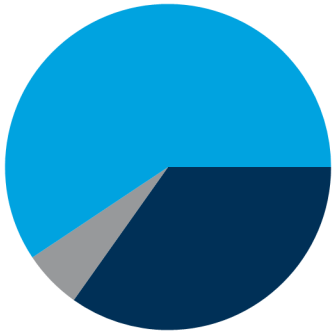


Cash Flow Projection By Month - Next 5 Years



Agency - Summary

Subsector



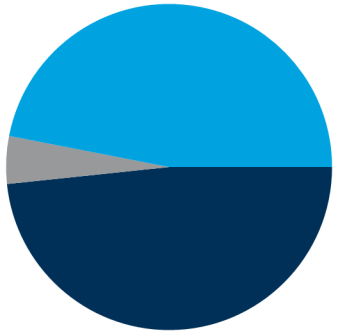
Treasury (35%)
Callable Agency (59%)
Agency Bullet (6%)

Issuer



FFCB (25%)
FNMA (4%)
Other (45%)
FHLB (26%)

Call Type



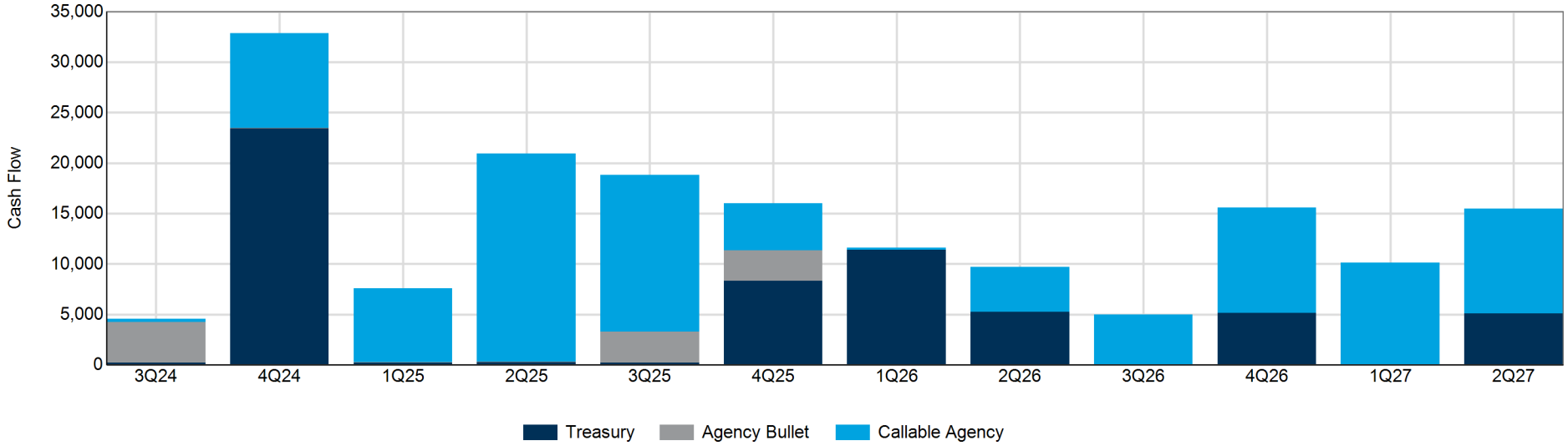
Anytime (48%)
Quarterly (47%)
Monthly (5%)

Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	% Px Δ -100 +300	Dur Base	Cvx Base	AFS %
				1.5 yrs	100.00		97.32		-1,602	-2.7%	1.45	1.4	1.37	0.04	
Treasury (13)	34.8%	59,700	2.32		59,700	2.32	58,098	4.97	-3,904	-6.5%	1.45	-4.0			100.0%
				0.8 yrs	100.00		97.37		-263	-2.6%	0.79	0.8	0.75	0.02	
Agency Bullet (4)	5.8%	10,000	1.22		10,000	1.22	9,737	5.22	-477	-4.8%	0.79	-2.2			100.0%
				1.7 yrs	100.00		95.74		-4,335	-4.3%	1.75	1.3	1.34	-0.11	
Callable Agency (21)	59.4%	101,775	1.82	0.2 yrs	101,775	1.81	97,440	5.16	-8,566	-8.4%	1.75	-4.3			100.0%
				1.6 yrs	100.00		96.38		-6,201	-3.6%	1.59	1.3	1.32	-0.05	
Total (38)	100.0%	171,475	1.96	0.2 yrs	171,475	1.96	165,274	5.10	-12,947	-7.6%	1.59	-4.1			100.0%

Agency - Sector Cash Flow and Yield Rolloff - Next 3 Years

	3Q24	4Q24	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	Bk Yld Chg
Cash Flow	4,568	32,856	7,561	20,934	18,834	15,991	11,635	9,710	5,011	15,587	10,124	15,490	
End BY	1.99	2.20	2.27	2.51	2.82	3.04	3.03	3.08	2.82	3.48	4.28	4.78	2.79
Cash Flow	4,568	32,856	7,561	20,934	18,834	15,991	11,635	9,710	5,011	15,587	10,124	15,490	
End BY	1.99	2.20	2.27	2.51	2.82	3.04	3.03	3.08	2.82	3.48	4.28	4.78	2.79

Total Cash Flows By Subsector



Shocked Agency Projected Call Schedule

	Callable Agency Rate Shock Analysis – Projected Par Value Redeemed at NEXT Call Date – Monthly								
	-100	-75	-50	-25	0	25	50	75	100
Jun 24	-	-	-	-	-	-	-	-	-
Jul 24	9,750	9,750	4,750	-	-	-	-	-	-
Aug 24	-	-	-	-	-	-	-	-	-
Sep 24	-	-	-	-	-	-	-	-	-
Oct 24	-	-	-	-	-	-	-	-	-
Nov 24	-	-	-	-	-	-	-	-	-
Dec 24	-	-	-	-	-	-	-	-	-
Jan 25	-	-	-	-	-	-	-	-	-
Feb 25	-	-	-	-	-	-	-	-	-
Mar 25	-	-	-	-	-	-	-	-	-
Apr 25	-	-	-	-	-	-	-	-	-
May 25	-	-	-	-	-	-	-	-	-

	Callable Agency Rate Shock Analysis – Projected Par Value Redeemed at NEXT Call Date – Quarterly								
	-100	-75	-50	-25	0	25	50	75	100
2Q24	-	-	-	-	-	-	-	-	-
3Q24	9,750	9,750	4,750	-	-	-	-	-	-
4Q24	-	-	-	-	-	-	-	-	-
1Q25	-	-	-	-	-	-	-	-	-
2Q25	-	-	-	-	-	-	-	-	-
3Q25	-	-	-	-	-	-	-	-	-
4Q25	-	-	-	-	-	-	-	-	-
1Q26	-	-	-	-	-	-	-	-	-
2Q26	5,000	5,000	5,000	5,000	-	-	-	-	-
3Q26	-	-	-	-	-	-	-	-	-
4Q26	-	-	-	-	-	-	-	-	-
1Q27	-	-	-	-	-	-	-	-	-
2Q27	-	-	-	-	-	-	-	-	-
3Q27	-	-	-	-	-	-	-	-	-
4Q27	-	-	-	-	-	-	-	-	-
1Q28	-	-	-	-	-	-	-	-	-

Shocked Agency Projected Call Schedule - Next 12 Months

	-300	-200	-100	Base	+100	+200	+300
Jun 24	-	-	-	-	-	-	-
Jul 24	14,750	9,750	9,750	-	-	-	-
Aug 24	-	-	-	-	-	-	-
Sep 24	-	-	-	-	-	-	-
Oct 24	-	-	-	-	-	-	-
Nov 24	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Dec 24	6,750	6,750	6,750	6,750	6,750	6,750	6,750
Jan 25	7,000	7,000	7,000	7,000	7,000	7,000	7,000
Feb 25	-	-	-	-	-	-	-
Mar 25	-	-	-	-	-	-	-
Apr 25	5,000	5,000	5,000	5,000	5,000	5,000	5,000
May 25	-	-	-	-	-	-	-

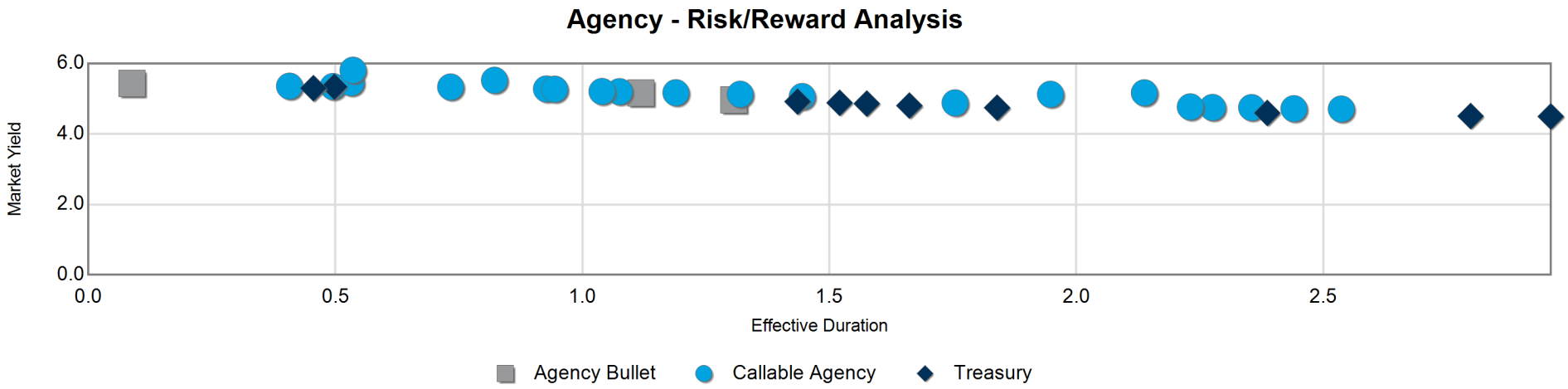
Agency Projected Call Report - CUSIP Level

Sec No.	CUSIP	Issuer	Cpn	Cpn Type	Maturity	Par Value	Next Call	Call Type	Mkt Price	Gain/ Loss	Projected Shocked Call Dates						
											-300	-200	-100	Base	+100	+200	+300
15	3133EPKC8	FFCB	5.39	Fixed	05/18/27	5,000	07/17/24	Anytime	99.632	-18	07/24	07/24	07/24	05/27	05/27	05/27	05/27
13	3130AXAP3	FHLB	5.75	Fixed	09/21/26	4,750	07/17/24	Anytime	99.861	-7	07/24	07/24	07/24	09/26	09/26	09/26	09/26
6	3134GWNG7	FHLMC	0.50	Fixed	11/27/24	2,000	08/27/24	Quarterly	98.063	-39	11/24	11/24	11/24	11/24	11/24	11/24	11/24
10	3130AQDY6	FHLB	1.00	Fixed	12/30/24	6,750	07/17/24	Anytime	97.882	-143	12/24	12/24	12/24	12/24	12/24	12/24	12/24
12	3130AQEA7	FHLB	1.05	Fixed	01/14/25	7,000	10/14/24	Quarterly	97.689	-162	01/25	01/25	01/25	01/25	01/25	01/25	01/25
14	3133EMUP5	FFCB	0.71	Fixed	04/01/25	5,000	07/17/24	Anytime	96.629	-169	04/25	04/25	04/25	04/25	04/25	04/25	04/25
16	3133ELK37	FFCB	0.78	Fixed	06/16/25	5,000	07/17/24	Anytime	95.835	-208	06/25	06/25	06/25	06/25	06/25	06/25	06/25
17	3133ENHW3	FFCB	1.17	Fixed	06/23/25	10,000	07/17/24	Anytime	96.127	-387	06/25	06/25	06/25	06/25	06/25	06/25	06/25
18	3136G4ZP1	FNMA	0.65	Fixed	07/30/25	3,500	07/30/24	Quarterly	95.258	-166	07/25	07/25	07/25	07/25	07/25	07/25	07/25
19	3133EL3P7	FFCB	0.53	Fixed	08/12/25	1,810	07/17/24	Anytime	94.992	-91	08/25	08/25	08/25	08/25	08/25	08/25	08/25
23	3134GWUG9	FHLMC	0.57	Fixed	09/24/25	10,000	09/24/24	Quarterly	94.566	-543	09/25	09/25	09/25	09/25	09/25	09/25	09/25
26	3134GXBM5	FHLMC	0.60	Fixed	11/12/25	1,150	08/12/24	Quarterly	94.093	-68	11/25	11/25	11/25	11/25	11/25	11/25	11/25
30	3130AMRQ7	FHLB	0.88	Fixed	12/30/25	3,000	09/30/24	Quarterly	94.019	-179	12/25	12/25	12/25	12/25	12/25	12/25	12/25
42	3130AN5C0	FHLB	1.05	Fixed	04/29/26	4,000	07/29/24	Quarterly	93.360	-266	04/26	04/26	04/26	04/26	04/26	04/26	04/26
53	3133ERCX7	FFCB	5.17	Fixed	05/01/28	5,000	05/01/26	Anytime	99.989	-1	05/26	05/26	05/26	05/28	05/28	05/28	05/28
54	3134GW4C7	FHLMC	0.80	Fixed	10/27/26	5,000	07/27/24	Quarterly	91.354	-432	10/26	10/26	10/26	10/26	10/26	10/26	10/26
57	3133ENJC5	FFCB	1.29	Fixed	12/22/26	5,000	07/17/24	Anytime	91.996	-400	12/26	12/26	12/26	12/26	12/26	12/26	12/26
59	3130AQRH8	FHLB	2.00	Fixed	02/25/27	5,000	08/25/24	Quarterly	93.288	-336	02/27	02/27	02/27	02/27	02/27	02/27	02/27
61	3130AL5A8	FHLB	0.90	Fixed	02/26/27	5,000	08/26/24	Quarterly	90.591	-470	02/27	02/27	02/27	02/27	02/27	02/27	02/27
55	3130ARHJ3	FHLB	3.18	Fixed	04/19/27	5,000	07/19/24	Monthly	95.895	-205	07/24	04/27	04/27	04/27	04/27	04/27	04/27
52	3133EPLE3	FFCB	4.67	Fixed	05/30/28	2,815	05/30/25	Anytime	98.383	-46	06/25	06/25	05/28	05/28	05/28	05/28	05/28

Agency Projected Call Report - CUSIP Level

Sec No.	CUSIP	Issuer	Cpn	Cpn Type	Maturity	Par Value	Next Call	Call Type	Mkt Price	Gain/ Loss	Projected Shocked Call Dates						
											-300	-200	-100	Base	+100	+200	+300
			1.82			101,775			95.740	-4,335							

Agency - Risk/Reward Analysis



Top 5 Market Yields

CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ Up 300
3130AXAP3	FHLB 5 3/4 09/21/26	Callable Agency	4,743	5.81%	0.54	-4.0
3133EPKC8	FFCB 5.39 05/18/27	Callable Agency	4,982	5.53%	0.82	-5.2
3130AQEA7	FHLB 1.05 01/14/25	Callable Agency	6,838	5.46%	0.53	-1.6
3130AMHH8	FHLB 0.41 08/01/24	Agency Bullet	3,983	5.44%	0.09	-0.3
3134GWNG	FHLMC 0 1/2 11/27/24	Callable Agency	1,961	5.36%	0.41	-1.2

Bottom 5 Market Yields

CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ Up 300
91282CFM8	T 4 1/8 09/30/27	Treasury	2,472	4.50%	2.96	-8.5
91282CEW7	T 3 1/4 06/30/27	Treasury	4,825	4.51%	2.80	-7.9
912828YX2	T 1 3/4 12/31/26	Treasury	4,667	4.60%	2.39	-6.8
3130AL5A8	FHLB 0.9 02/26/27	Callable Agency	4,530	4.71%	2.54	-7.3
3130AQRH8	FHLB 2 02/25/27	Callable Agency	4,664	4.72%	2.44	-7.2

Top 5 Price Volatility (% price change +300)

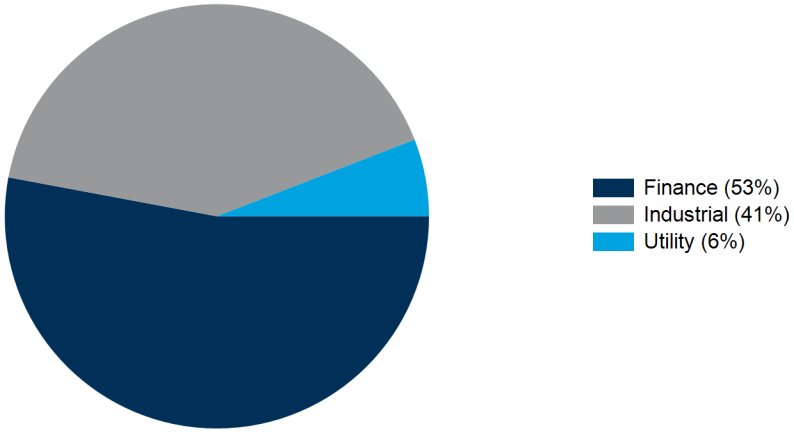
CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	% Px Δ Up 300
91282CFM8	T 4 1/8 09/30/27	Treasury	2,472	4.50%	2.96	-8.5
3133EPLE3	FFCB 4.67 05/30/28	Callable Agency	2,769	5.13%	1.95	-8.0
91282CEW7	T 3 1/4 06/30/27	Treasury	4,825	4.51%	2.80	-7.9
3133ERCX7	FFCB 5.17 05/01/28	Callable Agency	4,999	5.17%	2.14	-7.7
3130AL5A8	FHLB 0.9 02/26/27	Callable Agency	4,530	4.71%	2.54	-7.3

Next 5 Projected Redemptions

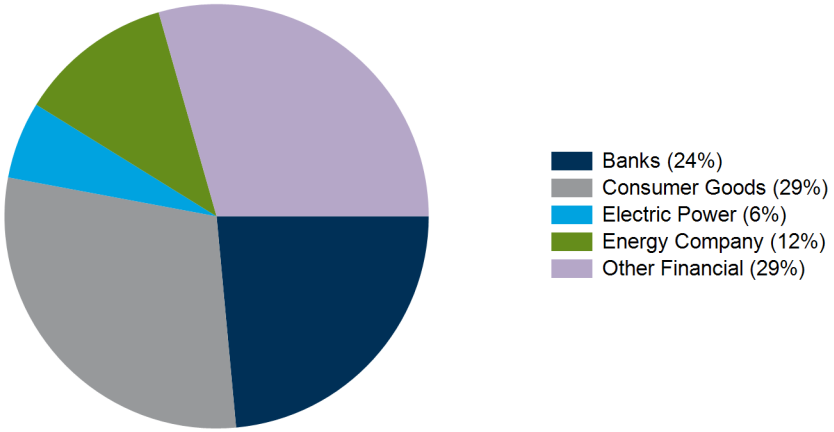
CUSIP	Security Description	Subsector	Mkt Value	Mkt Yld	Eff. Dur	Mat/Call
3130AMHH8	FHLB 0.41 08/01/24	Agency Bullet	3,983	5.44%	0.09	08/01/24
3134GWNG	FHLMC 0 1/2 11/27/24	Callable Agency	1,961	5.36%	0.41	11/01/24
9128283P3	T 2 1/4 12/31/24	Treasury	2,955	5.34%	0.50	12/01/24
3130AQDY6	FHLB 1 12/30/24	Callable Agency	6,607	5.35%	0.50	12/01/24
91282CDN8	T 1 12/15/24	Treasury	9,808	5.30%	0.46	12/01/24

Corporate - Summary

Sector Allocation



Industry Allocation



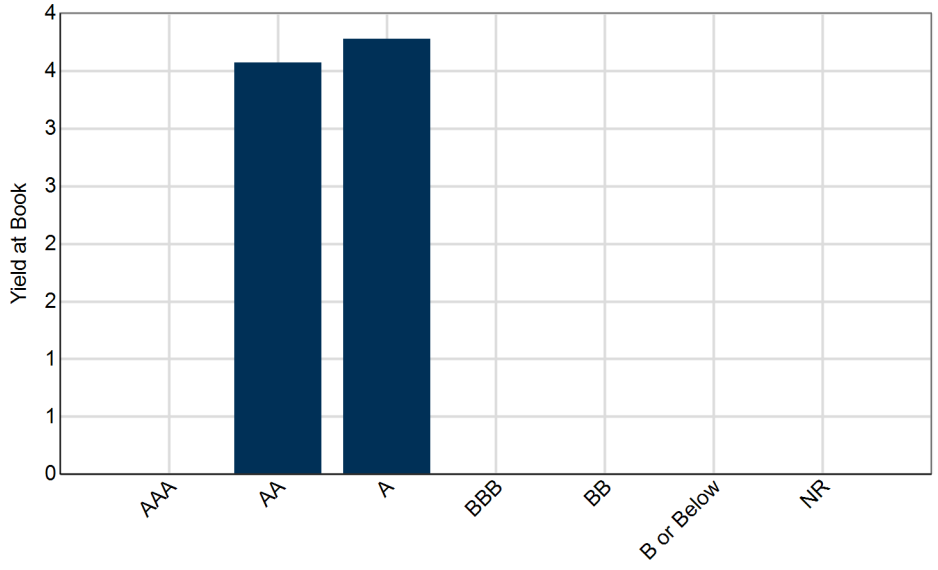
Subsector	Sector %	Par Value	Cpn	Maturity	Moody's S&P	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	% Px Δ -100 +300	Dur Base	Cvx Base	AFS %
					A1	100.00		96.18		-172	-3.8%	2.48	2.3	2.25	0.05	
Finance (9)	52.9%	4,500	3.49	2.5 yrs	A	4,500	3.49	4,328	5.31	-455	-10.1%	2.48	-6.5			100.0%
					Aa2	100.00		97.62		-83	-2.4%	1.93	1.8	1.76	0.04	
Industrial (4)	41.2%	3,500	3.86	1.9 yrs	AA-	3,500	3.86	3,417	5.05	-260	-7.4%	1.93	-5.2			100.0%
					A1	100.00		99.42		-3	-0.6%	4.13	3.7	3.58	0.16	
Utility (1)	5.9%	500	4.95	4.1 yrs	A	500	4.95	497	5.11	-54	-10.8%	4.13	-10.2			100.0%
					Aa3	100.00		96.96		-258	-3.0%	2.35	2.2	2.13	0.05	
Total (14)	100.0%	8,500	3.73	2.3 yrs	A+	8,500	3.73	8,242	5.19	-768	-9.0%	2.35	-6.2			100.0%

Corporate - Rating Summary

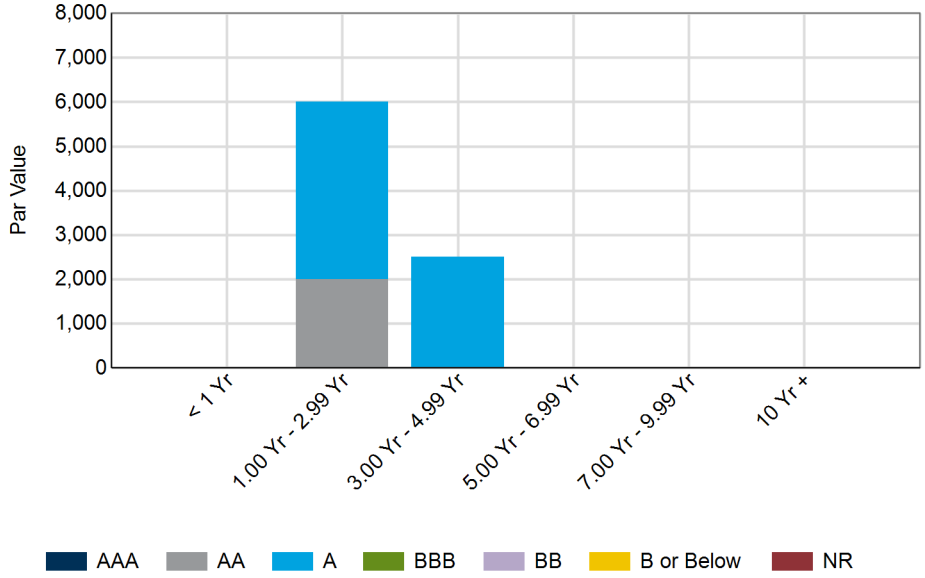
Combined Rating Summary				
Combined Rating	% Balance	Par Value	Yield at Book	Eff. Duration
AAA	-	-	-	-
AA	23.5%	2,000	3.57	1.50
A	76.5%	6,500	3.78	2.32
BBB	-	-	-	-
BB	-	-	-	-
B or Below	-	-	-	-
NR	-	-	-	-

Maturity Summary				
Maturity Range	% Balance	Par Value	Yield at Book	Combined Rating
< 1 Yr	-	-	-	-
1.00 Yr - 2.99 Yr	70.6%	6,000	3.59	AA-
3.00 Yr - 4.99 Yr	29.4%	2,500	4.05	A+
5.00 Yr - 6.99 Yr	-	-	-	-
7.00 Yr - 9.99 Yr	-	-	-	-
10 Yr +	-	-	-	-

Yield at Book by Combined Rating

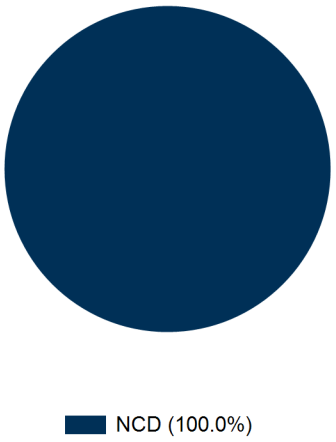


Combined Rating Distribution By Maturity

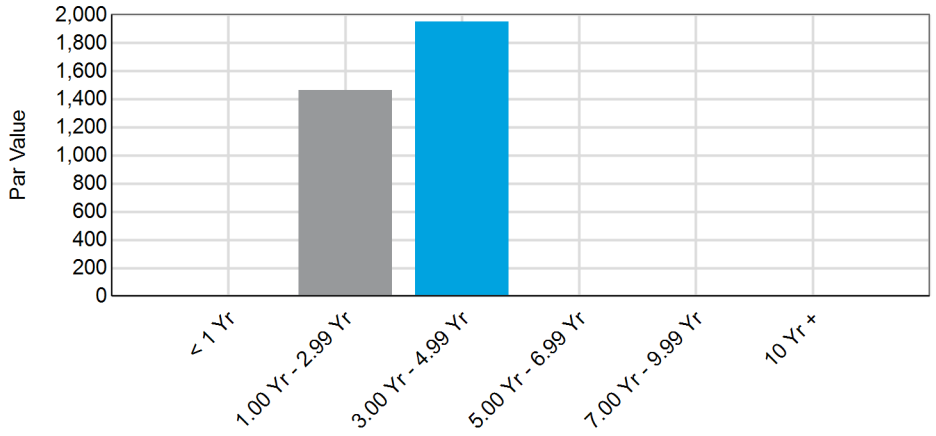


CD - Summary

Subsector

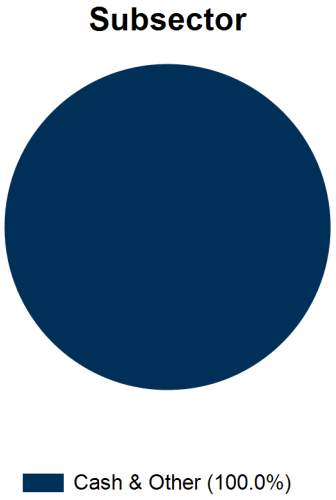


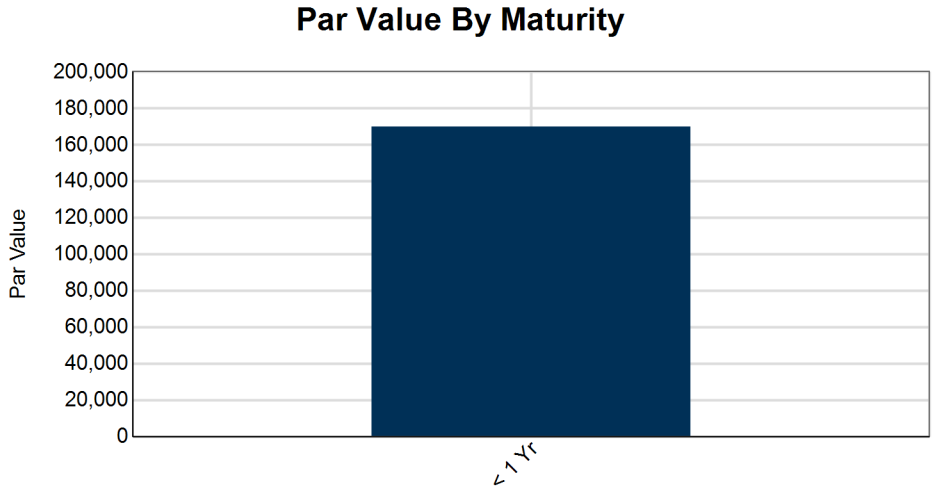
Par Value By Maturity



Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base	Cvx Base	AFS %
				3.3 yrs	100.00		99.70		-10	-0.3%	3.32	1.9	1.98	-0.27	
NCD (14)	100.0%	3,415	4.99	0.9 yrs	3,415	5.01	3,405	5.10	-248	-7.3%	3.32	-7.0			100.0%
				3.3 yrs	100.00		99.70		-10	-0.3%	3.32	1.9	1.98	-0.27	
Total (14)	100.0%	3,415	4.99	0.9 yrs	3,415	5.01	3,405	5.10	-248	-7.3%	3.32	-7.0			100.0%

Other - Summary





Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base	Cvx Base	AFS %
				0.1 yrs	100.00		100.00		0	0.0%	0.08	0.1	0.09	0.00	
Cash & Other (4)	100.0%	170,093	0.65		170,093	0.65	170,093	0.65	-436	-0.3%	0.08	-0.3			100.0%
				0.1 yrs	100.00		100.00		0	0.0%	0.08	0.1	0.09	0.00	
Total (4)	100.0%	170,093	0.65		170,093	0.65	170,093	0.65	-436	-0.3%	0.08	-0.3			100.0%

Portfolio Considerations

Sector	Cnt	Cpn	Maturity	Par Value	Book Price	Market Price	Gain/ (Loss)	Yield @ Book	WAL	Eff. Dur	Historical CPR 1 Mo.	Historical CPR 3 Mo.	Historical CPR Life	Proj. CPR Life	Loan Count
Yield at Book < 2%	27	0.77	0.5 yrs	281,803	100.00	98.23	-5,000	0.77	0.5	0.49					
Treasury	4	1.15	0.9 yrs	25,000	100.00	97.13	-717	1.15	0.9	0.83					
Agency Bullet	2	0.45	0.6 yrs	7,000	100.00	97.28	-190	0.45	0.6	0.59					
Callable Agency	16	0.96	1.4 yrs	79,210	100.00	94.88	-4,059	0.95	1.4	1.29					
Finance	1	0.75	1.6 yrs	500	100.00	93.31	-33	0.75	1.6	1.52					
Cash & Other	4	0.65	0.1 yrs	170,093	100.00	100.00	0	0.65	0.1	0.09					

Key Portfolio Sorts

Top 10 Up 300 Market Value Changes (%)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
89235MPP0	NCD	TOYFBN 4.65 06/13/29	4.65	06/13/29	245	100.00	100.55	1	4.653	4.95	-12.08	-30	-28	4.36	AFS
05565QDH8	Finance	BPLN 3.723 11/28/28	3.72	11/28/28	500	100.00	95.05	-25	3.722	4.41	-11.04	-52	-77	3.91	AFS
797440CE2	Utility	SRE 4.95 08/15/28	4.95	08/15/28	500	100.00	99.42	-3	4.948	4.13	-10.25	-51	-54	3.58	AFS
718172CE7	Industrial	PM 3 1/8 03/02/28	3.13	03/02/28	500	100.00	93.10	-35	3.124	3.67	-9.50	-44	-79	3.32	AFS
09582YAV4	NCD	RICBVA 4.2 12/28/27	4.20	12/28/27	240	100.00	98.45	-4	4.202	3.49	-9.00	-21	-25	3.20	AFS
91282CFM8	Treasury	T 4 1/8 09/30/27	4.13	09/30/27	2,500	100.00	98.88	-28	4.124	3.25	-8.45	-209	-237	2.96	AFS
307811KA6	NCD	FMBKWI 5 06/14/28	5.00	06/14/28	245	100.00	99.59	-1	5.057	3.96	-8.10	-20	-21	2.30	AFS
69503PAB7	NCD	PACVYB 5.2 06/14/29	5.20	06/14/29	245	100.00	99.26	-2	5.203	4.96	-8.08	-20	-21	1.41	AFS
3133EPLE3	Callable Agency	FFCB 4.67 05/30/28	4.67	05/30/28	2,815	100.00	98.38	-46	4.669	3.92	-8.03	-223	-268	1.95	AFS
91282CEW7	Treasury	T 3 1/4 06/30/27	3.25	06/30/27	5,000	100.00	96.50	-175	3.249	3.00	-7.93	-383	-558	2.80	AFS
			3.93		12,790	100.00	97.53	-316	3.929	3.48	-8.44	-1,052	-1,368	2.74	

Top 10 Up 300 Market Value Changes ($)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
3133ERCX7	Callable Agency	FFCB 5.17 05/01/28	5.17	05/01/28	5,000	100.00	99.99	-1	5.168	3.84	-7.74	-387	-387	2.14	AFS
91282CEW7	Treasury	T 3 1/4 06/30/27	3.25	06/30/27	5,000	100.00	96.50	-175	3.249	3.00	-7.93	-383	-558	2.80	AFS
3130ARHJ3	Callable Agency	FHLB 3.175 04/19/27	3.18	04/19/27	5,000	100.00	95.90	-205	3.174	2.80	-7.20	-345	-551	2.28	AFS
3130AQRH8	Callable Agency	FHLB 2 02/25/27	2.00	02/25/27	5,000	100.00	93.29	-336	2.000	2.65	-7.15	-334	-669	2.44	AFS
3130AL5A8	Callable Agency	FHLB 0.9 02/26/27	0.90	02/26/27	5,000	100.00	90.59	-470	0.900	2.66	-7.27	-329	-800	2.54	AFS
3134GWUG9	Callable Agency	FHLMC 0.57 09/24/25	0.57	09/24/25	10,000	100.00	94.57	-543	0.570	1.23	-3.46	-327	-871	1.19	AFS
912828YX2	Treasury	T 1 3/4 12/31/26	1.75	12/31/26	5,000	100.00	93.34	-333	1.750	2.50	-6.81	-318	-651	2.39	AFS
3133ENJC5	Callable Agency	FFCB 1.29 12/22/26	1.29	12/22/26	5,000	100.00	92.00	-400	1.290	2.48	-6.77	-311	-712	2.36	AFS
3134GW4C7	Callable Agency	FHLMC 0.8 10/27/26	0.80	10/27/26	5,000	100.00	91.35	-432	0.800	2.33	-6.40	-293	-725	2.23	AFS
3133ENHW3	Callable Agency	FFCB 1.17 06/23/25	1.17	06/23/25	10,000	100.00	96.13	-387	1.170	0.98	-2.75	-265	-652	0.94	AFS
			1.82		60,000	100.00	94.53	-3,283	1.817	2.22	-5.80	-3,292	-6,575	1.95	

Key Portfolio Sorts

Top 10 Marked to Market Up 300 Loss Positions

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
3134GWUG9	Callable Agency	FHLMC 0.57 09/24/25	0.57	09/24/25	10,000	100.00	94.57	-543	0.570	1.23	-3.46	-327	-871	1.19	AFS
3130AL5A8	Callable Agency	FHLB 0.9 02/26/27	0.90	02/26/27	5,000	100.00	90.59	-470	0.900	2.66	-7.27	-329	-800	2.54	AFS
3134GW4C7	Callable Agency	FHLMC 0.8 10/27/26	0.80	10/27/26	5,000	100.00	91.35	-432	0.800	2.33	-6.40	-293	-725	2.23	AFS
3133ENJC5	Callable Agency	FFCB 1.29 12/22/26	1.29	12/22/26	5,000	100.00	92.00	-400	1.290	2.48	-6.77	-311	-712	2.36	AFS
3130AQRH8	Callable Agency	FHLB 2 02/25/27	2.00	02/25/27	5,000	100.00	93.29	-336	2.000	2.65	-7.15	-334	-669	2.44	AFS
3133ENHW3	Callable Agency	FFCB 1.17 06/23/25	1.17	06/23/25	10,000	100.00	96.13	-387	1.170	0.98	-2.75	-265	-652	0.94	AFS
912828YX2	Treasury	T 1 3/4 12/31/26	1.75	12/31/26	5,000	100.00	93.34	-333	1.750	2.50	-6.81	-318	-651	2.39	AFS
91282CEW7	Treasury	T 3 1/4 06/30/27	3.25	06/30/27	5,000	100.00	96.50	-175	3.249	3.00	-7.93	-383	-558	2.80	AFS
3130ARHJ3	Callable Agency	FHLB 3.175 04/19/27	3.18	04/19/27	5,000	100.00	95.90	-205	3.174	2.80	-7.20	-345	-551	2.28	AFS
3130AN5C0	Callable Agency	FHLB 1.05 04/29/26	1.05	04/29/26	4,000	100.00	93.36	-266	1.050	1.83	-5.07	-189	-455	1.75	AFS
			1.48		59,000	100.00	93.99	-3,548	1.481	2.06	-5.58	-3,095	-6,642	1.92	

Top 10 Average Life Extension Up 300bps

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	% Px Δ +300	Eff. Dur	WAL	WAL +300	Chg in WAL	INT
3134GWUG9	Callable Agency	FHLMC 0.57 09/24/25	0.57	09/24/25	10,000	100.00	94.57	-543	0.570	-3.46	1.19	1.23	1.23	0.00	AFS
3130AL5A8	Callable Agency	FHLB 0.9 02/26/27	0.90	02/26/27	5,000	100.00	90.59	-470	0.900	-7.27	2.54	2.66	2.66	0.00	AFS
3134GW4C7	Callable Agency	FHLMC 0.8 10/27/26	0.80	10/27/26	5,000	100.00	91.35	-432	0.800	-6.40	2.23	2.33	2.33	0.00	AFS
3133ENJC5	Callable Agency	FFCB 1.29 12/22/26	1.29	12/22/26	5,000	100.00	92.00	-400	1.290	-6.77	2.36	2.48	2.48	0.00	AFS
3130AQRH8	Callable Agency	FHLB 2 02/25/27	2.00	02/25/27	5,000	100.00	93.29	-336	2.000	-7.15	2.44	2.65	2.65	0.00	AFS
3133ENHW3	Callable Agency	FFCB 1.17 06/23/25	1.17	06/23/25	10,000	100.00	96.13	-387	1.170	-2.75	0.94	0.98	0.98	0.00	AFS
912828YX2	Treasury	T 1 3/4 12/31/26	1.75	12/31/26	5,000	100.00	93.34	-333	1.750	-6.81	2.39	2.50	2.50	0.00	AFS
91282CEW7	Treasury	T 3 1/4 06/30/27	3.25	06/30/27	5,000	100.00	96.50	-175	3.249	-7.93	2.80	3.00	3.00	0.00	AFS
3130ARHJ3	Callable Agency	FHLB 3.175 04/19/27	3.18	04/19/27	5,000	100.00	95.90	-205	3.174	-7.20	2.28	2.80	2.80	0.00	AFS
3130AN5C0	Callable Agency	FHLB 1.05 04/29/26	1.05	04/29/26	4,000	100.00	93.36	-266	1.050	-5.07	1.75	1.83	1.83	0.00	AFS
			1.48		59,000	100.00	93.99	-3,548	1.481	-5.58	1.92	2.06	2.06	0.00	

Agency - CUSIP Detail

CUSIP / Security Description	Ticker	Par	Cpn Type / Coupon	Next Call Dt / Call Type	Step Date / Step Cpn	Maturity Proj. / Final	Book Price / Value	Book Yield	Market Price / Value	Market bp⟶call / Yield	Gain/(Loss) % / $	% Px Δ -100 / +300	Eff. Dur / Cvx	ESG/Gr Intent
9128283P3			Fixed			12/24	100.00		98.50		-1.5%	0.5	0.50	
T 2 1/4 12/31/24	T	3,000	2.250			12/31/24	3,000	2.26	2,955	5.34	-45	-1.5	0.00	AFS
91282CDN8			Fixed			12/24	100.00		98.08		-1.9%	0.5	0.46	
T 1 12/15/24	T	10,000	1.000			12/15/24	10,000	1.00	9,808	5.30	-192	-1.3	0.00	AFS
91282CDN8			Fixed			12/24	100.00		98.08		-1.9%	0.5	0.46	
T 1 12/15/24	T	5,000	1.000			12/15/24	5,000	1.00	4,904	5.30	-96	-1.3	0.00	AFS
91282CDN8			Fixed			12/24	100.00		98.08		-1.9%	0.5	0.46	
T 1 12/15/24	T	5,000	1.000			12/15/24	5,000	1.00	4,904	5.30	-96	-1.3	0.00	AFS
9128285T3			Fixed			12/25	100.00		96.72		-3.3%	1.5	1.44	
T 2 5/8 12/31/25	T	3,000	2.625			12/31/25	3,000	2.62	2,902	4.92	-98	-4.2	0.03	AFS
9128285T3			Fixed			12/25	100.00		96.72		-3.3%	1.5	1.44	
T 2 5/8 12/31/25	T	5,000	2.625			12/31/25	5,000	2.62	4,836	4.92	-164	-4.2	0.03	AFS
91282CGL9			Fixed			02/26	100.00		98.64		-1.4%	1.6	1.52	
T 4 02/15/26	T	5,000	4.000			02/15/26	5,000	4.01	4,932	4.89	-68	-4.5	0.04	AFS
9128286F2			Fixed			02/26	100.00		96.25		-3.8%	1.6	1.58	
T 2 1/2 02/28/26	T	3,000	2.500			02/28/26	3,000	2.50	2,888	4.87	-113	-4.6	0.04	AFS
9128286L9			Fixed			03/26	100.00		95.75		-4.3%	1.7	1.66	
T 2 1/4 03/31/26	T	3,200	2.250			03/31/26	3,200	2.25	3,064	4.81	-136	-4.8	0.04	AFS
91282CHH7			Fixed			06/26	100.00		98.84		-1.2%	1.9	1.84	
T 4 1/8 06/15/26	T	5,000	4.125			06/15/26	5,000	4.12	4,942	4.75	-58	-5.3	0.05	AFS
912828YX2			Fixed			12/26	100.00		93.34		-6.7%	2.4	2.39	
T 1 3/4 12/31/26	T	5,000	1.750			12/31/26	5,000	1.75	4,667	4.60	-333	-6.8	0.08	AFS
91282CEW7			Fixed			06/27	100.00		96.50		-3.5%	2.9	2.80	
T 3 1/4 06/30/27	T	5,000	3.250			06/30/27	5,000	3.25	4,825	4.51	-175	-7.9	0.11	AFS
91282CFM8			Fixed			09/27	100.00		98.88		-1.1%	3.1	2.96	
T 4 1/8 09/30/27	T	2,500	4.125			09/30/27	2,500	4.12	2,472	4.50	-28	-8.5	0.12	AFS
Treasury							100.00		97.32		-2.7%	1.4	1.37	
		59,700	2.318				59,700	2.32	58,098	4.97	-1,602	-4.0	0.04	
3135G06G3			Fixed			11/25	100.00		94.22		-5.8%	1.3	1.31	
FNMA 0 1/2 11/07/25	FNMA	3,000	0.500			11/07/25	3,000	0.50	2,827	4.97	-173	-3.8	0.03	AFS
3130AMHH8			Fixed			08/24	100.00		99.57		-0.4%	0.1	0.09	
FHLB 0.41 08/01/24	FHLB	4,000	0.410	Quarterly		08/01/24	4,000	0.41	3,983	5.44	-17	-0.3	0.00	AFS
3133EJYM5			Fixed			09/25	100.00		97.57		-2.4%	1.1	1.12	
FFCB 3.02 09/04/25	FFCB	1,000	3.020			09/04/25	1,000	3.02	976	5.17	-24	-3.3	0.02	AFS
3133EJYM5			Fixed			09/25	100.00		97.57		-2.4%	1.1	1.12	
FFCB 3.02 09/04/25	FFCB	2,000	3.020			09/04/25	2,000	3.02	1,951	5.17	-49	-3.3	0.02	AFS
Agency Bullet							100.00		97.37		-2.6%	0.8	0.75	
		10,000	1.220				10,000	1.22	9,737	5.22	-263	-2.2	0.02	
3134GWUG9			Fixed	09/24/24		09/25	100.00		94.57	-539	-5.4%	1.2	1.19	
FHLMC 0.57 09/24/25	FHLMC	10,000	0.570	Quarterly		09/24/25	10,000	0.57	9,457	5.17	-543	-3.5	0.03	AFS

Agency - CUSIP Detail

CUSIP / Security Description	Ticker	Par	Cpn Type / Coupon	Next Call Dt / Call Type	Step Date / Step Cpn	Maturity Proj. / Final	Book Price / Value	Book Yield	Market Price / Value	Market bp⟶ call / Yield	Gain/(Loss) % / $	% Px Δ -100 / +300	Eff. Dur / Cvx	ESG/Gr Intent
3134GWNG7			Fixed	08/27/24		11/24	100.00		98.06	-507	-1.9%	0.4	0.41	
FHLMC 0 1/2 11/27/24	FHLMC	2,000	0.500	Quarterly		11/27/24	2,000	0.50	1,961	5.36	-39	-1.2	0.00	AFS
3130AQDY6			Fixed	07/17/24		12/24	100.00		97.88	-468	-2.1%	0.5	0.50	
FHLB 1 12/30/24	FHLB	6,750	1.000	Anytime		12/30/24	6,750	1.00	6,607	5.35	-143	-1.5	0.00	AFS
3130AQEA7			Fixed	10/14/24		01/25	100.00		97.69	-460	-2.3%	0.5	0.53	
FHLB 1.05 01/14/25	FHLB	7,000	1.050	Quarterly		01/14/25	7,000	1.05	6,838	5.46	-162	-1.6	0.01	AFS
3130AXAP3			Fixed	07/17/24		09/26	100.00		99.86	-34	-0.1%	0.2	0.54	
FHLB 5 3/4 09/21/26	FHLB	4,750	5.750	Anytime		09/21/26	4,750	5.75	4,743	5.81	-7	-4.0	-0.75	AFS
3133EMUP5			Fixed	07/17/24		04/25	100.00		96.63	-528	-3.4%	0.7	0.73	
FFCB 0.71 04/01/25	FFCB	5,000	0.710	Anytime		04/01/25	5,000	0.71	4,831	5.34	-169	-2.2	0.01	AFS
3133EPKC8			Fixed	07/17/24		05/27	100.00		99.63	-63	-0.4%	0.4	0.82	
FFCB 5.39 05/18/27	FFCB	5,000	5.390	Anytime		05/18/27	5,000	5.39	4,982	5.53	-18	-5.2	-0.78	AFS
3133ELK37			Fixed	07/17/24		06/25	100.00		95.84	-515	-4.2%	0.9	0.93	
FFCB 0.78 06/16/25	FFCB	5,000	0.780	Anytime		06/16/25	5,000	0.78	4,792	5.28	-208	-2.7	0.02	AFS
3133ENHW3			Fixed	07/17/24		06/25	100.00		96.13	-473	-3.9%	1.0	0.94	
FFCB 1.17 06/23/25	FFCB	10,000	1.170	Anytime		06/23/25	10,000	1.17	9,613	5.27	-387	-2.8	0.02	AFS
3136G4ZP1			Fixed	07/30/24		07/25	100.00		95.26	-536	-4.7%	1.1	1.04	
FNMA 0.65 07/30/25	FNMA	3,500	0.650	Quarterly		07/30/25	3,500	0.65	3,334	5.21	-166	-3.0	0.02	AFS
3133EL3P7			Fixed	07/17/24		08/25	100.00		94.99	-552	-5.0%	1.1	1.08	
FFCB 0.53 08/12/25	FFCB	1,810	0.530	Anytime		08/12/25	1,810	0.53	1,719	5.20	-91	-3.1	0.02	AFS
3134GXBM5			Fixed	08/12/24		11/25	100.00		94.09	-545	-5.9%	1.3	1.32	
FHLMC 0.6 11/12/25	FHLMC	1,150	0.600	Quarterly		11/12/25	1,150	0.60	1,082	5.13	-68	-3.8	0.03	AFS
3130AMRQ7			Fixed	09/30/24		12/25	100.00		94.02	-509	-6.0%	1.5	1.45	
FHLB 0 7/8 12/30/25	FHLB	3,000	0.875	Quarterly		12/30/25	3,000	0.88	2,821	5.07	-179	-4.2	0.03	AFS
3130AN5C0			Fixed	07/29/24		04/26	100.00		93.36	-482	-6.6%	1.8	1.75	
FHLB 1.05 04/29/26	FHLB	4,000	1.050	Quarterly		04/29/26	4,000	1.05	3,734	4.89	-266	-5.1	0.04	AFS
3130AQRH8			Fixed	08/25/24		02/27	100.00		93.29	-408	-6.7%	2.4	2.44	
FHLB 2 02/25/27	FHLB	5,000	2.000	Quarterly		02/25/27	5,000	2.00	4,664	4.72	-336	-7.2	-0.01	AFS
3130AL5A8			Fixed	08/26/24		02/27	100.00		90.59	-518	-9.4%	2.6	2.54	
FHLB 0.9 02/26/27	FHLB	5,000	0.900	Quarterly		02/26/27	5,000	0.90	4,530	4.71	-470	-7.3	0.07	AFS
3133EPLE3			Fixed	05/30/25		05/28	100.00		98.38	-102	-1.6%	1.6	1.95	
FFCB 4.67 05/30/28	FFCB	2,815	4.670	Anytime		05/30/28	2,815	4.67	2,769	5.13	-46	-8.0	-0.81	AFS
3133ERCX7			Fixed	05/01/26		05/28	100.00		99.99	-1	0.0%	2.0	2.14	
FFCB 5.17 05/01/28	FFCB	5,000	5.170	Anytime		05/01/28	5,000	5.17	4,999	5.17	-1	-7.7	-0.27	AFS
3134GW4C7			Fixed	07/27/24		10/26	100.00		91.35	-514	-8.6%	2.3	2.23	
FHLMC 0.8 10/27/26	FHLMC	5,000	0.800	Quarterly		10/27/26	5,000	0.80	4,568	4.77	-432	-6.4	0.06	AFS
3130ARHJ3			Fixed	07/19/24		04/27	100.00		95.90	-293	-4.1%	2.1	2.28	
FHLB 3.175 04/19/27	FHLB	5,000	3.175	Monthly		04/19/27	5,000	3.17	4,795	4.75	-205	-7.2	-0.23	AFS
3133ENJC5			Fixed	07/17/24		12/26	100.00		92.00	-479	-8.0%	2.4	2.36	
FFCB 1.29 12/22/26	FFCB	5,000	1.290	Anytime		12/22/26	5,000	1.29	4,600	4.75	-400	-6.8	0.05	AFS

Agency - CUSIP Detail

CUSIP / Security Description	Ticker	Par	Cpn Type / Coupon	Next Call Dt / Call Type	Step Date / Step Cpn	Maturity Proj. / Final	Book Price Value	Book Yield	Market Price Value	Market bp⟶ call Yield	Gain/(Loss) % / $	% Px Δ -100 / +300	Eff. Dur / Cvx	ESG/Gr Intent
Callable Agency							100.00		95.74		-4.3%	1.3	1.34	
		101,775	1.816				101,775	1.81	97,440	5.16	-4,335	-4.3	-0.11	
Total							100.00		96.38		-3.6%	1.3	1.32	
		171,475	1.956				171,475	1.96	165,274	5.10	-6,201	-4.1	-0.05	

Corporate - CUSIP Detail

CUSIP Security Description	Sector Subsector	Par Value	Cpn	Maturity	Index Margin	Moody's S&P	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	Gain/(Loss) % $	% Px Δ -100 +300	Eff. Dur Cvx	ESG/Gr Intent
11271LAA0	Finance					A-	100.00		97.61		-2.4%	1.7	1.74	
BNCN 4 1/4 06/02/26	Other Financial	500	4.250	06/02/26		A3	500	4.25	488	5.57	-12	-5.2	0.02	AFS
46625HRS1	Finance					A-	100.00		96.28		-3.7%	1.8	1.82	
JPM 3.2 06/15/26	Banks	500	3.200	06/15/26		A1	500	3.20	481	5.22	-19	-5.3	-0.01	AFS
61761J3R8	Finance					A-	100.00		95.82		-4.2%	2.0	1.93	
MS 3 1/8 07/27/26	Banks	500	3.125	07/27/26		A1	500	3.12	479	5.28	-21	-5.6	0.06	AFS
808513BW4	Finance					A-	100.00		95.46		-4.5%	2.5	2.50	
SCHW 3.3 04/01/27	Other Financial	500	3.300	04/01/27		A2	500	3.30	477	5.09	-23	-7.3	0.05	AFS
75973QAA5	Finance					A-	100.00		94.59		-5.4%	2.8	2.70	
RNR 3.45 07/01/27	Other Financial	500	3.450	07/01/27		A3	500	3.45	473	5.43	-27	-7.9	0.05	AFS
22550L2K6	Finance					A+	100.00		98.87		-1.1%	2.8	2.70	
UBS 5 07/09/27	Banks	500	5.000	07/09/27		Aa2	500	5.00	494	5.41	-6	-7.8	0.10	AFS
780082AD5	Finance					A-	100.00		98.59		-1.4%	1.5	1.46	
RY 4.65 01/27/26	Banks	500	4.650	01/27/26		A3	500	4.65	493	5.60	-7	-4.3	0.04	AFS
06406RAQ0	Finance					A	100.00		93.31		-6.7%	1.5	1.52	
BK 0 3/4 01/28/26	Other Financial	500	0.750	01/28/26		A1	500	0.75	467	5.22	-33	-4.4	0.04	AFS
05565QDH8	Finance					A-	100.00		95.05		-5.0%	4.0	3.91	
BPLN 3.723 11/28/28	Other Financial	500	3.723	11/28/28		A1	500	3.72	475	4.99	-25	-11.0	0.14	AFS
Finance						A	100.00		96.18		-3.8%	2.3	2.25	
		4,500	3.494			A1	4,500	3.49	4,328	5.31	-172	-6.5	0.05	
30231GAT9	Industrial					AA-	100.00		96.86		-3.1%	1.5	1.54	
XOM 3.043 03/01/26	Energy Company	1,000	3.043	03/01/26		Aa2	1,000	3.04	969	5.02	-31	-4.6	-0.01	AFS
194162AQ6	Industrial					A+	100.00		99.61		-0.4%	1.6	1.55	
CL 4.8 03/02/26	Consumer Goods	1,000	4.800	03/02/26		Aa3	1,000	4.80	996	5.04	-4	-4.6	0.04	AFS
742718FY0	Industrial					AA-	100.00		98.63		-1.4%	1.5	1.47	
PG 4.1 01/26/26	Consumer Goods	1,000	4.100	01/26/26		Aa3	1,000	4.10	986	5.02	-14	-4.3	0.04	AFS
718172CE7	Industrial					A-	100.00		93.10		-6.9%	3.4	3.32	
PM 3 1/8 03/02/28	Consumer Goods	500	3.125	03/02/28		A2	500	3.12	465	5.21	-35	-9.5	0.13	AFS
Industrial						AA-	100.00		97.62		-2.4%	1.8	1.76	
		3,500	3.859			Aa2	3,500	3.86	3,417	5.05	-83	-5.2	0.04	
797440CE2	Utility					A	100.00		99.42		-0.6%	3.7	3.58	Y/Y
SRE 4.95 08/15/28	Electric Power	500	4.950	08/15/28		A1	500	4.95	497	5.11	-3	-10.2	0.16	AFS
Utility						A	100.00		99.42		-0.6%	3.7	3.58	
		500	4.950			A1	500	4.95	497	5.11	-3	-10.2	0.16	

Corporate - CUSIP Detail

CUSIP Security Description	Sector Subsector	Par Value	Cpn	Maturity	Index Margin	Moody's S&P	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	Gain/(Loss) % $	% Px Δ -100 +300	Eff. Dur Cvx	ESG/Gr Intent
Total						A+	100.00		96.96		-3.0%	2.2	2.13	
		8,500	3.730			Aa3	8,500	3.73	8,242	5.19	-258	-6.2	0.05	

CD - CUSIP Detail

CUSIP / Security Description	Ticker	Par / Value	Coupon Type / Rate	Step Date / Rate	Maturity Proj. / Final	Bk Price / Bk Value	Yield @Bk	Mkt Price / Mkt Value	Mkt Yield	Gain/(Loss) % / $	% Px Δ -100 / +300	Effective Dur / Cvx	ESG/Gr Intent
229083AA8			Fixed		06/29	100.00		99.68		-0.3%	0.8	1.09	
EVANBT 5.35 06/18/29	EVANBT	245	5.350		06/18/29	245	5.41	244	5.49	-1	-7.2	-0.84	AFS
46656MVH1			Fixed		11/27	100.00		99.15		-0.9%	0.9	1.31	
JPM 5 11/30/27	JPM	240	5.000		11/30/27	240	5.00	238	5.28	-2	-6.6	-1.05	AFS
69503PAB7			Fixed		06/29	100.00		99.26		-0.7%	1.0	1.41	
PACVYB 5.2 06/14/29	PACVYB	245	5.200		06/14/29	245	5.20	243	5.38	-2	-8.1	-1.16	AFS
59541KCV7			Fixed		06/28	100.00		99.47		-0.5%	1.3	1.50	
MIDMIB 5.15 06/12/28	MIDMIB	245	5.150		06/12/28	245	5.21	244	5.36	-1	-7.1	-0.62	AFS
09776DAG9			Fixed		06/29	100.00		99.69		-0.3%	1.3	1.56	
BOMBNK 5.35 06/25/29	BOMBNK	245	5.350		06/25/29	245	5.41	244	5.49	-1	-7.9	-0.63	AFS
38150VUZ0			Fixed		06/26	100.00		100.12		0.1%	1.8	1.82	
GS 5.05 06/11/26	GS	245	5.050		06/11/26	245	5.05	245	4.99	0	-5.2	0.05	AFS
34520LBC6			Fixed		06/26	100.00		100.12		0.1%	1.9	1.83	
FORBBK 5.05 06/15/26	FORBBK	245	5.050		06/15/26	245	5.05	245	4.98	0	-5.3	0.05	AFS
8562855V9			Fixed		06/26	100.00		100.22		0.2%	1.9	1.83	
SBIIN 5.1 06/17/26	SBIIN	245	5.100		06/17/26	245	5.10	246	4.98	1	-5.3	0.05	AFS
05580A4Y7			Fixed		06/26	100.00		99.22		-0.8%	1.9	1.83	
BMW 4.65 06/15/26	BMW	240	4.650		06/15/26	240	4.65	238	5.07	-2	-5.3	0.05	AFS
06051XER9			Fixed		06/26	100.00		100.14		0.1%	1.9	1.85	
BAC 5.05 06/22/26	BAC	245	5.050		06/22/26	245	5.05	245	4.98	0	-5.3	0.05	AFS
35634MAE1			Fixed		06/26	100.00		100.14		0.1%	1.9	1.85	
FREBNJ 5.05 06/22/26	FREBNJ	245	5.050		06/22/26	245	5.05	245	4.98	0	-5.3	0.05	AFS
307811KA6			Fixed		06/28	100.00		99.59		-0.4%	2.2	2.30	
FMBKWI 5 06/14/28	FMBKWI	245	5.000		06/14/28	245	5.06	244	5.17	-1	-8.1	-0.16	AFS
09582YAV4			Fixed		12/27	100.00		98.45		-1.5%	3.3	3.20	
RICBVA 4.2 12/28/27	RICBVA	240	4.200		12/28/27	240	4.20	236	4.69	-4	-9.0	0.14	AFS
89235MPP0			Fixed		06/29	100.00		100.55		0.5%	4.5	4.36	
TOYFBN 4.65 06/13/29	TOYFBN	245	4.650		06/13/29	245	4.65	246	4.53	1	-12.1	0.25	AFS
NCD						100.00		99.70		-0.3%	1.9	1.98	
		3,415	4.991			3,415	5.01	3,405	5.10	-10	-7.0	-0.27	
Total						100.00		99.70		-0.3%	1.9	1.98	
		3,415	4.991			3,415	5.01	3,405	5.10	-10	-7.0	-0.27	

Other - CUSIP Detail

CUSIP	Ticker	Par Value	Coupon Type Rate	Step Date Rate	Proj.Mat. Final Mat.	Bk Price Bk Value	Yield @ Bk	Mkt Price Mkt Value	Mkt Yield	Gain/(Loss) % $	% Px Δ -100 +300	Effective Dur Cvx	ESG/Gr Intent
			Fixed		07/24	100.00		100.00		0.0%	0.1	0.09	
PLMDLCAMP		47,473	0.300		07/31/24	47,473	0.30	47,473	0.30	0	-0.3	0.00	AFS
			Fixed		07/24	100.00		100.00		0.0%	0.1	0.09	
PLMDLLAIF		16,985	0.780		07/31/24	16,985	0.78	16,985	0.78	0	-0.3	0.00	AFS
			Fixed		07/24	100.00		100.00		0.0%	0.1	0.09	
PLMDLLAIF		64,823	0.780		07/31/24	64,823	0.78	64,823	0.78	0	-0.3	0.00	AFS
			Fixed		07/24	100.00		100.00		0.0%	0.1	0.09	
PLMDLLAIF		40,813	0.780		07/31/24	40,813	0.78	40,813	0.78	0	-0.3	0.00	AFS
						100.00		100.00		0.0%	0.1	0.09	
Cash & Other		170,093	0.646			170,093	0.65	170,093	0.65	0	-0.3	0.00	
						100.00		100.00		0.0%	0.1	0.09	
Total		170,093	0.646			170,093	0.65	170,093	0.65	0	-0.3	0.00	

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ / Mkt Px	-300 % Px Δ / Mkt Yld / WAL	-200 $ Amt Δ / Mkt Px	-200 % Px Δ / Mkt Yld / WAL	-100 $ Amt Δ / Mkt Px	-100 % Px Δ / Mkt Yld / WAL	Base $ Amt Δ / Mkt Px / Dur	Base % Px Δ / Mkt Yld / WAL	+100 $ Amt Δ / Mkt Px	+100 % Px Δ / Mkt Yld / WAL	+200 $ Amt Δ / Mkt Px	+200 % Px Δ / Mkt Yld / WAL	+300 $ Amt Δ / Mkt Px	+300 % Px Δ / Mkt Yld / WAL
	1,810	57	3.31%	38	2.20%	19	1.09%	0	0.00%	-18	-1.07%	-36	-2.11%	-54	-3.14%
3133EL3P7	0.53	98.14	2.22	97.08	3.21	96.03	4.21	94.99	5.20	93.98	6.19	92.99	7.18	92.01	8.16
FFCB 0.53 08/12/25	08/12/2025		1.12		1.12		1.12	1.08	1.12		1.12		1.12		1.12
	5,000	109	2.25%	72	1.49%	36	0.74%	0	0.00%	-35	-0.73%	-70	-1.45%	-104	-2.16%
3133EMUP5	0.71	98.80	2.32	98.07	3.33	97.34	4.33	96.63	5.34	95.92	6.34	95.23	7.34	94.55	8.33
FFCB 0.71 04/01/25	04/01/2025		0.75		0.75		0.75	0.73	0.75		0.75		0.75		0.75
	5,000	136	2.85%	91	1.89%	45	0.94%	0	0.00%	-44	-0.92%	-87	-1.82%	-130	-2.71%
3133ELK37	0.78	98.56	2.30	97.65	3.29	96.73	4.29	95.84	5.28	94.95	6.27	94.09	7.26	93.24	8.24
FFCB 0.78 06/16/25	06/16/2025		0.96		0.96		0.96	0.93	0.96		0.96		0.96		0.96
	10,000	277	2.88%	185	1.92%	92	0.95%	0	0.00%	-90	-0.94%	-178	-1.85%	-265	-2.75%
3133ENHW3	1.17	98.90	2.32	97.97	3.29	97.04	4.28	96.13	5.27	95.23	6.26	94.35	7.25	93.48	8.23
FFCB 1.17 06/23/25	06/23/2025		0.98		0.98		0.98	0.94	0.98		0.98		0.98		0.98
	5,000	311	6.76%	216	4.70%	109	2.37%	0	0.00%	-107	-2.33%	-211	-4.58%	-311	-6.77%
3133ENJC5	1.29	98.21	2.03	96.32	2.84	94.18	3.77	92.00	4.75	89.86	5.74	87.78	6.73	85.77	7.71
FFCB 1.29 12/22/26	12/22/2026		2.48		2.48		2.48	2.36	2.48		2.48		2.48		2.48
	1,000	34	3.50%	23	2.31%	11	1.14%	0	0.00%	-11	-1.12%	-22	-2.21%	-32	-3.29%
3133EJYM5	3.02	100.99	2.17	99.82	3.17	98.69	4.17	97.57	5.17	96.48	6.16	95.41	7.15	94.37	8.13
FFCB 3.02 09/04/25	09/04/2025		1.18		1.18		1.18	1.12	1.18		1.18		1.18		1.18
	2,000	68	3.50%	45	2.31%	22	1.14%	0	0.00%	-22	-1.12%	-43	-2.21%	-64	-3.29%
3133EJYM5	3.02	100.99	2.17	99.82	3.17	98.69	4.17	97.57	5.17	96.48	6.16	95.41	7.15	94.37	8.13
FFCB 3.02 09/04/25	09/04/2025		1.18		1.18		1.18	1.12	1.18		1.18		1.18		1.18
	2,815	103	3.71%	76	2.75%	45	1.62%	0	0.00%	-63	-2.28%	-140	-5.06%	-223	-8.03%
3133EPLE3	4.67	102.03	2.60	101.09	3.55	99.98	4.68	98.38	5.13	96.14	5.79	93.41	6.61	90.48	7.52
FFCB 4.67 05/30/28	05/30/2028		1.00		1.00		3.92	1.95	3.92		3.92		3.92		3.92
	5,000	289	5.79%	196	3.92%	102	2.03%	0	0.00%	-115	-2.31%	-246	-4.92%	-387	-7.74%
3133ERCX7	5.17	105.78	1.95	103.91	2.96	102.02	4.01	99.99	5.17	97.68	5.85	95.07	6.65	92.25	7.53
FFCB 5.17 05/01/28	05/01/2028		1.84		1.84		1.84	2.14	3.84		3.84		3.84		3.84
	5,000	26	0.51%	23	0.46%	20	0.41%	0	0.00%	-60	-1.21%	-152	-3.05%	-260	-5.22%
3133EPKC8	5.39	100.14	-1.92	100.09	0.64	100.04	3.23	99.63	5.53	98.43	5.99	96.60	6.70	94.43	7.57
FFCB 5.39 05/18/27	05/18/2027		0.02		0.02		0.02	0.82	2.88		2.88		2.88		2.88
	3,000	124	4.39%	83	2.95%	41	1.46%	0	0.00%	-40	-1.43%	-80	-2.82%	-118	-4.18%
3130AMRQ7	0.88	98.15	2.14	96.79	3.08	95.39	4.07	94.02	5.07	92.68	6.06	91.37	7.04	90.08	8.02
FHLB 0 7/8 12/30/25	12/30/2025		1.50		1.50		1.50	1.45	1.50		1.50		1.50		1.50
	4,000	11	0.27%	7	0.18%	4	0.09%	0	0.00%	-4	-0.09%	-7	-0.18%	-11	-0.26%
3130AMHH8	0.41	99.84	2.29	99.75	3.34	99.66	4.39	99.57	5.44	99.49	6.50	99.40	7.56	99.31	8.63
FHLB 0.41 08/01/24	08/01/2024		0.09		0.09		0.09	0.09	0.09		0.09		0.09		0.09

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ Mkt Px	-300 % Px Δ Mkt Yld	-300 WAL	-200 $ Amt Δ Mkt Px	-200 % Px Δ Mkt Yld	-200 WAL	-100 $ Amt Δ Mkt Px	-100 % Px Δ Mkt Yld	-100 WAL	Base $ Amt Δ Mkt Px	Base % Px Δ Mkt Yld	Base Dur / WAL	+100 $ Amt Δ Mkt Px	+100 % Px Δ Mkt Yld	+100 WAL	+200 $ Amt Δ Mkt Px	+200 % Px Δ Mkt Yld	+200 WAL	+300 $ Amt Δ Mkt Px	+300 % Px Δ Mkt Yld	+300 WAL
	5,000	342	7.54%		233	5.15%		117	2.57%		0	0.00%		-114	-2.51%		-223	-4.93%		-329	-7.27%	
3130AL5A8	0.90	97.42	1.90		95.26	2.76		92.92	3.72		90.59	4.71		88.32	5.70		86.12	6.69		84.00	7.67	
FHLB 0.9 02/26/27	02/26/2027		2.66			2.66			2.66		2.54	2.66			2.66			2.66			2.66	
	6,750	99	1.51%		66	1.00%		33	0.50%		0	0.00%		-33	-0.49%		-65	-0.98%		-97	-1.46%	
3130AQDY6	1.00	99.36	2.30		98.86	3.32		98.37	4.33		97.88	5.35		97.40	6.37		96.92	7.38		96.45	8.40	
FHLB 1 12/30/24	12/30/2024		0.50			0.50			0.50		0.50	0.50			0.50			0.50			0.50	
	7,000	111	1.63%		74	1.08%		37	0.54%		0	0.00%		-36	-0.53%		-72	-1.06%		-108	-1.58%	
3130AQEA7	1.05	99.28	2.40		98.75	3.42		98.21	4.44		97.69	5.46		97.17	6.48		96.66	7.50		96.15	8.51	
FHLB 1.05 01/14/25	01/14/2025		0.54			0.54			0.54		0.53	0.54			0.54			0.54			0.54	
	4,000	196	5.25%		133	3.57%		66	1.78%		0	0.00%		-65	-1.74%		-128	-3.43%		-189	-5.07%	
3130AN5C0	1.05	98.26	2.02		96.69	2.92		95.02	3.89		93.36	4.89		91.74	5.87		90.16	6.86		88.63	7.84	
FHLB 1.05 04/29/26	04/29/2026		1.83			1.83			1.83		1.75	1.83			1.83			1.83			1.83	
	5,000	297	6.37%		218	4.67%		114	2.43%		0	0.00%		-114	-2.45%		-226	-4.84%		-334	-7.15%	
3130AQRH8	2.00	99.23	2.30		97.64	2.93		95.56	3.77		93.29	4.72		91.00	5.70		88.78	6.69		86.62	7.67	
FHLB 2 02/25/27	02/25/2027		2.65			2.65			2.65		2.44	2.65			2.65			2.65			2.65	
	5,000	207	4.31%		174	3.64%		101	2.11%		0	0.00%		-114	-2.38%		-231	-4.81%		-345	-7.20%	
3130ARHJ3	3.18	100.03	2.61		99.38	3.41		97.92	3.97		95.90	4.75		93.61	5.67		91.28	6.63		88.99	7.61	
FHLB 3.175 04/19/27	04/19/2027		0.05			2.80			2.80		2.28	2.80			2.80			2.80			2.80	
	4,750	15	0.32%		12	0.26%		10	0.20%		0	0.00%		-41	-0.87%		-108	-2.28%		-190	-4.01%	
3130AXAP3	5.75	100.18	-3.48		100.12	-0.52		100.06	2.49		99.86	5.81		99.00	6.24		97.58	6.94		95.85	7.81	
FHLB 5 3/4 09/21/26	09/21/2026		0.02			0.02			0.02		0.54	2.23			2.23			2.23			2.23	
	2,000	24	1.24%		16	0.82%		8	0.41%		0	0.00%		-8	-0.41%		-16	-0.81%		-24	-1.21%	
3134GWNG7	0.50	99.28	2.29		98.87	3.31		98.46	4.34		98.06	5.36		97.66	6.39		97.27	7.41		96.88	8.44	
FHLMC 0 1/2 11/27/24	11/27/2024		0.41			0.41			0.41		0.41	0.41			0.41			0.41			0.41	
	10,000	347	3.67%		230	2.43%		114	1.20%		0	0.00%		-111	-1.18%		-221	-2.33%		-327	-3.46%	
3134GWUG9	0.57	98.03	2.20		96.87	3.18		95.70	4.18		94.57	5.17		93.45	6.16		92.36	7.15		91.29	8.13	
FHLMC 0.57 09/24/25	09/24/2025		1.23			1.23			1.23		1.19	1.23			1.23			1.23			1.23	
	1,150	44	4.06%		29	2.70%		14	1.34%		0	0.00%		-14	-1.31%		-28	-2.58%		-41	-3.83%	
3134GXBM5	0.60	97.91	2.16		96.63	3.14		95.35	4.13		94.09	5.13		92.86	6.12		91.66	7.11		90.49	8.09	
FHLMC 0.6 11/12/25	11/12/2025		1.37			1.37			1.37		1.32	1.37			1.37			1.37			1.37	
	5,000	306	6.70%		208	4.54%		103	2.26%		0	0.00%		-101	-2.20%		-198	-4.34%		-293	-6.40%	
3134GW4C7	0.80	97.48	1.91		95.50	2.81		93.42	3.78		91.35	4.77		89.34	5.76		87.39	6.75		85.50	7.73	
FHLMC 0.8 10/27/26	10/27/2026		2.33			2.33			2.33		2.23	2.33			2.33			2.33			2.33	
	3,000	115	4.06%		76	2.68%		37	1.32%		0	0.00%		-37	-1.29%		-72	-2.56%		-107	-3.79%	
3135G06G3	0.50	98.05	1.97		96.75	2.97		95.47	3.97		94.22	4.97		93.01	5.96		91.81	6.94		90.65	7.92	
FNMA 0 1/2 11/07/25	11/07/2025		1.35			1.35			1.35		1.31	1.35			1.35			1.35			1.35	

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ Mkt Px	-300 % Px Δ Mkt Yld	-300 WAL	-200 $ Amt Δ Mkt Px	-200 % Px Δ Mkt Yld	-200 WAL	-100 $ Amt Δ Mkt Px	-100 % Px Δ Mkt Yld	-100 WAL	Base $ Amt Δ Mkt Px	Base % Px Δ Mkt Yld	Base Dur / WAL	+100 $ Amt Δ Mkt Px	+100 % Px Δ Mkt Yld	+100 WAL	+200 $ Amt Δ Mkt Px	+200 % Px Δ Mkt Yld	+200 WAL	+300 $ Amt Δ Mkt Px	+300 % Px Δ Mkt Yld	+300 WAL
	3,500	107	3.21%		71	2.13%		35	1.05%		0	0.00%		-34	-1.03%		-68	-2.04%		-101	-3.04%	
3136G4ZP1	0.65	98.31	2.24		97.28	3.22		96.26	4.22		95.26	5.21		94.27	6.20		93.31	7.18		92.37	8.16	
FNMA 0.65 07/30/25	07/30/2025		1.08			1.08			1.08		1.04	1.08			1.08			1.08			1.08	
	10,000	136	1.39%		90	0.92%		45	0.46%		0	0.00%		-44	-0.45%		-89	-0.90%		-132	-1.35%	
91282CDN8	1.00	99.44	2.24		98.98	3.26		98.53	4.28		98.08	5.30		97.63	6.32		97.19	7.34		96.76	8.36	
T 1 12/15/24	12/15/2024		0.46			0.46			0.46		0.46	0.46			0.46			0.46			0.46	
	5,000	68	1.39%		45	0.92%		22	0.46%		0	0.00%		-22	-0.45%		-44	-0.90%		-66	-1.35%	
91282CDN8	1.00	99.44	2.24		98.98	3.26		98.53	4.28		98.08	5.30		97.63	6.32		97.19	7.34		96.76	8.36	
T 1 12/15/24	12/15/2024		0.46			0.46			0.46		0.46	0.46			0.46			0.46			0.46	
	5,000	68	1.39%		45	0.92%		22	0.46%		0	0.00%		-22	-0.45%		-44	-0.90%		-66	-1.35%	
91282CDN8	1.00	99.44	2.24		98.98	3.26		98.53	4.28		98.08	5.30		97.63	6.32		97.19	7.34		96.76	8.36	
T 1 12/15/24	12/15/2024		0.46			0.46			0.46		0.46	0.46			0.46			0.46			0.46	
	5,000	352	7.54%		231	4.94%		113	2.43%		0	0.00%		-110	-2.35%		-215	-4.62%		-318	-6.81%	
912828YX2	1.75	100.38	1.59		97.95	2.60		95.61	3.60		93.34	4.60		91.15	5.59		89.03	6.58		86.99	7.56	
T 1 3/4 12/31/26	12/31/2026		2.50			2.50			2.50		2.39	2.50			2.50			2.50			2.50	
	3,000	143	4.96%		94	3.26%		46	1.61%		0	0.00%		-45	-1.57%		-89	-3.10%		-133	-4.59%	
9128286F2	2.50	101.02	1.87		99.39	2.88		97.80	3.87		96.25	4.87		94.74	5.85		93.27	6.84		91.83	7.81	
T 2 1/2 02/28/26	02/28/2026		1.67			1.67			1.67		1.58	1.67			1.67			1.67			1.67	
	3,200	160	5.22%		105	3.43%		52	1.69%		0	0.00%		-51	-1.65%		-100	-3.26%		-148	-4.82%	
9128286L9	2.25	100.75	1.81		99.04	2.81		97.37	3.81		95.75	4.81		94.17	5.80		92.63	6.78		91.13	7.76	
T 2 1/4 03/31/26	03/31/2026		1.75			1.75			1.75		1.66	1.75			1.75			1.75			1.75	
	3,000	45	1.52%		30	1.01%		15	0.50%		0	0.00%		-15	-0.50%		-29	-0.99%		-43	-1.47%	
9128283P3	2.25	99.99	2.28		99.49	3.30		98.99	4.32		98.50	5.34		98.01	6.36		97.53	7.39		97.05	8.41	
T 2 1/4 12/31/24	12/31/2024		0.50			0.50			0.50		0.50	0.50			0.50			0.50			0.50	
	3,000	130	4.47%		85	2.94%		42	1.45%		0	0.00%		-41	-1.42%		-81	-2.80%		-121	-4.16%	
9128285T3	2.63	101.04	1.92		99.56	2.92		98.12	3.92		96.72	4.92		95.35	5.91		94.01	6.90		92.70	7.88	
T 2 5/8 12/31/25	12/31/2025		1.50			1.50			1.50		1.44	1.50			1.50			1.50			1.50	
	5,000	216	4.47%		142	2.94%		70	1.45%		0	0.00%		-69	-1.42%		-136	-2.80%		-201	-4.16%	
9128285T3	2.63	101.04	1.92		99.56	2.92		98.12	3.92		96.72	4.92		95.35	5.91		94.01	6.90		92.70	7.88	
T 2 5/8 12/31/25	12/31/2025		1.50			1.50			1.50		1.44	1.50			1.50			1.50			1.50	
	5,000	430	8.90%		281	5.82%		138	2.85%		0	0.00%		-132	-2.75%		-260	-5.39%		-383	-7.93%	
91282CEW7	3.25	105.09	1.51		102.11	2.51		99.25	3.51		96.50	4.51		93.85	5.50		91.30	6.49		88.84	7.47	
T 3 1/4 06/30/27	06/30/2027		3.00			3.00			3.00		2.80	3.00			3.00			3.00			3.00	
	5,000	237	4.81%		156	3.17%		77	1.56%		0	0.00%		-75	-1.52%		-149	-3.01%		-220	-4.46%	
91282CGL9	4.00	103.39	1.88		101.77	2.89		100.18	3.89		98.64	4.89		97.14	5.88		95.67	6.87		94.24	7.85	
T 4 02/15/26	02/15/2026		1.63			1.63			1.63		1.52	1.63			1.63			1.63			1.63	

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ Mkt Px	-300 % Px Δ Mkt Yld	-300 WAL	-200 $ Amt Δ Mkt Px	-200 % Px Δ Mkt Yld	-200 WAL	-100 $ Amt Δ Mkt Px	-100 % Px Δ Mkt Yld	-100 WAL	Base $ Amt Δ Mkt Px	Base % Px Δ Mkt Yld	Base Dur / WAL	+100 $ Amt Δ Mkt Px	+100 % Px Δ Mkt Yld	+100 WAL	+200 $ Amt Δ Mkt Px	+200 % Px Δ Mkt Yld	+200 WAL	+300 $ Amt Δ Mkt Px	+300 % Px Δ Mkt Yld	+300 WAL
	5,000	285	5.77%		187	3.79%		92	1.87%		0	0.00%		-90	-1.82%		-177	-3.58%		-262	-5.30%	
91282CHH7	4.13	104.55	1.75		102.59	2.75		100.69	3.75		98.84	4.75		97.05	5.74		95.30	6.72		93.60	7.70	
T 4 1/8 06/15/26	06/15/2026		1.96			1.96			1.96		1.84	1.96			1.96			1.96			1.96	
	2,500	236	9.55%		154	6.23%		75	3.05%		0	0.00%		-72	-2.93%		-142	-5.75%		-209	-8.45%	
91282CFM8	4.13	108.32	1.49		105.04	2.50		101.89	3.50		98.88	4.50		95.98	5.49		93.19	6.48		90.52	7.46	
T 4 1/8 09/30/27	09/30/2027		3.25			3.25			3.25		2.96	3.25			3.25			3.25			3.25	
Treasury/Agency	171,475	6,260	3.79%		4,241	2.57%		2,146	1.30%		0	0.00%		-2,220	-1.34%		-4,483	-2.71%		-6,746	-4.08%	
	1.96	100.03	1.84		98.86	2.91		97.64	4.00		96.38	5.10		95.09	6.05		93.77	7.02		92.45	8.01	
			1.26			1.34			1.39		1.32	1.59			1.59			1.59			1.59	
	500	22	4.73%		15	3.12%		7	1.54%		0	0.00%		-7	-1.50%		-14	-2.97%		-21	-4.40%	
06406RAQ0	0.75	97.72	2.23		96.22	3.23		94.75	4.23		93.31	5.22		91.91	6.21		90.54	7.20		89.20	8.19	
BK 0 3/4 01/28/26	01/28/2026		1.58			1.58			1.58		1.52	1.58			1.58			1.58			1.58	
	500	25	5.16%		17	3.45%		8	1.74%		0	0.00%		-9	-1.74%		-17	-3.47%		-25	-5.15%	
11271LAA0	4.25	102.65	2.62		100.98	3.71		99.31	4.63		97.61	5.57		95.91	6.55		94.23	7.53		92.58	8.51	
BNCN 4 1/4 06/02/26	06/02/2026		1.67			1.92			1.92		1.74	1.92			1.92			1.92			1.92	
	500	59	12.52%		39	8.17%		19	4.01%		0	0.00%		-18	-3.85%		-36	-7.53%		-52	-11.04%	
05565QDH8	3.72	106.94	1.98		102.81	3.04		98.85	4.01		95.05	4.99		91.39	5.97		87.89	6.96		84.55	7.94	
BPLN 3.723 11/28/28	11/28/2028		4.16			4.41			4.41		3.91	4.41			4.41			4.41			4.41	
	1,000	49	4.91%		32	3.23%		16	1.60%		0	0.00%		-15	-1.56%		-31	-3.07%		-45	-4.55%	
194162AQ6	4.80	104.51	2.04		102.83	3.05		101.20	4.05		99.61	5.04		98.06	6.03		96.55	7.01		95.08	7.99	
CL 4.8 03/02/26	03/02/2026		1.67			1.67			1.67		1.55	1.67			1.67			1.67			1.67	
	500	26	5.43%		18	3.64%		9	1.83%		0	0.00%		-9	-1.81%		-17	-3.59%		-26	-5.31%	
46625HRS1	3.20	101.51	2.29		99.78	3.31		98.04	4.25		96.28	5.22		94.54	6.20		92.83	7.19		91.17	8.17	
JPM 3.2 06/15/26	06/15/2026		1.71			1.96			1.96		1.82	1.96			1.96			1.96			1.96	
	500	29	6.16%		19	4.04%		10	1.99%		0	0.00%		-9	-1.93%		-18	-3.81%		-27	-5.63%	
61761J3R8	3.13	101.72	2.27		99.69	3.28		97.73	4.28		95.82	5.28		93.97	6.27		92.17	7.26		90.42	8.24	
MS 3 1/8 07/27/26	07/27/2026		2.08			2.08			2.08		1.93	2.08			2.08			2.08			2.08	
	1,000	46	4.65%		30	3.06%		15	1.51%		0	0.00%		-15	-1.47%		-29	-2.91%		-43	-4.32%	
742718FY0	4.10	103.21	2.01		101.65	3.02		100.12	4.02		98.63	5.02		97.17	6.01		95.76	6.99		94.37	7.98	
PG 4.1 01/26/26	01/26/2026		1.57			1.57			1.57		1.47	1.57			1.57			1.57			1.57	
	500	49	10.55%		32	6.93%		16	3.41%		0	0.00%		-15	-3.29%		-30	-6.46%		-44	-9.50%	
718172CE7	3.13	102.92	2.29		99.54	3.26		96.27	4.23		93.10	5.21		90.03	6.20		87.08	7.19		84.25	8.17	
PM 3 1/8 03/02/28	03/02/2028		3.67			3.67			3.67		3.32	3.67			3.67			3.67			3.67	
	500	40	8.50%		27	5.61%		13	2.78%		0	0.00%		-13	-2.71%		-25	-5.34%		-37	-7.88%	
75973QAA5	3.45	102.63	2.51		99.90	3.48		97.22	4.45		94.59	5.43		92.03	6.41		89.54	7.40		87.14	8.38	
RNR 3.45 07/01/27	07/01/2027		2.92			3.00			3.00		2.70	3.00			3.00			3.00			3.00	

Shocked CUSIP Analysis

CUSIP / Description	Par Value / Coupon / Maturity	-300 $ Amt Δ Mkt Px	-300 % Px Δ Mkt Yld	-300 WAL	-200 $ Amt Δ Mkt Px	-200 % Px Δ Mkt Yld	-200 WAL	-100 $ Amt Δ Mkt Px	-100 % Px Δ Mkt Yld	-100 WAL	Base $ Amt Δ Mkt Px	Base % Px Δ Mkt Yld	Base Dur / WAL	+100 $ Amt Δ Mkt Px	+100 % Px Δ Mkt Yld	+100 WAL	+200 $ Amt Δ Mkt Px	+200 % Px Δ Mkt Yld	+200 WAL	+300 $ Amt Δ Mkt Px	+300 % Px Δ Mkt Yld	+300 WAL
	500	23	4.64%		15	3.06%		7	1.51%		0	0.00%		-7	-1.47%		-14	-2.91%		-21	-4.31%	
780082AD5	4.65	103.17	2.58		101.60	3.59		100.08	4.60		98.59	5.60		97.14	6.59		95.72	7.58		94.34	8.56	
RY 4.65 01/27/26	01/27/2026		1.58			1.58			1.58		1.46	1.58			1.58			1.58			1.58	
	500	37	7.74%		24	5.12%		12	2.54%		0	0.00%		-12	-2.49%		-24	-4.92%		-35	-7.28%	
808513BW4	3.30	102.85	2.12		100.35	3.16		97.89	4.12		95.46	5.09		93.08	6.06		90.76	7.05		88.51	8.03	
SCHW 3.3 04/01/27	04/01/2027		2.50			2.75			2.75		2.50	2.75			2.75			2.75			2.75	
	500	58	11.72%		38	7.63%		19	3.73%		0	0.00%		-18	-3.57%		-35	-6.98%		-51	-10.25%	
797440CE2	4.95	111.07	2.08		107.01	3.09		103.13	4.12		99.42	5.11		95.87	6.09		92.48	7.08		89.23	8.07	
SRE 4.95 08/15/28	08/15/2028		4.04			4.04			4.13		3.58	4.13			4.13			4.13			4.13	
	500	43	8.79%		28	5.75%		14	2.82%		0	0.00%		-13	-2.71%		-26	-5.32%		-39	-7.84%	
22550L2K6	5.00	107.56	2.39		104.55	3.40		101.65	4.41		98.87	5.41		96.19	6.41		93.61	7.40		91.12	8.38	
UBS 5 07/09/27	07/09/2027		3.03			3.03			3.03		2.70	3.03			3.03			3.03			3.03	
	1,000	44	4.55%		30	3.07%		15	1.55%		0	0.00%		-15	-1.55%		-30	-3.07%		-44	-4.56%	
30231GAT9	3.04	101.28	2.13		99.83	3.14		98.36	4.06		96.86	5.02		95.36	6.00		93.89	6.98		92.45	7.96	
XOM 3.043 03/01/26	03/01/2026		1.42			1.67			1.67		1.54	1.67			1.67			1.67			1.67	
Corporate	8,500	552	6.70%		364	4.41%		180	2.18%		0	0.00%		-175	-2.13%		-345	-4.19%		-510	-6.19%	
	3.73	103.46	2.22		101.24	3.23		99.08	4.21		96.96	5.19		94.90	6.18		92.90	7.16		90.96	8.15	
			2.25			2.34			2.35		2.13	2.35			2.35			2.35			2.35	
	245	14	5.79%		9	3.80%		5	1.88%		0	0.00%		-4	-1.82%		-9	-3.59%		-13	-5.32%	
06051XER9	5.05	105.94	1.98		103.95	2.98		102.01	3.98		100.14	4.98		98.31	5.97		96.54	6.95		94.81	7.94	
BAC 5.05 06/22/26	06/22/2026		1.98			1.98			1.98		1.85	1.98			1.98			1.98			1.98	
	240	14	5.75%		9	3.78%		4	1.86%		0	0.00%		-4	-1.81%		-9	-3.57%		-13	-5.28%	
05580A4Y7	4.65	104.93	2.07		102.97	3.08		101.07	4.08		99.22	5.07		97.42	6.07		95.68	7.05		93.98	8.04	
BMW 4.65 06/15/26	06/15/2026		1.96			1.96			1.96		1.83	1.96			1.96			1.96			1.96	
	245	8	3.30%		6	2.31%		3	1.29%		0	0.00%		-5	-1.94%		-11	-4.64%		-19	-7.87%	
09776DAG9	5.35	102.98	2.31		102.00	3.31		100.98	4.37		99.69	5.49		97.76	5.95		95.06	6.61		91.85	7.42	
BOMBNK 5.35 06/25/29	06/25/2029		0.99			0.99			0.99		1.56	4.99			4.99			4.99			4.99	
	245	4	1.73%		3	1.26%		2	0.76%		0	0.00%		-4	-1.56%		-10	-4.07%		-18	-7.19%	
229083AA8	5.35	101.40	2.36		100.93	3.38		100.44	4.46		99.68	5.49		98.12	5.86		95.63	6.47		92.51	7.26	
EVANBT 5.35 06/18/29	06/18/2029		0.47			0.47			0.47		1.09	4.97			4.97			4.97			4.97	
	245	15	6.17%		10	4.19%		5	2.18%		0	0.00%		-6	-2.46%		-13	-5.20%		-20	-8.10%	
307811KA6	5.00	105.74	2.01		103.77	3.03		101.76	4.51		99.59	5.17		97.14	5.88		94.42	6.70		91.52	7.60	
FMBKWI 5 06/14/28	06/14/2028		1.96			1.96			3.54		2.30	3.96			3.96			3.96			3.96	
	245	14	5.74%		9	3.77%		5	1.86%		0	0.00%		-4	-1.81%		-9	-3.56%		-13	-5.27%	
34520LBC6	5.05	105.87	1.98		103.90	2.99		101.98	3.99		100.12	4.98		98.31	5.98		96.56	6.96		94.85	7.94	
FORBBK 5.05 06/15/26	06/15/2026		1.96			1.96			1.96		1.83	1.96			1.96			1.96			1.96	

Shocked CUSIP Analysis

CUSIP Description	Par Value Coupon Maturity	-300 $ Amt Δ Mkt Px	 % Px Δ Mkt Yld WAL	-200 $ Amt Δ Mkt Px	 % Px Δ Mkt Yld WAL	-100 $ Amt Δ Mkt Px	 % Px Δ Mkt Yld WAL	Base $ Amt Δ Mkt Px Dur	 % Px Δ Mkt Yld WAL	+100 $ Amt Δ Mkt Px	 % Px Δ Mkt Yld WAL	+200 $ Amt Δ Mkt Px	 % Px Δ Mkt Yld WAL	+300 $ Amt Δ Mkt Px	 % Px Δ Mkt Yld WAL
	245	14	5.79%	9	3.80%	5	1.88%	0	0.00%	-4	-1.82%	-9	-3.59%	-13	-5.32%
35634MAE1	5.05	105.94	1.98	103.95	2.98	102.01	3.98	100.14	4.98	98.31	5.97	96.54	6.95	94.81	7.94
FREBNJ 5.05 06/22/26	06/22/2026		1.98		1.98		1.98	1.85	1.98		1.98		1.98		1.98
	245	14	5.71%	9	3.75%	5	1.85%	0	0.00%	-4	-1.80%	-9	-3.54%	-13	-5.24%
38150VUZ0	5.05	105.83	1.99	103.87	2.99	101.97	3.99	100.12	4.99	98.32	5.98	96.57	6.97	94.87	7.95
GS 5.05 06/11/26	06/11/2026		1.95		1.95		1.95	1.82	1.95		1.95		1.95		1.95
	240	4	1.89%	3	1.46%	2	0.95%	0	0.00%	-4	-1.72%	-10	-4.03%	-16	-6.62%
46656MVH1	5.00	101.02	2.55	100.59	3.58	100.08	4.81	99.15	5.28	97.44	5.84	95.15	6.61	92.58	7.50
JPM 5 11/30/27	11/30/2027		0.42		0.42		0.42	1.31	3.42		3.42		3.42		3.42
	245	8	3.20%	5	2.25%	3	1.26%	0	0.00%	-4	-1.83%	-10	-4.27%	-17	-7.08%
59541KCV7	5.15	102.66	2.32	101.71	3.34	100.73	4.41	99.47	5.36	97.65	5.89	95.22	6.62	92.43	7.48
MIDMIB 5.15 06/12/28	06/12/2028		0.95		0.95		0.95	1.50	3.95		3.95		3.95		3.95
	245	5	1.99%	4	1.52%	2	0.99%	0	0.00%	-5	-1.94%	-12	-4.76%	-20	-8.08%
69503PAB7	5.20	101.23	2.49	100.76	3.51	100.24	4.68	99.26	5.38	97.33	5.83	94.53	6.51	91.24	7.34
PACVYB 5.2 06/14/29	06/14/2029		0.46		0.46		0.46	1.41	4.96		4.96		4.96		4.96
	240	24	10.24%	16	6.68%	8	3.27%	0	0.00%	-7	-3.13%	-14	-6.13%	-21	-9.00%
09582YAV4	4.20	108.53	1.68	105.03	2.69	101.67	3.69	98.45	4.69	95.37	5.68	92.42	6.67	89.59	7.65
RICBVA 4.2 12/28/27	12/28/2027		3.49		3.49		3.49	3.20	3.49		3.49		3.49		3.49
	245	14	5.75%	9	3.78%	5	1.86%	0	0.00%	-4	-1.81%	-9	-3.57%	-13	-5.28%
8562855V9	5.10	105.98	1.98	104.01	2.99	102.09	3.99	100.22	4.98	98.41	5.97	96.64	6.96	94.93	7.94
SBIIN 5.1 06/17/26	06/17/2026		1.96		1.96		1.96	1.83	1.96		1.96		1.96		1.96
	245	35	14.30%	23	9.26%	11	4.50%	0	0.00%	-10	-4.25%	-20	-8.27%	-30	-12.08%
89235MPP0	4.65	114.92	1.51	109.85	2.52	105.07	3.53	100.55	4.53	96.27	5.52	92.23	6.51	88.40	7.50
TOYFBN 4.65 06/13/29	06/13/2029		4.95		4.95		4.95	4.36	4.95		4.95		4.95		4.95
CD	3,415	188	5.53%	126	3.69%	64	1.88%	0	0.00%	-72	-2.12%	-153	-4.49%	-238	-6.98%
	4.99	105.21	2.08	103.38	3.09	101.58	4.17	99.70	5.10	97.59	5.89	95.23	6.76	92.74	7.68
			1.82		1.82		1.93	1.98	3.32		3.32		3.32		3.32
	47,473	122	0.26%	82	0.17%	41	0.09%	0	0.00%	-41	-0.09%	-81	-0.17%	-122	-0.26%
PLMDLCAMP	0.30	100.26	-2.77	100.17	-1.75	100.09	-0.73	100.00	0.30	99.91	1.33	99.83	2.37	99.74	3.41
CAMP	07/31/2024		0.08		0.08		0.08	0.09	0.08		0.08		0.08		0.08
	64,823	167	0.26%	111	0.17%	56	0.09%	0	0.00%	-56	-0.09%	-111	-0.17%	-166	-0.26%
PLMDLLAIF	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
LAIF	07/31/2024		0.08		0.08		0.08	0.09	0.08		0.08		0.08		0.08
	40,813	105	0.26%	70	0.17%	35	0.09%	0	0.00%	-35	-0.09%	-70	-0.17%	-105	-0.26%
PLMDLLAIF	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
LAIF	07/31/2024		0.08		0.08		0.08	0.09	0.08		0.08		0.08		0.08

Shocked CUSIP Analysis

		-300		-200		-100		Base		+100		+200		+300	
CUSIP	Par Value	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ
Description	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity		WAL		WAL		WAL	Dur	WAL		WAL		WAL		WAL
	16,985	44	0.26%	29	0.17%	15	0.09%	0	0.00%	-15	-0.09%	-29	-0.17%	-44	-0.26%
PLMDLLAIF	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
LAIF	07/31/2024		0.08		0.08		0.08	0.09	0.08		0.08		0.08		0.08
Other	170,093	439	0.26%	292	0.17%	146	0.09%	0	0.00%	-146	-0.09%	-291	-0.17%	-436	-0.26%
	0.65	100.26	-2.43	100.17	-1.41	100.09	-0.38	100.00	0.65	99.91	1.68	99.83	2.72	99.74	3.76
			0.08		0.08		0.08	0.09	0.08		0.08		0.08		0.08
Total	353,483	7,439	2.14%	5,022	1.45%	2,536	0.73%	0	0.00%	-2,614	-0.75%	-5,273	-1.52%	-7,930	-2.29%
	1.40	100.27	-0.20	99.59	0.83	98.89	1.87	98.17	2.92	97.43	3.90	96.68	4.89	95.93	5.88
	1		0.72		0.76		0.79	0.74	0.90		0.90		0.90		0.90

Portfolio Changes

New Securities 3/2024-6/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent
06051XER9	CD	BAC 5.05 06/22/26	06/22/2026	5.05	245,000	100.00	AFS
09776DAG9	CD	BOMBNK 5.35 06/25/29	06/25/2029	5.35	245,000	100.00	AFS
229083AA8	CD	EVANBT 5.35 06/18/29	06/18/2029	5.35	245,000	100.00	AFS
307811KA6	CD	FMBKWI 5 06/14/28	06/14/2028	5.00	245,000	100.00	AFS
3133ERCX7	Treasury/Agency	FFCB 5.17 05/01/28	05/01/2028	5.17	5,000,000	100.00	AFS
34520LBC6	CD	FORBBK 5.05 06/15/26	06/15/2026	5.05	245,000	100.00	AFS
35634MAE1	CD	FREBNJ 5.05 06/22/26	06/22/2026	5.05	245,000	100.00	AFS
38150VUZ0	CD	GS 5.05 06/11/26	06/11/2026	5.05	245,000	100.00	AFS
59541KCV7	CD	MIDMIB 5.15 06/12/28	06/12/2028	5.15	245,000	100.00	AFS
69503PAB7	CD	PACVYB 5.2 06/14/29	06/14/2029	5.20	245,000	100.00	AFS
8562855V9	CD	SBIIN 5.1 06/17/26	06/17/2026	5.10	245,000	100.00	AFS
89235MPP0	CD	TOYFBN 4.65 06/13/29	06/13/2029	4.65	245,000	100.00	AFS

Partial Buy3/2024-6/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
PLMDLCAMP	Other	CAMP	07/31/2024	0.30	47,472,526	100.00	AFS	Same CUSIP buys
PLMDLLAIF	Other	LAIF	07/31/2024	0.78	122,620,640	100.00	AFS	Same CUSIP buys

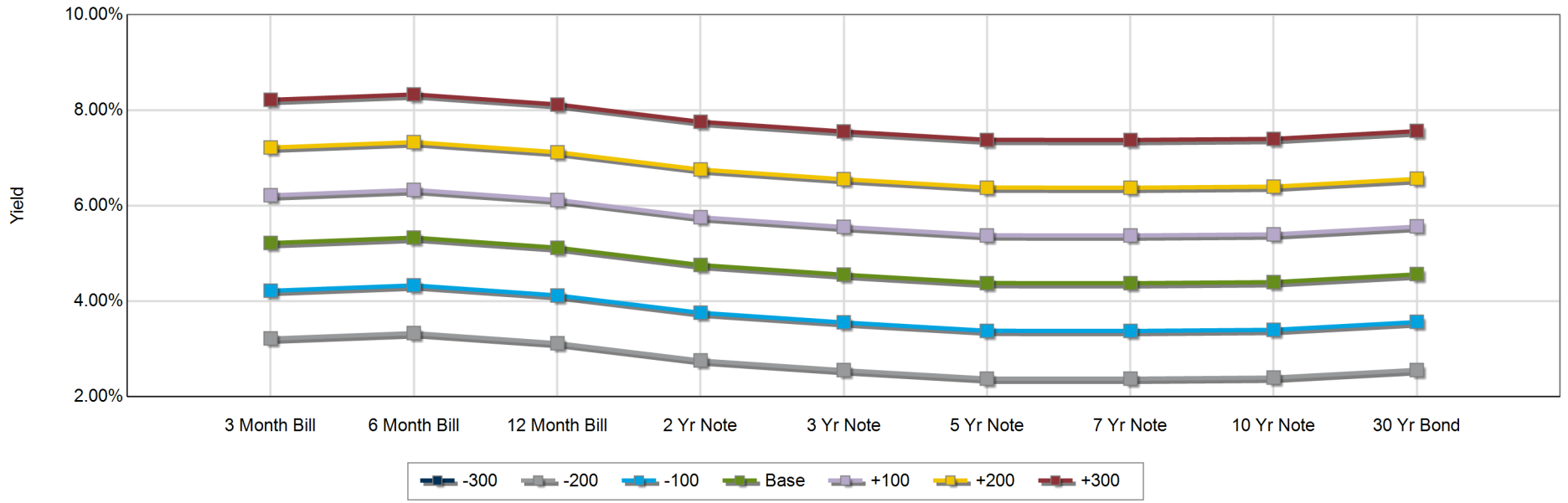
Securities Sold/Redeemed 3/2024-6/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
3130AMQR6	Treasury/Agency	FHLB 0.35 06/07/24	06/07/2024	0.35	3,000,000	100.00	AFS	Expired/Matured
3133EL2X1	Treasury/Agency	FFCB 0.42 05/06/24	05/06/2024	0.42	2,000,000	100.00	AFS	Expired/Matured
9128286R6	Treasury/Agency	T 2 1/4 04/30/24	04/30/2024	2.25	5,000,000	100.00	AFS	Expired/Matured

Shocked Assumptions

	Scenarios						
	Down 300	Down 200	Down 100	Base	Up 100	Up 200	Up 300
Shift Amount	-300	-200	-100	0	100	200	300
Curve Slope Change	0	0	0	0	0	0	0
Shock Horizon	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate
Curve Type	Static	Static	Static	Static	Static	Static	Static
Valuation Date	2024-06-30	2024-06-30	2024-06-30	2024-06-30	2024-06-30	2024-06-30	2024-06-30

Yield Curve Scenarios



Report Assumptions

Assumptions

• Calculation Engine	The Yield Book © and ZM Financial
• Cash Flow Model	The Yield Book ©
• Curve Date	Same as Portfolio As Of Date
• Curve Type Used	Swap Curve
• Curve Shape	Immediate Sustained Parallel Shocks
• Price Shock Methodology	Constant OAS for fixed rate securities; immediate market shift for floating rate securities
• Horizon Period	Immediate Time Horizon
• Reinvestment Rate	3 Month T-Bill
• Cost of Funds	1.00%
• Tax Rate	21.0%

Additional Information

Rolloff Yield - Rolloff Yield is the weighted average yield of the cashflows (maturities, calls and paydowns) that roll off during the noted time period. Ending Yield at Book is the weighted average yield of the remaining securities at the noted time period.

Shocked Scenarios - All shocked scenarios are instant and parallel and assume a sustained rate cycle from that point on. LIBOR OAS is held constant in order to generate shocked market scenarios and The Yieldbook was used to generate the projected cash flows. In shocked scenarios, 0.01% is considered the floor.

Bonds Likely to be Called - The page identifies all callable agencies which will either be called or mature in the next 12 months in any of the shocked scenarios. The methodology used to determine the call assumes a small internal margin to account for the "cost to call."

Municipals - For taxable institutions, the above tax rate detailed - along with TEFRA adjustments for BQs - is used to calculate TEY unless otherwise input. Ratings are a blend of Moody's and Standard & Poors.

Duration - Duration in the shocked detail section is generated by Yield Book.

Original Face - If original face was not supplied, original face was estimated by dividing current face by current factor.

Yields- All yields are Yield to Projected Scenario. (Assumes 100% of The Yield Book prepayment model).

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PORTFOLIO REVIEW AND ANALYSIS

City of Palmdale - Successor Agency

Palmdale, CA

As of Date: 06/30/2024 | Pricing as of: 06/28/2024 | Date of Analysis: 07/10/2024

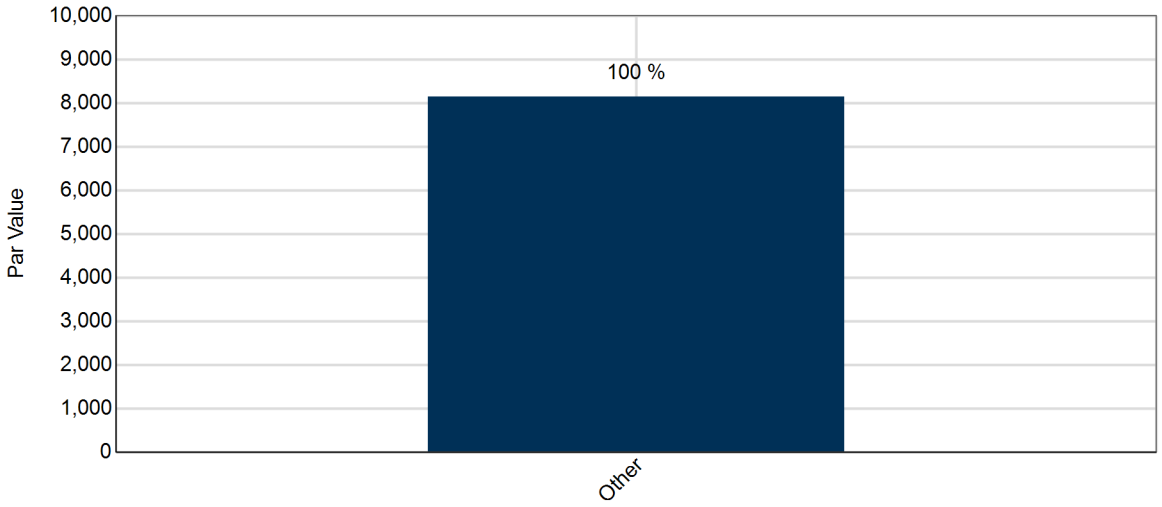
Account Executive: Bill Blackwill



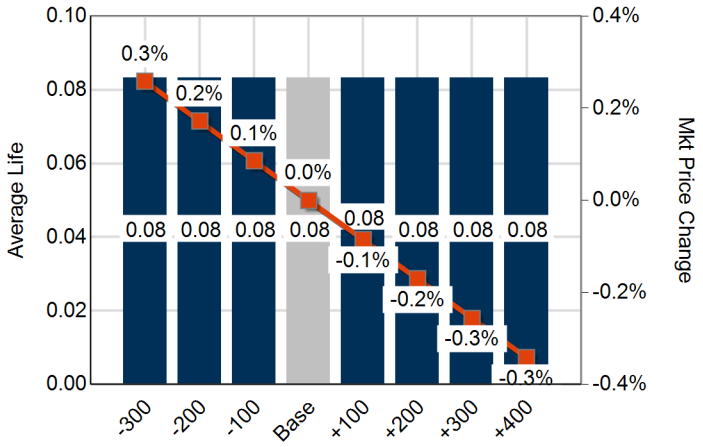
Portfolio Overview

Book Value	8,150
# Securities	1
Average Size (Book)	8,150
Yield at Book	0.78
Market Yield	0.78
$ Gain/Loss	0
% Gain/Loss	0.0%
Average Life	0.08
Average Life +300bps	0.08
% Price Change +100bps	-0.09
% Price Change +300bps	-0.26
Effective Duration	0.09
Effective Convexity	0.00
AFS / HTM%	100% / 0%
Fixed / Floating	100% / 0%
ESG/Green Par (000's)	$0 / $0

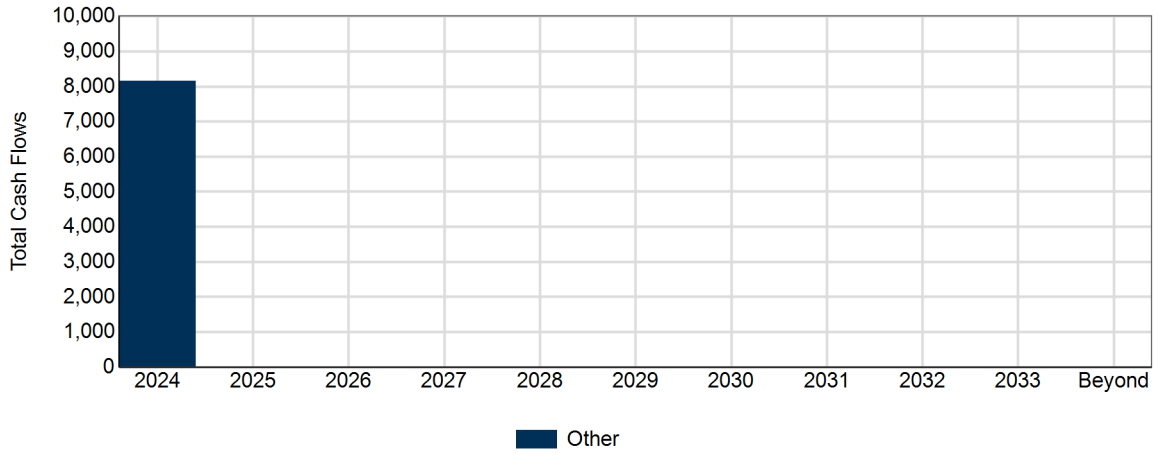
Sector Allocation



Average Life vs Price Sensitivity



Annual Projected Cash Flows By Sector



Historical Portfolio Overview

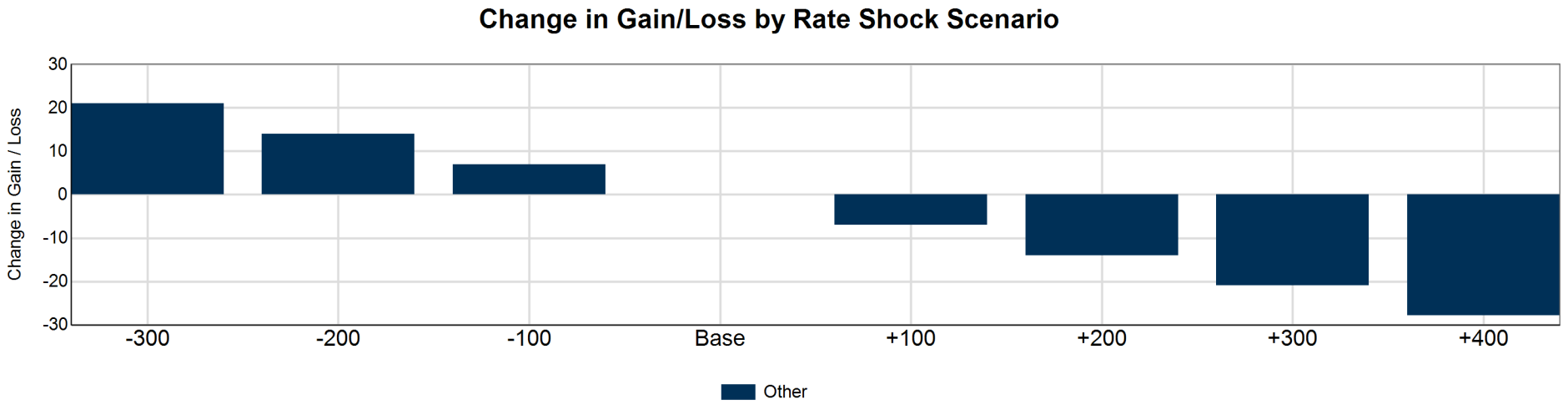
	06/30/2024	03/31/2024	12/31/2023	09/30/2023
Book Value	8,150	6,283	6,216	7,025
Yield at Book	0.78	0.78	0.78	0.78
Yield at Book (+100)	0.78	0.78	0.78	0.78
Yield at Book (+300)	0.78	0.78	0.78	0.78
Yield at Book (-100)	0.78	0.78	0.78	0.78
WAL	0.08	0.08	0.01	0.08
WAL (+100)	0.08	0.08	0.01	0.08
WAL (+300)	0.08	0.08	0.01	0.08
WAL (-100)	0.08	0.08	0.01	0.08
% Price Change (+100)	-0.1%	-0.1%	0.0%	-0.1%
% Price Change (+300)	-0.3%	-0.2%	0.0%	-0.3%
% Price Change (-100)	0.1%	0.1%	0.0%	0.1%
Effective Duration	0.09	0.08	0.01	0.09
Effective Convexity	0.00	0.00	0.00	0.00
$ Gain/Loss	0	0	0	0
% Gain/Loss	0.0%	0.0%	0.0%	0.0%
$ Gain/Loss (+300)	-21	-16	-1	-18
Principal Cash Flow 2 yrs out	100%	100%	100%	100%
Principal Cash Flow 2 yrs out (+100)	100%	100%	100%	100%
Principal Cash Flow 2 yrs out (+300)	100%	100%	100%	100%
Principal Cash Flow 2 yrs out (-100)	100%	100%	100%	100%

Portfolio Sector Summary

Sector	Portfolio %	Par Value	Cpn	Maturity	Book Value	Yield @Bk	Market Value	Yield	% Price Change -100	% Price Change +100	% Price Change +300	Gain/(Loss) $	Gain/(Loss) %	Effective WAL	Effective Dur	Effective Cvx	AFS %
Cash & Other (1)	100.0%	8,150	0.78	0.1 yrs	8,150	0.78	8,150	0.78	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %
Other (1)	100.0%	8,150	0.78	0.1 yrs	8,150	0.78	8,150	0.78	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %
Total (1)	100.0%	8,150	0.78	0.1 yrs	8,150	0.78	8,150	0.78	0.1	-0.1	-0.3	0	0.0%	0.08	0.09	0.00	100 %

Shocked Analysis

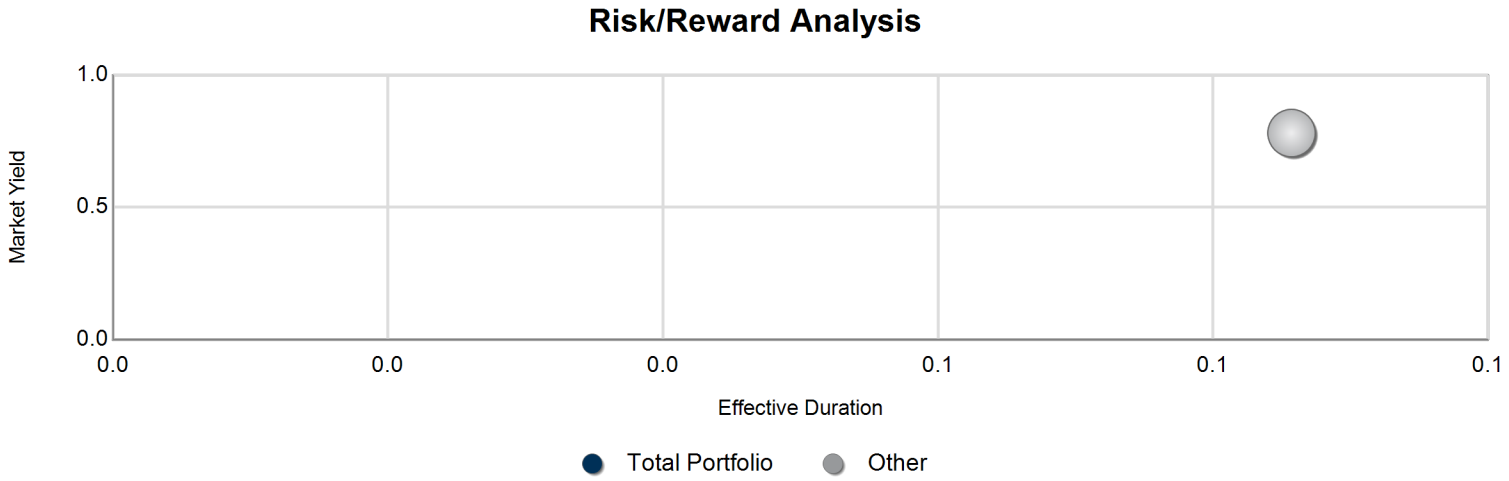
	-300	-200	-100	Base	+100	+200	+300
Par Value	8,150	8,150	8,150	8,150	8,150	8,150	8,150
Book Value	8,150	8,150	8,150	8,150	8,150	8,150	8,150
Market Value	8,171	8,164	8,157	8,150	8,144	8,137	8,130
Gain/(Loss)	21	14	7	0	-7	-14	-21
Gain/(Loss) %	0.3%	0.2%	0.1%	0.0%	-0.1%	-0.2%	-0.3%
Gain/(Loss) % - Chg from Base	0.3%	0.2%	0.1%	0.0%	-0.1%	-0.2%	-0.3%
Book Price	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Yield at Book	0.78	0.78	0.78	0.78	0.78	0.78	0.78
Market Price	100.26	100.17	100.09	100.00	99.91	99.83	99.74
Market Yield	-2.30	-1.28	-0.25	0.78	1.82	2.86	3.90
WAL	0.08	0.08	0.08	0.08	0.08	0.08	0.08



Price Risk & Market Value Change by Sector

	AFS						HTM					
	% Change in Market Value from Level					Eff	% Change in Market Value from Level					Eff
Sector	-100	Mkt Value	+100	+200	+300	Dur	-100	Mkt Value	+100	+200	+300	Dur
Other	0.1%	8,150	-0.1%	-0.2%	-0.3%	0.1%						
Total	0.1%	8,150	-0.1%	-0.2%	-0.3%	0.1%						
Scenario Market Val	8,157	8,150	8,144	8,137	8,130							
Scenario Gain/Loss	7	0	-7	-14	-21							

Total Portfolio (AFS + HTM):	
% Change in Market Val from Level	
-200 bps	0.2%
-100 bps	0.1%
Level Market Val	8,150
+100 bps	-0.1%
+200 bps	-0.2%
+300 bps	-0.3%
+400 bps	-0.3%
Effective Duration	*0.09*
Effective Convexity	0.00



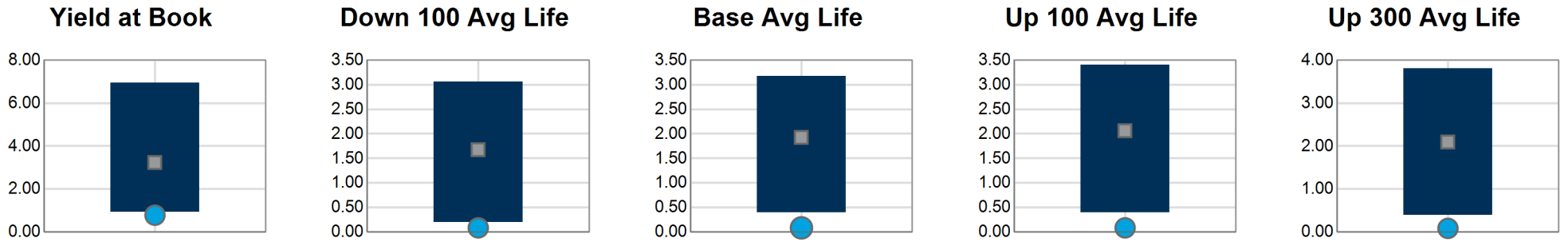
Peer Group Comparison

Peer	As of Date	Book Value	G/L %	Yield @Bk	Average Life			% Price Change			Effective		UST	Fix		Fix	Flt	Agy	Sm	Prv			CD &	%	%
					Base	-100	+300	-100	+100	+300	Dur	Cvx	Agy	MBS	ARM	CMO	CMO	CMBS	Bus.	Label	Muni	Corp	Oth	Fixed	AFS
1	06/24	8,000	-6.7	1.25	1.9	1.9	1.9	1.8	-1.8	-5.1	1.8	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
2	06/24	8,728	-6.1	1.86	2.3	2.2	2.3	2.1	-2.1	-6.3	2.1	0.0	31%	0%	0%	0%	0%	0%	0%	0%	0%	0%	69%	100%	100%
3	06/24	6,949	-6.2	2.90	3.1	3.1	3.2	2.5	-2.4	-7.0	2.5	0.1	0%	14%	0%	14%	0%	0%	0%	0%	0%	0%	71%	100%	100%
4	03/24	10,903	-3.7	1.31	2.1	2.1	2.1	2.0	-1.9	-5.7	2.0	0.1	5%	0%	0%	0%	0%	0%	0%	0%	28%	36%	31%	100%	100%
5	06/24	4,514	-1.4	2.08	0.4	0.4	0.4	0.4	-0.4	-1.1	0.4	0.0	89%	0%	0%	0%	0%	0%	0%	0%	0%	0%	11%	100%	100%
6	06/24	4,042	-6.5	0.93	1.7	1.7	1.7	1.7	-1.6	-4.8	1.7	0.0	94%	0%	0%	0%	0%	0%	0%	0%	0%	0%	6%	100%	100%
7	03/24	25,498	-3.4	3.10	2.4	2.2	2.7	2.1	-2.1	-6.3	2.1	0.0	33%	0%	0%	0%	0%	8%	0%	0%	14%	6%	39%	100%	100%
8	06/24	33,328	-6.6	1.03	2.0	2.0	2.0	1.9	-1.8	-5.4	1.9	0.0	98%	0%	0%	0%	0%	0%	0%	0%	0%	0%	2%	100%	100%
9	06/24	38,102	-1.2	3.77	1.3	1.3	1.3	1.2	-1.2	-3.6	1.2	0.0	15%	0%	0%	0%	0%	0%	0%	0%	48%	2%	35%	100%	100%
10	03/24	38,893	-2.9	2.57	2.4	2.1	3.2	1.8	-2.0	-6.4	1.8	-0.2	67%	0%	0%	0%	0%	0%	0%	0%	0%	0%	33%	100%	67%
11	03/24	39,018	-2.0	2.85	1.9	1.3	2.1	1.2	-1.4	-4.5	1.3	-0.2	47%	0%	0%	0%	0%	5%	0%	0%	1%	1%	46%	100%	100%
12	03/24	40,543	0.9	6.94	1.1	0.9	1.4	0.9	-1.0	-3.3	0.9	0.0	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
13	06/24	41,162	-1.8	4.48	1.7	1.4	1.9	1.3	-1.4	-4.3	1.3	-0.1	31%	0%	0%	0%	0%	0%	0%	0%	0%	0%	69%	100%	100%
14	06/24	53,095	0.5	6.17	2.7	2.7	2.7	2.4	-2.4	-6.8	2.4	0.1	28%	0%	0%	0%	0%	56%	0%	0%	1%	0%	15%	100%	100%
15	06/24	55,011	-4.1	2.71	1.9	1.8	1.9	1.6	-1.7	-4.9	1.6	-0.1	99%	0%	0%	0%	0%	0%	0%	0%	0%	0%	1%	100%	100%
16	06/24	63,538	-0.8	4.91	2.4	1.2	2.8	1.2	-1.5	-5.4	1.3	-0.4	60%	0%	0%	0%	0%	8%	0%	0%	0%	0%	32%	100%	100%
17	05/24	84,345	-2.0	3.50	0.6	0.6	0.6	0.5	-0.5	-1.5	0.5	0.0	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	75%	100%	100%
18	04/24	92,599	-3.8	2.50	1.9	1.7	2.0	1.7	-1.7	-5.0	1.7	0.0	71%	0%	0%	0%	0%	2%	0%	0%	2%	0%	26%	100%	100%
19	06/24	109,136	-3.0	3.82	2.6	2.4	2.7	2.2	-2.2	-6.5	2.2	-0.1	68%	0%	0%	1%	0%	3%	0%	2%	0%	14%	11%	99%	100%
20	03/24	121,943	-0.2	5.25	1.5	0.2	1.9	0.4	-0.9	-3.5	0.7	-0.3	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
21	03/24	141,859	-2.0	3.76	1.3	1.0	1.5	1.0	-1.0	-3.3	1.0	-0.1	31%	0%	0%	0%	0%	0%	0%	0%	32%	1%	36%	100%	100%
22	04/24	143,083	0.0	2.16	1.2	0.9	1.6	0.9	-1.1	-3.7	1.0	-0.3	57%	0%	0%	0%	0%	1%	0%	0%	0%	0%	43%	100%	100%
23	06/24	147,693	-2.1	4.15	2.4	2.2	2.5	2.1	-2.1	-6.2	2.1	0.0	72%	0%	0%	0%	0%	0%	0%	0%	0%	1%	27%	100%	100%
24	05/24	157,774	-2.6	4.44	3.2	2.9	3.8	2.3	-2.4	-7.5	2.3	-0.1	3%	10%	11%	10%	4%	9%	4%	0%	25%	25%	0%	82%	100%
25	03/24	184,952	-3.7	2.54	2.1	1.5	2.3	1.4	-1.6	-5.2	1.5	-0.2	100%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%
Avg		66,188	-2.9	3.24	1.9	1.7	2.1	1.5	-1.6	-4.9	1.6	-0.1	57%	1%	0%	1%	0%	4%	0%	0%	6%	3%	27%	99%	99%
Port		8,150	0.0	0.78	0.1	0.1	0.1	0.1	-0.1	-0.3	0.1	0.0	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	100%	100%	100%
Diff		-58,038	2.9	-2.46	-1.8	-1.6	-2.0	-1.5	1.5	4.7	-1.5	0.1	-57%	-1%	0%	-1%	0%	-4%	0%	0%	-6%	-3%	73%	1%	1%

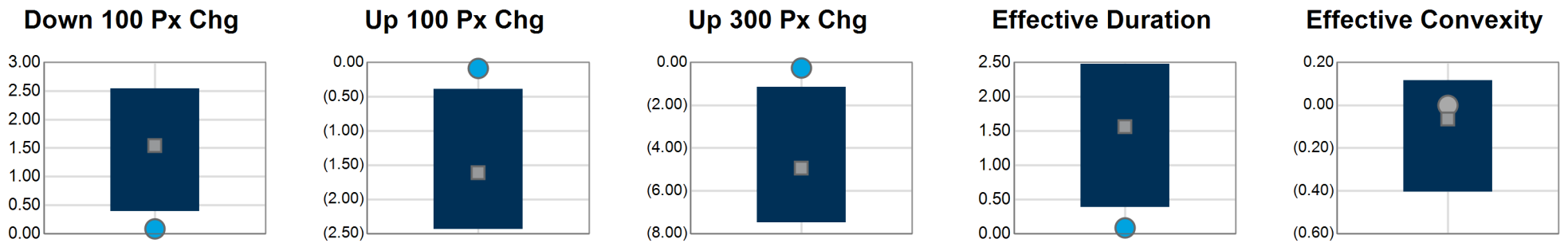
* Peer group includes Public Entitys that have received portfolio analysis from Stifel in the last three months with the closest portfolio book values.

Summary Peer Comparison

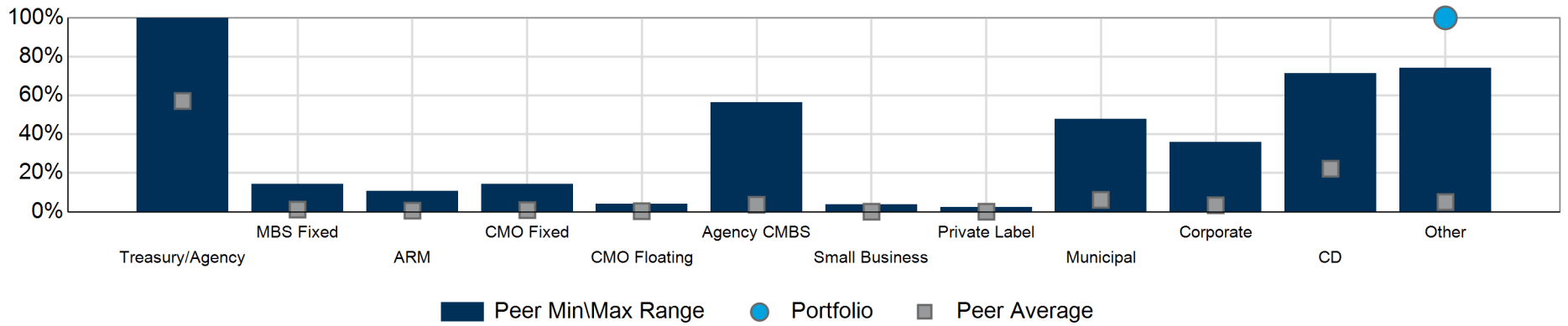
Yield and Average Life Peer Comparison



Price Risk Peer Comparison



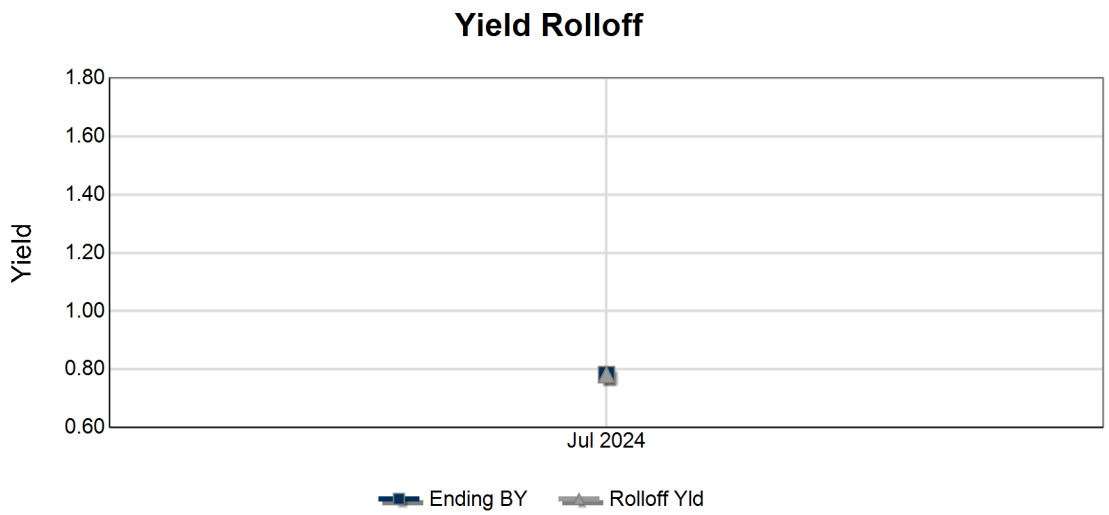
Porfolio vs. Peer Allocations



Each box contains the range of your peer group, the top and bottom of the boxes being the max and min. The gray box is the avg. of your peers within the range and the blue dot represents your position.

Cash Flow and Rolloff Yield - Next 12 Months

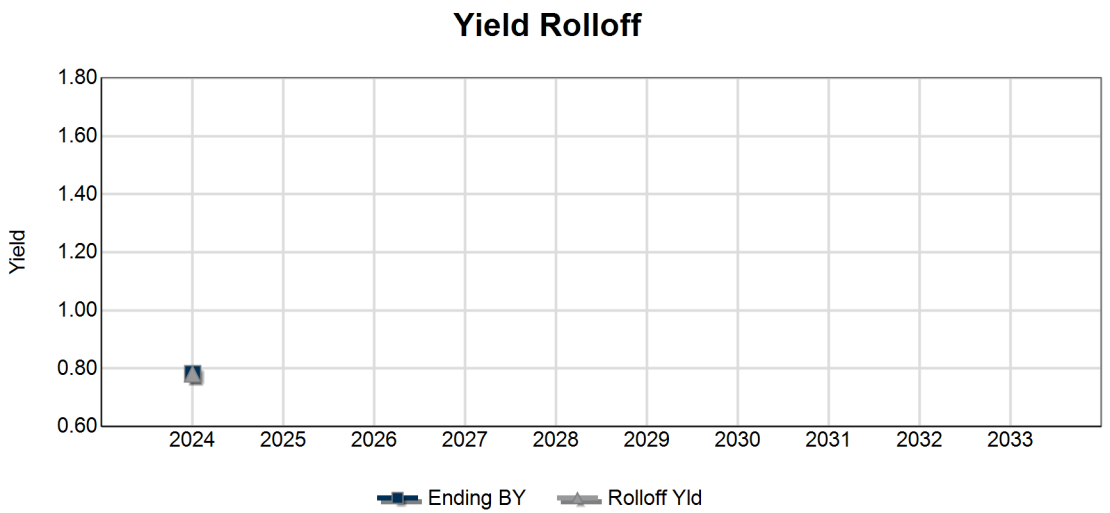
Yield Rolloff				
Month	Begin BY	Principal CF	Rolloff Yld	Ending BY
Jul 2024	0.78	8,150	0.78	



Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
Jul 2024	8,156	8,156	8,156	8,156	8,156	8,156	8,156

Cash Flow and Rolloff Yield - Next 10 Years

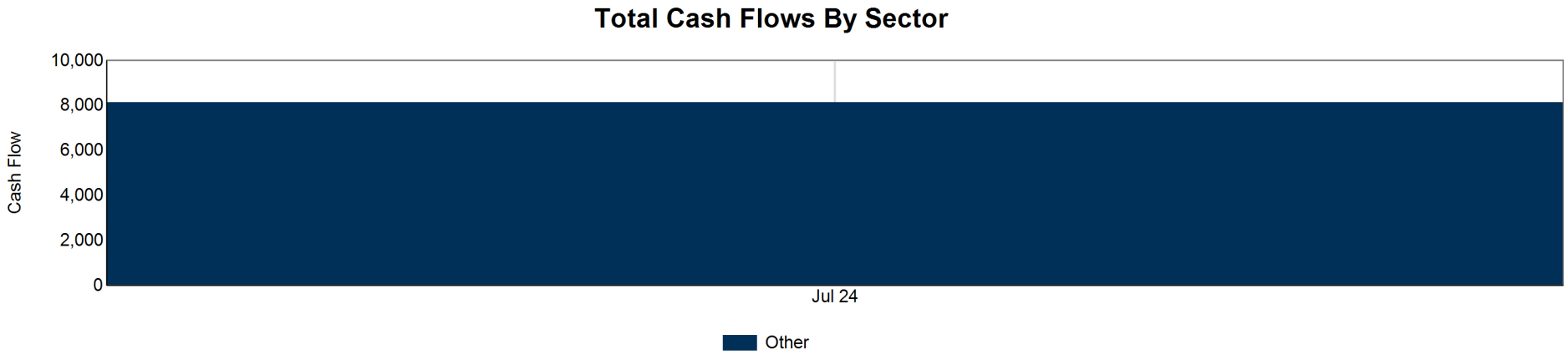
Yield Rolloff				
Year	Begin BY	Principal CF	Rolloff Yld	Ending BY
2024	0.78	8,150	0.78	
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				



Shocked Principal and Interest Cash Flow Analysis							
Year	-300	-200	-100	Base	+100	+200	+300
2024	8,156	8,156	8,156	8,156	8,156	8,156	8,156

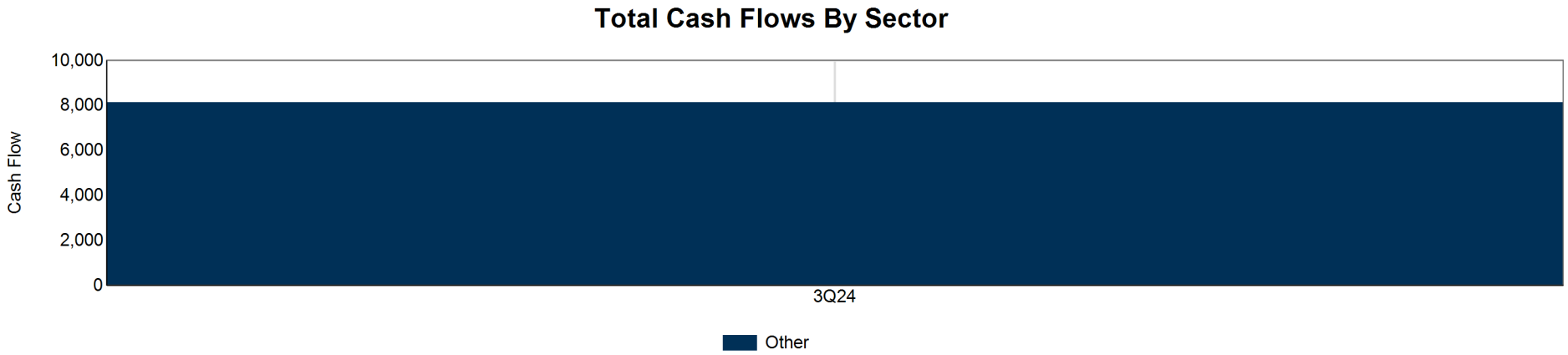
Sector Cash Flow - Next 12 Months

		Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Bk Yld Chg
Other	Cash Flow End BY	8,156												
Total	Cash Flow End BY	8,156												



Sector Cash Flow - Next 3 Years

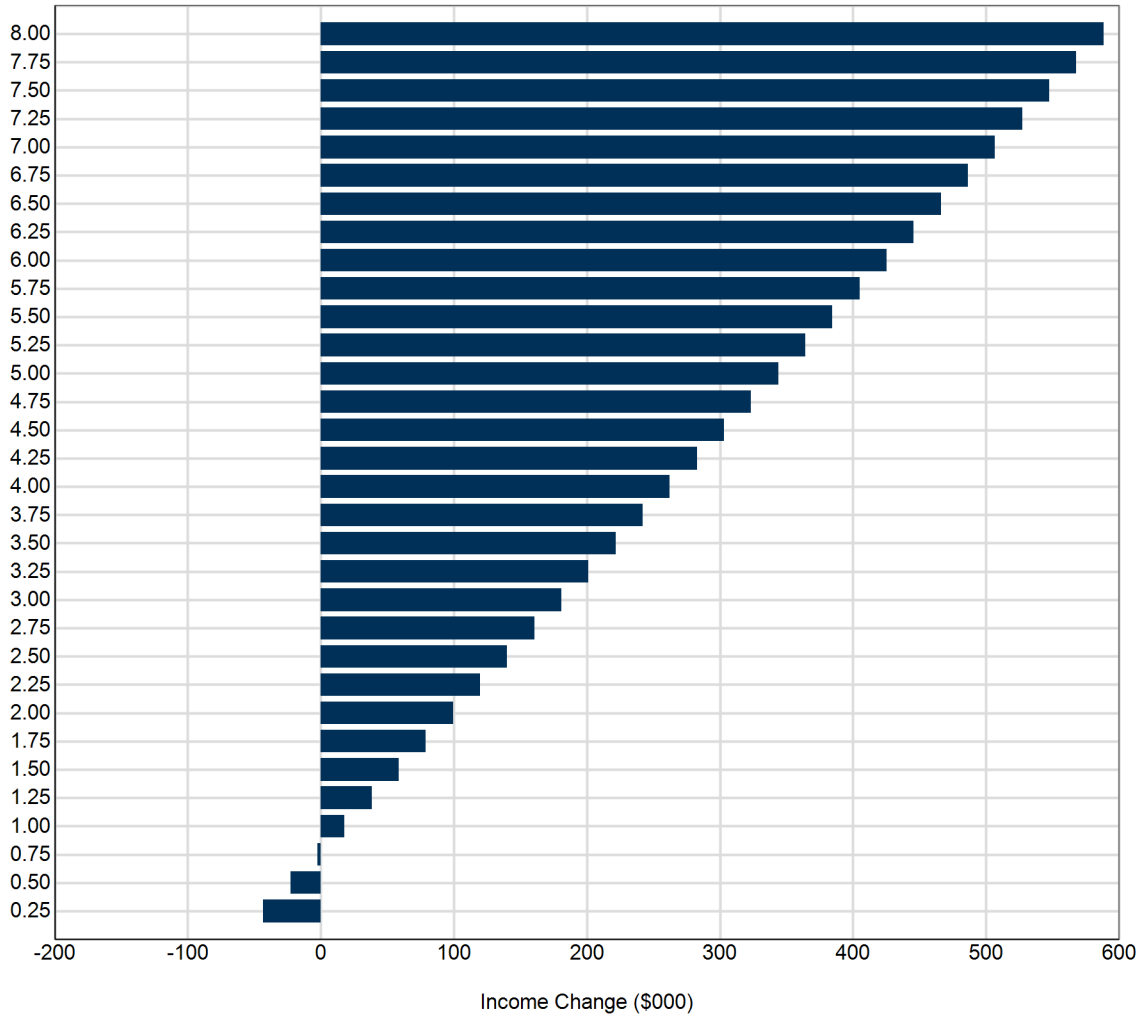
		3Q24	4Q24	1Q25	2Q25	3Q25	4Q25	1Q26	2Q26	3Q26	4Q26	1Q27	2Q27	Bk Yld Chg
Other	Cash Flow End BY	8,156												
Total	Cash Flow End BY	8,156												



Gap Analysis - Potential Income Impact of Principal Reinvestment

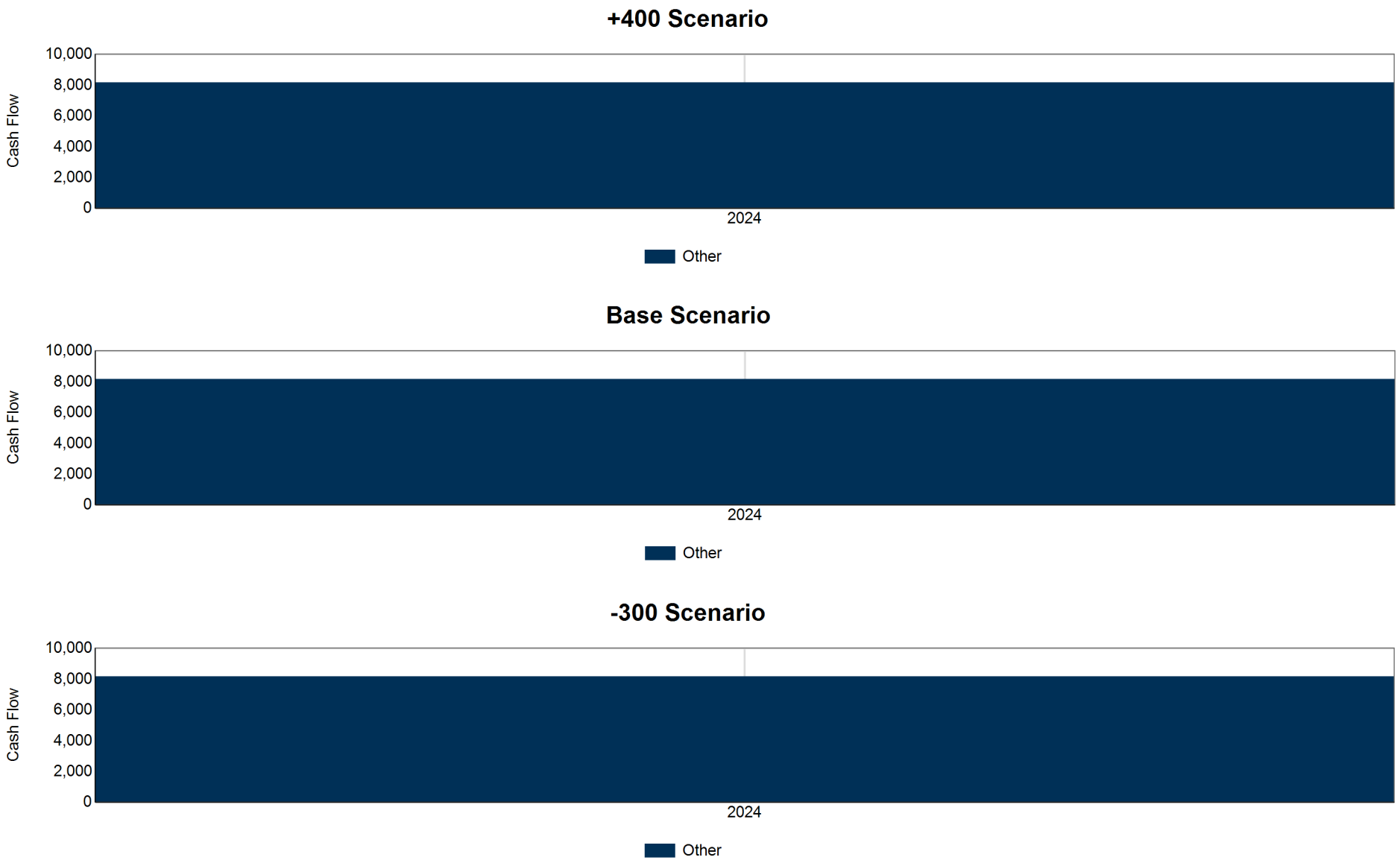
Principal Maturing(12 Mo.Horizon): $8,150
Current Yield at Book of Principal Maturing: 0.78%
Est. Annual Income at Current Yield at Book: $64

Estimated Impact on Income at Various Reinvestment Yields



Assumed Reinvestment Yield	Estimated Annualized Income	Income Difference from Current Book	Resulting Yield at Book
0.25	20	-43	0.25
0.50	41	-23	0.50
0.75	61	-3	0.75
1.00	82	18	1.00
1.25	102	38	1.25
1.50	122	59	1.50
1.75	143	79	1.75
2.00	163	99	2.00
2.25	183	120	2.25
2.50	204	140	2.50
2.75	224	160	2.75
3.00	245	181	3.00
3.25	265	201	3.25
3.50	285	222	3.50
3.75	306	242	3.75
4.00	326	262	4.00
4.25	346	283	4.25
4.50	367	303	4.50
4.75	387	323	4.75
5.00	408	344	5.00
5.25	428	364	5.25
5.50	448	385	5.50
5.75	469	405	5.75
6.00	489	425	6.00
6.25	509	446	6.25
6.50	530	466	6.50
6.75	550	486	6.75
7.00	571	507	7.00
7.25	591	527	7.25
7.50	611	548	7.50
7.75	632	568	7.75
8.00	652	588	8.00

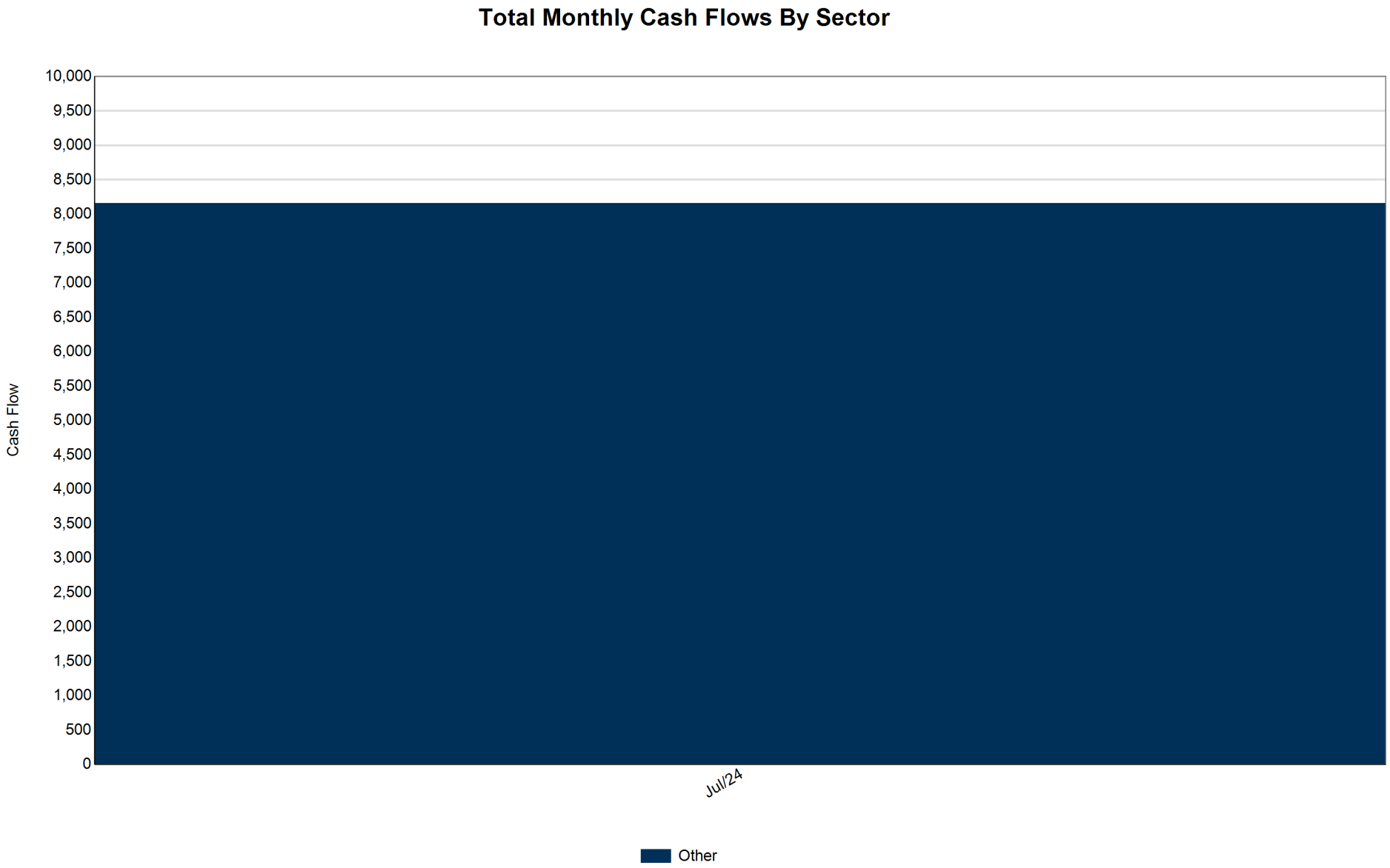
Shocked Cash Flows By Sector - Next 10 Years



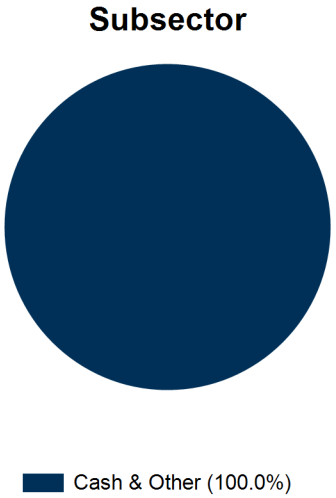
Cash Flows By Sector - Next 30 Years

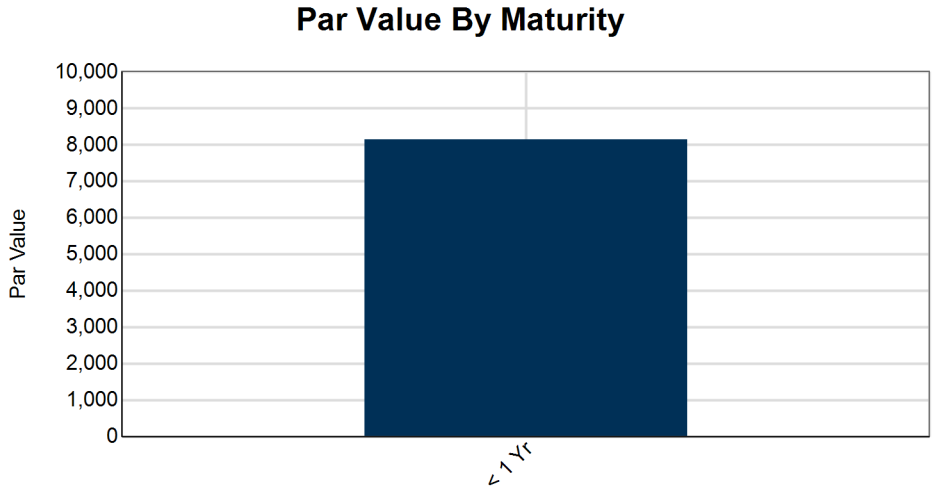


Cash Flow Projection By Month - Next 5 Years



Other - Summary





Subsector	Sector %	Par Value	Cpn	Maturity Next Call	Bk Price Bk Value	Yield @Bk	Mkt Price Mkt Value	Mkt Yield	G/L $ Base + 300	G/L % Base + 300	WAL Base + 300	Px Chg -100 +300	Dur Base	Cvx Base	AFS %
				0.1 yrs	100.00		100.00		0	0.0%	0.08	0.1	0.09	0.00	
Cash & Other (1)	100.0%	8,150	0.78		8,150	0.78	8,150	0.78	-21	-0.3%	0.08	-0.3			100.0%
				0.1 yrs	100.00		100.00		0	0.0%	0.08	0.1	0.09	0.00	
Total (1)	100.0%	8,150	0.78		8,150	0.78	8,150	0.78	-21	-0.3%	0.08	-0.3			100.0%

Portfolio Considerations

Sector	Cnt	Cpn	Maturity	Par Value	Book Price	Market Price	Gain/ (Loss)	Yield @ Book	WAL	Eff. Dur	Historical CPR 1 Mo.	Historical CPR 3 Mo.	Historical CPR Life	Proj. CPR Life	Loan Count
Yield at Book < 2%	1	0.78	0.1 yrs	8,150	100.00	100.00	0	0.78	0.1	0.09					
Cash & Other	1	0.78	0.1 yrs	8,150	100.00	100.00	0	0.78	0.1	0.09					

Key Portfolio Sorts

Top 10 Up 300 Market Value Changes (%)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	07/31/24	8,150	100.00	100.00	0	0.781	0.08	-0.26	-21	-21	0.09	AFS
			0.78		8,150	100.00	100.00	0	0.781	0.08	-0.26	-21	-21	0.09	

Top 10 Up 300 Market Value Changes ($)

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	07/31/24	8,150	100.00	100.00	0	0.781	0.08	-0.26	-21	-21	0.09	AFS
			0.78		8,150	100.00	100.00	0	0.781	0.08	-0.26	-21	-21	0.09	

Key Portfolio Sorts

Top 10 Marked to Market Up 300 Loss Positions

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	WAL	% Px Δ +300	$ Amt Δ +300	G/L +300	Eff. Dur	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	07/31/24	8,150	100.00	100.00	0	0.781	0.08	-0.26	-21	-21	0.09	AFS
			0.78		8,150	100.00	100.00	0	0.781	0.08	-0.26	-21	-21	0.09	

Top 10 Average Life Extension Up 300bps

CUSIP	Sector	Description	Cpn	Maturity	Par Value	Book Price	Market Price	G/L	Yield @ Book	% Px Δ +300	Eff. Dur	WAL	WAL +300	Chg in WAL	INT
PLMDLLAIF	Cash & Other	LAIF	0.78	07/31/24	8,150	100.00	100.00	0	0.781	-0.26	0.09	0.08	0.08	0.00	AFS
			0.78		8,150	100.00	100.00	0	0.781	-0.26	0.09	0.08	0.08	0.00	

Other - CUSIP Detail

CUSIP	Ticker	Par Value	Coupon Type Rate	Step Date Rate	Proj.Mat. Final Mat.	Bk Price Bk Value	Yield @ Bk	Mkt Price Mkt Value	Mkt Yield	Gain/(Loss) % $	% Px Δ -100 +300	Effective Dur Cvx	ESG/Gr Intent
			Fixed		07/24	100.00		100.00		0.0%	0.1	0.09	
PLMDLLAIF		8,150	0.780		07/31/24	8,150	0.78	8,150	0.78	0	-0.3	0.00	AFS
						100.00		100.00		0.0%	0.1	0.09	
Cash & Other		8,150	0.780			8,150	0.78	8,150	0.78	0	-0.3	0.00	
						100.00		100.00		0.0%	0.1	0.09	
Total		8,150	0.780			8,150	0.78	8,150	0.78	0	-0.3	0.00	

Shocked CUSIP Analysis

		-300		-200		-100		Base		+100		+200		+300	
CUSIP	Par Value	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ	$ Amt Δ	% Px Δ
Description	Coupon	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld	Mkt Px	Mkt Yld
	Maturity		WAL		WAL		WAL	Dur	WAL		WAL		WAL		WAL
	8,150	21	0.26%	14	0.17%	7	0.09%	0	0.00%	-7	-0.09%	-14	-0.17%	-21	-0.26%
PLMDLLAIF	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
LAIF	07/31/2024		0.08		0.08		0.08	0.09	0.08		0.08		0.08		0.08
Other	8,150	21	0.26%	14	0.17%	7	0.09%	0	0.00%	-7	-0.09%	-14	-0.17%	-21	-0.26%
	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
			0.08		0.08		0.08	0.09	0.08		0.08		0.08		0.08
Total	8,150	21	0.26%	14	0.17%	7	0.09%	0	0.00%	-7	-0.09%	-14	-0.17%	-21	-0.26%
	0.78	100.26	-2.30	100.17	-1.28	100.09	-0.25	100.00	0.78	99.91	1.82	99.83	2.86	99.74	3.90
	0		0.08		0.08		0.08	0.09	0.08		0.08		0.08		0.08

Portfolio Changes

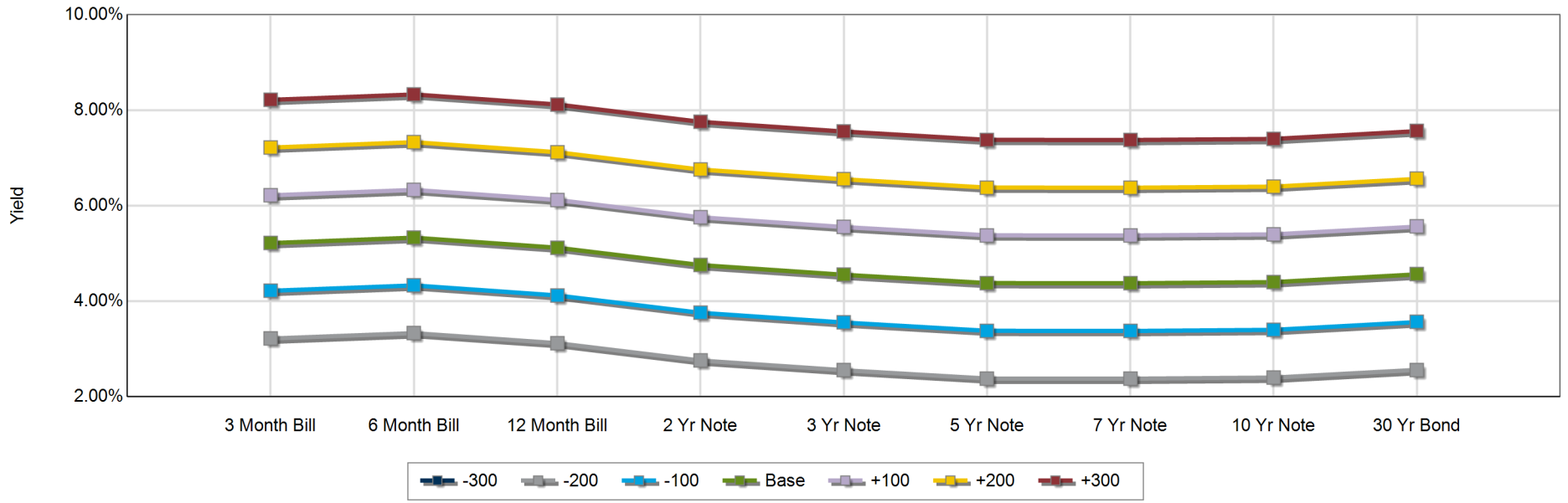
Partial Buy3/2024-6/2024

CUSIP	Sector	Security Description	Maturity	Coupon	Original Face	Book Price	Intent	Redemption Type
PLMDLLAIF	Other	LAIF	07/31/2024	0.78	8,150,477	100.00	AFS	Same CUSIP buys

Shocked Assumptions

	Scenarios						
	Down 300	Down 200	Down 100	Base	Up 100	Up 200	Up 300
Shift Amount	-300	-200	-100	0	100	200	300
Curve Slope Change	0	0	0	0	0	0	0
Shock Horizon	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate	Immediate
Curve Type	Static	Static	Static	Static	Static	Static	Static
Valuation Date	2024-06-30	2024-06-30	2024-06-30	2024-06-30	2024-06-30	2024-06-30	2024-06-30

Yield Curve Scenarios



Report Assumptions

Assumptions

• Calculation Engine	The Yield Book © and ZM Financial
• Cash Flow Model	The Yield Book ©
• Curve Date	Same as Portfolio As Of Date
• Curve Type Used	Swap Curve
• Curve Shape	Immediate Sustained Parallel Shocks
• Price Shock Methodology	Constant OAS for fixed rate securities; immediate market shift for floating rate securities
• Horizon Period	Immediate Time Horizon
• Reinvestment Rate	3 Month T-Bill
• Cost of Funds	1.00%
• Tax Rate	21.0%

Additional Information

Rolloff Yield - Rolloff Yield is the weighted average yield of the cashflows (maturities, calls and paydowns) that roll off during the noted time period. Ending Yield at Book is the weighted average yield of the remaining securities at the noted time period.

Shocked Scenarios - All shocked scenarios are instant and parallel and assume a sustained rate cycle from that point on. LIBOR OAS is held constant in order to generate shocked market scenarios and The Yieldbook was used to generate the projected cash flows. In shocked scenarios, 0.01% is considered the floor.

Bonds Likely to be Called - The page identifies all callable agencies which will either be called or mature in the next 12 months in any of the shocked scenarios. The methodology used to determine the call assumes a small internal margin to account for the "cost to call."

Municipals - For taxable institutions, the above tax rate detailed - along with TEFRA adjustments for BQs - is used to calculate TEY unless otherwise input. Ratings are a blend of Moody's and Standard & Poors.

Duration - Duration in the shocked detail section is generated by Yield Book.

Original Face - If original face was not supplied, original face was estimated by dividing current face by current factor.

Yields- All yields are Yield to Projected Scenario. (Assumes 100% of The Yield Book prepayment model).

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City Council Staff Report

DATE: **AUGUST 7, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**
CITY MANAGER'S OFFICE

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH WILLDAN ENGINEERING TO PROVIDE INNOVATIVE SOLUTIONS AND SMART CITY PROGRAM CONSULTING SERVICES IN AN AMOUNT NOT TO EXCEED $750,000 FOR A TERM OF THREE (3) YEARS WITH AN OPTION TO EXTEND TWO ONE-YEAR TERMS IN AN AMOUNT NOT TO EXCEED $250,000 EACH ADDITIONAL YEAR**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. 8926 with Willdan Engineering (Willdan) to provide Innovative Solutions and Smart City Program consulting services in an amount not to exceed $750,000 for a term of three (3) years with an option to extend two one-year terms in an amount not to exceed $250,000 each additional year;

2. Authorize the City Manager or her designee to execute Agreement No. A-8929 with Willdan, including minimal and/or non-substantial changes; and,

3. Authorize the City Manager or her designee to exercise the option to extend two additional one-year terms and execute the agreements, including minimal and/or non-substantial changes.

BACKGROUND

On April 15, 2024, the City initiated a competitive bidding process to procure a creative and impartial third-party consultant to bolster the City's Innovative Solutions and Smart City Program. This program is designed to serve as a testing ground for pioneering concepts, validating their practical benefits within our community.

The selected consultant will play a pivotal role in identifying and implementing Smart City technologies and innovative solutions, guiding the City toward a seamless transition into the future.

DISCUSSION

Following a thorough evaluation of multiple proposals, Willdan emerged as the preferred consultant to support the City's Innovative Solutions and Smart City Program. Willdan will oversee and manage the Program, which aims to establish a platform for testing and validating new ideas in real-world scenarios. Their strategic approach will focus on integrating Smart City technologies and innovative solutions to advance the City's progress.

Key responsibilities entrusted to Willdan will include proactive engagement in marketing and outreach efforts, facilitation of City procedures, provision of technical guidance, meticulous oversight of project implementations, effective project management, and rigorous evaluation of both programs and projects.

FISCAL IMPACT

$750,000; Program funds are allocated under Professional Services Account No. 10118001-721960. The cost of the consulting agreement is not to exceed $250,000 per year. Subsequent years will be allocated through the budget process.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

A. Seek innovative, cost effective, customer focused methods of service delivery.
B. Implement and administer environmentally sustainable programs.

Prepared by:	Salvador Mendez, Assistant City Manager
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-8926 with Willdan Engineering

AGREEMENT NO. A-8926
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND WILLDAN ENGINEERING

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 WILLDAN ENGINEERING (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:

CONSULTANT's responsibilities shall include, but are not limited to:
• Inform CITY Staff on potential innovative and smart city solutions and upgrades to the current system; Evaluate, Develop, and make recommendations in the form of comprehensive written reports of findings; The CONSULTANT may be required to be on-site to present findings and/or reports to both CITY Staff and City Council.
o Areas of potential new Innovative solutions and smart city programs include but are not limited to:

▪ Energy Technologies – To be determined

▪ Public Safety Smart Technology

▪ Connectivity
• Unify digital resources & communications to improve civic engagement o Bridge Digital Divide o Utilize of the City's fiber infrastructure o Artificial Intelligence (AI)
• Utilize smart technology with Streetlight Poles

▪ Health & Safety • Illegal Dumping Reduction Smart Technology • Graffiti Reduction Smart Technology

▪ Mobility • Improve transportation systems to provide safe, affordable, clean, and accessible multi-modal options for all.
o High-Speed Rail and Public & Private Rail
o Traffic Optimization
o Complete Streets Program
o Airport

▪ Alternate Energy • Provide resilient, reliable, affordable, and sustainable energy service to all • EPIC Program • Energy generation and storage options, including battery storage • Microgrid • Hydrogen Energy • Zero Emissions Type Programs • Utilization of other Natural Resources o Solar, Wind, and Hydrogen o Usage of local resources such as California Aqueduct and Littlerock Dam o Kinetic energy

▪Complex Development • Non-traditional revenue generation o Cannabis o Affordable housing o Unique economic development opportunities
▪ Water • Reduce water consumption, improve water quality, and protect residents from severe weather events o On-Site Rainwater and Greywater Harvesting o Net Zero Water Building • Acquisition and negotiation for future development and/or use
Additional responsibilities shall include, but are not limited to:
• Liaise with the City Manager's office o Provide comprehensive oversight for unique economic development opportunities, both solicited and unsolicited. ▪ Review and vet projects from start to completion. o Provide monthly in-person and/or written reports to the City Manager's Office.
• New programs recommended for implementation must be accompanied by a short and long-term maintenance plan, including funding details o Research, evaluate, recommend, and apply for any/all potential Grant, financing, or incentive opportunities that could support the program. ▪ Ensure programs meet state or federal mandates. ▪ Create, provide, and submit reports on the program's progress and compliance. o Provide a Comprehensive Financial analysis of any current Program or any suggested new program. ▪ Analysis should reflect estimated costs to implement the recommended improvements, anticipated energy cost savings, return on investment of recommended improvements, anticipated operations and maintenance savings, and anticipated cost benefits of moving to different rate programs (if applicable) ▪ Independent assessment of utility data reports and information, including monthly data dashboards, quarterly data, and year-end performance results. Recommendations for improvements should be made based on this assessment. o Monitor and evaluate the effectiveness of programs and provide technical support and recommendations to City Staff to continually enhance program design and implementation.
• Document and/or conduct research and analysis and create recommendations so decisions can be made based on sound data, policy summaries, analysis and whitepapers to inform, guide and empower CITY.
• Evaluate, Develop, and make recommendations, including, but not limited to, policies, plans, and programs.

• Assume overall responsibility for managing and coordinating the work of any additional consultants hired by the CITY to support its objectives.
• Develop a realistic roadmap and implementation plan for how the CITY can achieve the defined vision. The roadmap should prioritize equitable use of technology and data and include priority area projects, timelines, and resources.
• Evaluate the impacts of past and potential legislation and/or CITY directives on energy efficiency. Educate CITY Staff on such legislation and associated impacts.

• Advocate for program design and delivery improvements, including, but not limited to, providing recommendations for increasing the benefits of efficiency to underserved sectors.

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:

Vanessa Munoz; 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 three (3) years, commencing on the effective date, with CITY reserving the option to extend the agreement for two (2) additional terms of one (1) year each.

5 TAXES

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

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

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

6 PATENT FEES AND ROYALTIES

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

7 STANDARDS OF PERFORMANCE

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

8 CONSULTANT’S PERSONNEL

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

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

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

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND dollars ($750000), payable as follows:

The CONSULTANT will provide invoices to the CITY as necessary, contingent upon the deliverables delineated in the description of work, adhering to a contract total Not to Exceed (NTE) limit of $750,000 for a term of three (3) years, with an annual NTE amount of $250,000. The contract may be extended for up to two additional one-year terms, with each extension having an NTE value of $250,000.

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

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

9.3 CONSULTANT shall maintain adequate records and shall permit inspection and audit by CITY of CONSULTANT's charges under this Contract. CONSULTANT

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

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

10 INDEMNIFICATION

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

11 INSURANCE

11.1 CONSULTANT, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 11.8, must be reviewed and accepted by the City Attorney**.

11.1.1 Workers' Compensation and Employer's Liability

- Workers' Compensation—coverage as required by the State of California

- Employer's Liability:
  $1,000,000.00 each accident
  $1,000,000.00 policy limit bodily injury
  $1,000,000.00 each employee bodily injury by disease

11.1.2 Professional Liability (Errors & Omissions) Insurance*
- $1,000,000 limit on a per occurrence basis

11.1.3 Commercial General Liability
- $1,000,000.00 limit on a per occurrence basis
- $2,000,000.00 general aggregate limit

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

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

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

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

B. "Severability of Interest" clause.

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

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

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

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

11.8 Acceptable Proof of Insurance:

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

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

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

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

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

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

12 TERMINATION WITHOUT CAUSE

CITY reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination,

CONSULTANT shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and sub-consultants to cease such work. CONSULTANT shall also surrender to CITY all finished or unfinished documents or programs and other materials, which shall be City's property. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

13 TERMINATION FOR CAUSE

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

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

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

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

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

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, research, field notes, investigations, analysis, and studies which are prepared in the performance of this Contract are to be, and remain the property of CITY. CONSULTANT shall furnish CITY, upon its request, originals or reproducible or electronic copies of reports, studies and of all other documents listed above.

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

A. The amount involved, together with CONSULTANT's analysis of such cost or price; and

B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.

C. The requirement to hire only those persons authorized by federal law to work in the United States.

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

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

17.1 In performance of this Contract, CONSULTANT shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, or age. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without

regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

18 FINANCIAL INTEREST CERTIFICATION

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

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

19 CONFLICT OF INTEREST

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

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

19.3 If CONSULTANT is a registered professional engineer or licensed land surveyor and the scope of work requires CONSULTANT'S recommendation of the actual formula to spread the costs of an assessment district's improvements, then CONSULTANT shall not participate in making that recommendation if the additional elements set forth in Government Code section 87100.1(c) apply. Those additional elements are: (1) CONSULTANT has received income of $250 or more for

professional services in connection with any parcel included in the benefit assessment district within 12 months prior to the creation of the district; and (2) the district includes other parcels in addition to those parcels for which CONSULTANT received the income. In the event a conflict of interest does arise in that context, City shall select a different CONSULTANT to recommend the actual formula to spread the costs of the assessment district's improvements and the costs of such services shall be deducted from the compensation to be paid to CONSULTANT.

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

20 COMPLIANCE WITH LAW

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

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

21 NOTICES

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

22 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

23 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

Ronda Perez
City Manager
Salvador Mendez
Signed: 8/1/2024

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

WILLDAN ENGINEERING:

Vanessa Munoz
Signed: 8/1/2024

Vanessa Munoz
President

ADDRESS FOR NOTICE:
WILLDAN ENGINEERING
13191 Crossroads Parkway North, Suite 405
City of Industry, CA 91746

APPROVE AS TO FORM:

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
City Clerk

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

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

Record of Signing

For
Name
Title



Signed on 2024-08-01 16:14:24 GMT

Secured by Concord™
DocumentID: 02xHatUJYCdvTzhJgEiRo3
SigningID: 02xHatUJM7DSnT3o7IkP6S
Signing date: 8/1/2024
IP Address: 206.171.111.149
Email: smendez@cityofpalmdale.org

For
Name
Title



Signed on 2024-08-01 17:26:14 GMT

Secured by Concord™
DocumentID: 02xHatUJYCdvTzhJgEiRo3
SigningID: 02xHceoTeXTuOz0rrgyxOz
Signing date: 8/1/2024
IP Address: 47.176.24.26
Email: vmunoz@willdan.com

concord™
Where agreements happen.

Signed with www.concordnow.com

City Council Staff Report

DATE: **AUGUST 7, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PARKS AND RECREATION DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE AGREEMENT WITH JAD HOYOS, INC., DBA FEATHERS CUSTOM SIGNS TO PROVIDE ANTI-GRAFFITI VINYL WRAP SERVICES FOR 160 CITY-OWNED UTILITY CABINETS ALONG ROADWAYS IN THE AMOUNT OF $150,000 FOR A TERM OF ONE YEAR WITH THE OPTION TO EXTEND TWO ONE-YEAR TERMS**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8927 with JAD Hoyos, Inc., dba Feathers Custom Signs to provide anti-graffiti vinyl wrap services for 160 City-owned utility cabinets along roadways in the amount of $150,000 for a term of one year with the option to extend two one-year terms;

2. Authorize the City Manager or her designee to execute Agreement No. A-8927 with JAD Hoyos, Inc., dba Feathers Custom Signs, including minimal and/or non-substantial changes; and,

3. Authorize the City Manager or her designee to exercise the option to extend two additional one-year terms and execute each agreement, including minimal and/or non-substantial changes.

BACKGROUND

The City's graffiti abatement team responds to over 1,000 graffiti reports per year. On March 15, 2023, the City Council approved Agreement No. A-8266 with Feathers Custom Signs to wrap 103 traffic control utility cabinets with a graffiti-resistant laminate that facilitates the removal of graffiti paint and markers, reducing response time if tagged. These vinyl wraps have been well received by the community, as they enhance public spaces with artwork that represents our region.

The City is now proposing to wrap 160 roadway utility cabinets to continue graffiti abatement and community beautification efforts. Imagery reflecting Palmdale's natural

landscape and habitat, featuring wildflowers, birds, and reptiles, was selected. Fifteen images were presented to the community via a survey, resulting in the top three choices: Joshua trees, poppy flowers, and cacti. The survey was widely promoted through an e-newsletter, a press release, and social media boosts, resulting in nearly 300 responses from the public.

DISCUSSION

The City released an Invitation for Bids (IFB) No. 24-001-4400 for vinyl wrap services on April 23, 2024. Notifications were released through PlanetBids and sent to 12 service vendors. The City received two complete bids. Upon reviewing the bid responses and reference checks, Feathers Custom Signs was found to be the lowest responsible and responsive bidder. Staff recommends awarding Feathers Custom Signs Agreement No. A-8927 in the amount of $150,000.

Vinyl wrap services include the cleaning, degreasing, and pressure washing of the surface of each item to ensure the longevity of material installation. The material used will include anti-graffiti laminate that will be UV-protected. Feathers Custom Signs will provide all needed materials, develop appropriate measurements per item, print all graphics, and manage future repairs and maintenance. The wraps have an average lifespan of five to seven years, depending on weather and outdoor conditions. The wrapping of these remaining 160 utility cabinets supports the City's efforts to combat graffiti.

FISCAL IMPACT

$150,000; Funds are budgeted and available in FY 2024-25 in Measure AV account No. 15733002-737100.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Keri Smith, Director of Parks and Recreation
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-8927 with JAD Hoyos Inc. dba Feathers Custom Signs
Exh A Payment Schedule Agrmt No. A-8927
Exh B Utility Box Community Imagery Survey Results

AGREEMENT NO. A-8927
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND JAD HOYOS INC. DBA FEATHERS CUSTOM SIGNS

This CONTRACT for services ("Contract" herein) is made and entered into by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and JAD HOYOS INC. DBA FEATHERS CUSTOM SIGNS, a Corporation , (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

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

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

1 CITY PROJECT MANAGER

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

2 DESCRIPTION OF WORK

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

CONTRACTOR shall furnish all materials, labor, and equipment to prepare surfaces and apply decorative vinyl wrap on approximately 160 utility cabinets throughout the City Limits. The vinyl wrap must be laminated with an anti-graffiti and anti-etching (if applicable) gloss finish, UV protected, and have an edge sealer applied. Additional cabinets and items may be requested to wrap at a pre-determined square foot rate.

CONTRACTOR is responsible for the digital file management, which may include formatting the vector files to match the item size and adding City-provided logos as needed.

CONTRACTOR is responsible for the cleaning & preparation of the surfaces of each item for proper adhesion, providing all needed materials, developing appropriate measurements per item, printing of graphics, and installation.

CONTRACTOR must utilize existing parking facilities to stage for work to wrap utility

cabinets whenever possible. For locations where no parking facilities are present the Contractor may park on the shoulder of the roadway. A letter on the contractor's letterhead must be submitted to the City Engineer that lists the locations where the roadway shoulder will be utilized. This letter needs to contain the project number, encroachment permit number, dates, and times of work, and refer to the California Manual on Uniform Traffic Control Devices (CAMUTCD) standard figures that are proposed to be used. The standard figures (Typical Applications) from the CAMUTCD and their associated notes must be attached to the letter as well.

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

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

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

2.5 All work supplied under this Contract shall be fully guaranteed by CONTRACTOR for a minimum period of 1,095 days from the date of acceptance by CITY. Any defects of design, workmanship, or materials that would result in non-compliance with the Contract specifications shall be fully corrected by CONTRACTOR (including parts and labor) without cost to CITY. The written warranty shall be included with the delivered products to the using Department.

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

3 CONTRACTOR'S KEY PERSONNEL

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

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

CONTRACTOR's Team and Key Personnel are as follows:

David Hoyos
Alexandro Hoyos
Edwin Cisneros

Natalie Aliaga
Luis Damian

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

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

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

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

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

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

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

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

4 CONTRACT TERM

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

5 ACCEPTANCE AND DOCUMENTATION

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

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

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

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

6 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed One Hundred Fifty Thousand dollars ($150000.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

See Exhibit A

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

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

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

7 TAXES

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

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

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

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

8 PATENT FEES AND ROYALTIES

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

9 INDEMNIFICATION

To the fullest extent permitted by law, CONTRACTOR and any subcontractors working on its behalf agree to indemnify CITY, its officers, employees, agents and elected and appointed boards (hereinafter “Indemnified Parties”) for any loss, claim, demand, cause of action, cost, expense, damage, obligation or liability which arises

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

10 INSURANCE

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

10.1.1 Workers’ Compensation and Employer’s Liability

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

10.1.2 Commercial General Liability

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

10.1.3 Commercial Automobile Liability

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

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

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

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

B. “Severability of Interest” Clause.

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

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

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

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

10.8 Acceptable Proof of Insurance:

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

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

10.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONTRACTOR fails to maintain the required

insurance for any period of time or fails to comply with any of the insurance requirements listed above.

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

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

11 TERMINATION WITHOUT CAUSE

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

12 TERMINATION FOR CAUSE

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

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

12.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to

complete the services. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

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

13 DISPUTE RESOLUTION

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

14 OWNERSHIP OF PRODUCT

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

15 DELEGATION AND ASSIGNMENT

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

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

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

17 FINANCIAL INTEREST CERTIFICATION

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

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

18 CONFLICT OF INTEREST

18.1 CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONTRACTOR to be "financial interested" (as

provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

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

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

19 COMPLIANCE WITH LAW

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

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

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

20 NOTICES

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

21 ENTIRE AGREEMENT AND AMENDMENTS

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

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

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

22 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

Ronda Perez
City Manager

KS
Signed: 7/29/2024

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

JAD HOYOS INC. DBA FEATHERS CUSTOM SIGNS:

David Hoyos
Signed: 7/29/2024

David Hoyos
President

ADDRESS FOR NOTICE:
JAD HOYOS INC. DBA FEATHERS CUSTOM SIGNS
26017 Huntington Lane, Unit F
Valencia, CA 91355

APPROVE AS TO FORM:

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
City Clerk

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

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

Record of Signing

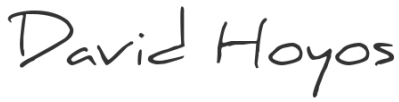
For
Name
Title



Signed on 2024-07-29 15:57:29 GMT

Secured by Concord™
DocumentID: 02xFsShdO7UgxlWWy9NYWL
SigningID: 02xFsShdI4mQUpUyPeTboa
Signing date: 7/29/2024
IP Address: 206.171.111.149
Email: ksmith@cityofpalmdale.org

For
Name
Title



Signed on 2024-07-29 17:44:18 GMT

Secured by Concord™
DocumentID: 02xFsShdO7UgxlWWy9NYWL
SigningID: 02xFv5FEoJKiLjairEMCXB
Signing date: 7/29/2024
IP Address: 76.214.71.251
Email: david@featherssigns.com

concord™
Where agreements happen.

Signed with www.concordnow.com

EXHIBIT A

PAYMENT SCHEDULE

PHASE OF WORK	DESCRIPTION OF PHASE	% COMPLETION BY PHASE	% COMPLETION OVERALL	CONTRACTOR FEE
EXECUTION	Execution of Contract	15	15	$22,500.00
Phase 1	Wrapping of first 40 Utility Cabinets Completed	19	34	$28,500.00
Phase 2	Wrapping of second 40 Utility Cabinets Completed	19	53	$28,500.00
Phase 3	Wrapping third 40 Utility Cabinets Completed	19	72	$28,500.00
Phase 4	Wrapping of remaining 40 Utility Cabinets Completed	16	88	$24,355.00
Phase 5	Additional maintenance projects and as needed per square foot, as scheduled and billed	12	100	$17,645.00
		TOTAL CONTRACTOR FEE		**$150,000.00**

EXHIBIT B

Utility Box Community Imagery Survey Results







City Council Staff Report

DATE: **AUGUST 7, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PARKS AND RECREATION DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE FOURTH AMENDMENT TO AGREEMENT WITH LIBRARY SYSTEMS AND SERVICES, LLC, FOR LITERACY AND ENGLISH AS A SECOND LANGUAGE (ESL) SERVICES AT THE PALMDALE CITY LIBRARY, INCREASING THE AGREEMENT BY $349,472, FOR A TOTAL NOT TO EXCEED AMOUNT OF $13,109,618 FOR THE REMAINDER OF THE TERM THROUGH JUNE 2028**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Fourth Amendment to Agreement No. A-6081 with Library Systems and Services, LLC, for Literacy and English as a Second Language (ESL) services at the Palmdale City Library, increasing the agreement by $349,472 for a total not to exceed amount of $13,109,618 for the remainder of the term through June 2028; and,

2. Authorize the City Manager or her designee to approve changes, amendments, services, equipment, and supplies up to 10% of the contract total.

BACKGROUND

Library Systems and Services, LLC has provided Library operations and programs at the Palmdale City Library since 2012. The current agreement, which began in 2018, is for a 10-year term.

In 2021, the Palmdale City Library conducted a needs assessment, resulting in a five-year strategic plan. The plan identified several key focus areas, including:

1) Serving the Spanish speakers through programs and collections.
2) Serve low-literacy adults through partnerships, programs, and collection.

To achieve these goals, the Library secured a grant from the California State Library to offer Literacy and English as a Second Language (ESL) programs. The grant funds most program costs, including a full-time literacy services coordinator, materials, and volunteer training.

DISCUSSION

The Library's Literacy and ESL programming, initiated in December 2023, has successfully engaged 48 participants who received 320 hours of individualized services with a total attendance of over 2,500 between classes, sessions, and events. This achievement has been made possible through the dedicated efforts of 18 volunteer tutors. The program receives new applications weekly, reflecting its growing impact and ongoing expansion.

The approval of the Fourth Amendment to Agreement No. A-6081 will increase the contract by an additional $349,472. This amount will fund services to complete the 10-year term through June 30, 2028.

FISCAL IMPACT

$349,472; Sufficient funds for these services are budgeted and available in Parks and Recreation accounts 10124001 – Library General Fund, 15824001 – American Rescue Plan Act (ARPA), and 24224001 – Library Grant, for fiscal year 24/25. Funding for services in fiscal years 2024-25 through 2027-28 will be evaluated and approved as part of the annual budget adoption process.

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

D. Develop and maintain diverse programs and events that inspire growth, pride, and lifelong learning.

Prepared by:	Keri Smith, Director of Parks and Recreation
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-6081 Fourth Amendment with Library Systems and Services, LLC
Agrmt No. A-6018 Third Amendment with Library Systems and Services, LLC
Agrmt No. A-6018 Second Amendment with Library Systems and Services, LLC
Agrmt No. A-6018 First Amendment with Library Systems and Services, LLC
Agrmt No. A-6081 with Library Systems and Services, LLC

FOURTH AMENDMENT TO AGREEMENT A-6081
BETWEEN THE CITY OF PALMDALE AND LIBRARY SYSTEMS AND SERVICES, LLC

This FOURTH Amendment to Agreement No. A-6081 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and LIBRARY SYSTEMS AND SERVICES, LLC (hereinafter called "LS&S" or "Consultant"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on July 1, 2018 ("Original Agreement") the CITY and LS&S" or "Consultant entered into an agreement to provide:

Day-to-day operations of the Palmdale Public Library.

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

Include payment to provide Adult Literacy and English as a Second Language services.

NOW THEREFORE, the parties agree as follows:

1. The compensation identified in Section 1 (C), CONSIDERATION, shall be amended to increase the total amount of the Agreement by an additional Three Hundred Forty-Nine Thousand Four Hundred Seventy-Two Dollars ($349,472) not to exceed the sum of Thirteen Million One Hundred Nine Thousand Six Hundred Eighteen Dollars ($13,109,618).

2. This project is being funded with ARPA funds and as such, there are specific requirements associated with the use of those funds. By submitting a proposal, the Consultant agrees to comply with all rules, regulations, and requirements of ARPA (31 CFR Part 35). The ARPA requirements are set forth in Exhibit A.

3. Section M, OPERATING BUDGET, CHARGES, and PAYMENTS, shall be updated and amended as follows:

Period(Contract Year)	**Charges** (Operating Budget) **Period**	**Charges** (Operating Budget) **Monthly**	**Library Materials**	**ESL/Literacy Services**
July 1, 2018 – June 30, 2019	$891,833	$74,319	$224,500	
July 1, 2019 – June 30, 2020	$914,129	$76,177	$224,500	
July 1, 2020 – June 30, 2021	$941,260	$78,438	$224,500	
July 1, 2021 – June 30, 2022	$978,077	$81,506	$224,500	
July 1, 2022 – June 30, 2023	$1,025,721	$85,477	$224,500	

July 1, 2023 – June 30, 2024	$1,051,365	$87,614	$250,000	$87,368
July 1, 2024 – June 30, 2025	$1,077,649	$89,804	$250,000	$87,368
July 1, 2025 – June 30, 2026	$1,104,590	$92,049	$250,000	$87,368
July 1, 2026 – June 30, 2027	$1,132,205	$94,350	$250,000	$87,368
July 1, 2027 – June 30, 2028	$1,160,510	$96,709	$250,000	$87,368

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

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

CITY OF PALMDALE:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

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

LIBRARY SYSTEMS AND SERVICES, LLC:

SIGNATURE AREA

Todd Frager
Cheif Executive Officer

ADDRESS FOR NOTICE:
LIBRARY SYSTEMS AND SERVICES, LLC
2600 Tower Oaks Rd, Suite 510
Rockville, MD 20852

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Rochelle Scott
City Clerk

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

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

ORIGINAL

THIRD AMENDMENT TO CONTRACT BETWEEN THE CITY OF PALMDALE AND LIBRARY SYSTEMS AND SERVICES, LLC

This THIRD AMENDMENT to Agreement No. A-6081 ("Agreement") is made effective on this 1st day of February, 2024, by and between the CITY OF PALMDALE, a charter city ("City"), and LIBRARY SYSTEMS & SERVICES, LLC, a Maryland limited liability company, ("LS&S" or "Consultant")

Recitals

WHEREAS, City and Consultant entered into a written contract ("Contract") executed by the parties on July 1, 2018 for the day-to-day operation of the Palmdale Public Library.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. The compensation identified in Section 1 (C), CONSIDERATION, shall be amended to increase the total amount of the Agreement by an additional Two Hundred Fourteen Thousand Eight Hundred Sixty-Eight Dollars ($214,868) not to exceed the sum of Twelve Million Seven Hundred Sixty Thousand One Hundred Forty-Six Dollars ($12,760,146).

2. Section A, SCOPE OF WORK, identified in Section 2 (A), SCOPE OF SERVICE, shall be updated and amended as follows:

   CONSULTANT will establish, coordinate, and manage Literacy and English as a Second Language (ESL) programs between September 1, 2023, through June 30, 2024, at the Palmdale City Library (700 E Palmdale Blvd, Palmdale), the Palmdale Oasis Park Recreation Center (3850 E Avenue S, Palmdale) and the Marie Kerr Park Recreation Center (2723-A, W Rancho Vista Blvd, Palmdale).

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3. Section M, OPERATING BUDGET, CHARGES and PAYMENTS, identified in Section 2 (A), SCOPE OF SERVICE, shall be updated and amended as follows:

Period ("Contract Year")	Charges ("Operating Budget")		Library Materials*	ESL/Literacy Services
	Period	Monthly		
July 1, 2018 – June 30, 2019	$891,833	$74,319	$224,500	-
July 1, 2019 – June 30, 2020	$914,129	$76,177	$224,500	-
July 1, 2020 – June 30, 2021	$941,260	$78,438	$224,500	-
July 1, 2021 – June 30, 2022	$978,077	$81,506	$224,500	-
July 1, 2022 – June 30, 2023	$1,025,721	$85,477	$224,500	-
July 1, 2023 – June 30, 2024	$1,051,365	$87,614	$250,000	$87,368
July 1, 2024 – June 30, 2025	$1,077,649	$89,804	$250,000	-
July 1, 2025 – June 30, 2026	$1,104,590	$92,049	$250,000	-
July 1, 2026 – June 30, 2027	$1,132,205	$94,350	$250,000	-
July 1, 2027 – June 30, 2028	$1,160,510	$96,709	$250,000	-

4. Section 17 (A), is hereby amended in its entirety and replaced with the following:

17.1 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 Insurance Guide and authorized to do business in the State of California. Proof of Insurance, as identified in Section 17.8, must be reviewed and accepted by the City Attorney.

17.1.1 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

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17.1.2 Professional Liability (Errors & Omissions)*

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

17.1.3 Commercial General Liability – including contractual liability and completed operations coverage

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

17.1.4 Commercial Automobile Liability

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

17.1.5 Cyber Liability*

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

17.1.6 Sexual Abuse & Molestation Liability*

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

17.1.7 Crime Liability/Employee Dishonesty (CITY third party beneficiary)

- $50,000

17.2 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.

17.3 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 insureds."

B. "Severability of Interest" clause.

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17.4 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.

17.5 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.

17.6 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.

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

17.8 Acceptable Proof of Insurance:

17.8.1 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.

17.8.2 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.

17.8.3 *When professional (E&O), cyber, crime and/or sexual abuse & molestation 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.

17.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONSULTANT fails to

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maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

17.10 CONSULTANT 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 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 17 will not be impacted and/or limited by such deviation.

Except as herein amended, all other terms and conditions of the original Contract, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

By: _____
Ronda Perez
City Manager

Initials

LIBRARY SYSTEMS & SERVICES, LLC:

By: Todd Frager
Todd Frager
CEO

APPROVE AS TO FORM:

By: _____
William P. Curley III
City Attorney

ATTEST:

By: _____
Roxanne Faber
Acting City Clerk

ORIGINAL

SECOND AMENDMENT TO CONTRACT BETWEEN THE CITY OF PALMDALE AND LIBRARY SYSTEMS AND SERVICES, LLC

This SECOND AMENDMENT to Agreement No. A-6081 ("Agreement") is made effective on this 1st day of August, 2022, by and between the CITY OF PALMDALE, a charter city ("City"), and LIBRARY SYSTEMS & SERVICES, LLC, a Maryland limited liability company, ("LS&S" or "Consultant")

Recitals

WHEREAS, City and Consultant entered into a written contract ("Contract") executed by the parties on July 1, 2018 for the day-to-day operation of the Palmdale Public Library.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. CONSIDERATION

The compensation to be paid by the City to Consultant for the services provided hereby for this Agreement shall be an additional Seventy-Eight Thousand Five-Hundred Dollars ($78,500), making the total amount of the Contract a sum not to exceed Twelve Million Five Hundred and Twenty-Six Thousand and Twenty-Eight Dollars ($12,526,028).

2. SCOPE OF SERVICE

In addition to the Scope of Services listed under the Contract, Consultant staff will establish, coordinate and manage homework help services from August 1, 2022 through May 26, 2023 to support student success within the main Library building (700 E Palmdale Blvd, Palmdale) at Oasis Park Recreation Center, (3850 E Avenue S, Palmdale) and Marie Kerr Park Recreation Center, (2723 – A, W Rancho Vista Blvd, Palmdale. CONSULTANT staff will manage and promote the program, using volunteer tutors and the online tutoring service provided by the library. The program hours will be Monday – Thursday from 2:30-5:00 p.m., unless mutually agreed to otherwise by the City and the Consultant.

24. NOTICES

All communications to either party by the other party regarding this Agreement will be deemed made when received by such party at its respective name and address as follows:

To City: City Manager
City of Palmdale
827 East Avenue Q-9
Palmdale, CA 93550

To LS&S: Library Systems & Services, LLC
2600 Tower Oaks Boulevard, Suite 510
Rockville, MD 20852

Except as herein amended, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF PALMDALE:

By: _____
Ronda Perez
Interim City Manager

LIBRARY SYSTEMS & SERVICES, LLC:

By: _____
Todd Frager
CEO

APPROVE AS TO FORM:

By: _____
Scott E. Porter
Acting City Attorney

ATTEST:

By: _____
for Shanae S. Smith
City Clerk

DocuSign Envelope ID: 040EBCEE-5DB7-4EC2-8E00-25E2EB928AA9

ORIGINAL

FIRST AMENDMENT TO CONTRACT BETWEEN THE CITY OF PALMDALE AND LIBRARY SYSTEMS AND SERVICES, LLC

This FIRST AMENDMENT to Agreement No. A-6081 ("Agreement") is made effective on this 1st day of February, 2022, by and between the CITY OF PALMDALE, a charter city ("City"), and LIBRARY SYSTEMS & SERVICES, LLC, a Maryland limited liability company, ("LS&S" or "Consultant")

Recitals

WHEREAS, City and Consultant entered into a written contract ("Contract") executed by the parties on July 1, 2018 for the day-to-day operation of the Palmdale Public Library.

NOW, THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. CONSIDERATION

The compensation to be paid by the City to Consultant for the services provided hereby for this Agreement shall be an additional Nineteen Thousand Two-Hundred Fifty Dollars ($19,250), making the total amount of the Contract a sum not to exceed Twelve Million Four Hundred and Sixty-Six Thousand Seven Hundred and Seventy Eight Dollars ($12,447,528).

2. SCOPE OF SERVICE

In addition to the Scope of Services listed under the Contract, Consultant staff will establish, coordinate and manage homework help services from January 1, 2022 through June 30, 2022 to support student success within the main Library building (700 E Palmdale Blvd, Palmdale) at Oasis Park Recreation Center, (3850 E Avenue S, Palmdale) and Marie Kerr Park Recreation Center, (2723 – A, W Rancho Vista Blvd, Palmdale. CONSULTANT staff will manage and promote the program, using volunteer tutors and the online tutoring service provided by the library. The program hours will be Monday – Thursday from 2:30-5:00 p.m., unless mutually agreed to otherwise by the City and the Consultant.

24. NOTICES

All communications to either party by the other party regarding this Agreement will be deemed made when received by such party at its respective name and address as follows:

To City: City Manager
City of Palmdale
827 East Avenue Q-9
Palmdale, CA 93550

To LS&S: Library Systems & Services, LLC
2600 Tower Oaks Boulevard, Suite 510
Rockville, MD 20852

Except as herein amended, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Intending to be legally bound, the parties have caused this Agreement to be executed by their duly authorized representatives.

CITY OF PALMDALE:

By: _____
Ronda Perez
Acting City Manager

LIBRARY SYSTEMS & SERVICES, LLC:

By: _____
Todd Frager
CEO

APPROVE AS TO FORM:

By: _____
For Christopher L. Beck
City Attorney

ATTEST:

By: _____
Shanae S. Smith
City Clerk

ORIGINAL

A-6081

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PALMDALE AND LIBRARY SYSTEMS AND SERVICES, LLC

This AGREEMENT is entered into this July 1, 2018, by and between the CITY OF PALMDALE, a charter city ("CITY") and Library Systems and Services LLC, a limited liability company ("LS&S" or "CONSULTANT").

1. CONSIDERATION

A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, identified below in Section 2 and more specifically in Exhibit "Schedule A" which is hereby incorporated by reference;

B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement; and

C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed twelve million four hundred and forty-seven thousand five hundred and twenty-eight dollars ($12,447,528) for CONSULTANT's services during the term of this agreement as provided for herein. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified below in Section 4 and more specifically in Exhibit "A," which is hereby incorporated by reference.

2. SCOPE OF SERVICE

A. CONSULTANT will perform all services listed in the SCOPE OF SERVICES, attached as Exhibit "Schedule A".

B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

3. PERFORMANCE STANDARDS

While performing under this Agreement, CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CITY will continuously monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies in meeting the requirements of this Agreement and CONSULTANT will have thirty (30) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. PAYMENTS

CITY shall pay CONSULTANT each month the amounts set forth in Exhibit "Schedule A".

5. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year, provided that the CITY shall not re-procure the services described herein from a third party in such event.

6. ADDITIONAL WORK

A. If CONSULTANT believes work not within the Scope of Services ("Additional Work") is needed to complete the Scope of Services, CONSULTANT will provide the CITY with written notification that contains a specific description of the proposed Additional Work, reasons for such Additional Work, and a detailed proposal regarding cost. Additional Work shall only commence upon written approval by the City Manager or his/her designee.

B. CITY shall make available to CONSULTANT, City facilities to conduct mutually agreed upon Library programs for the community at no charge or at cost for an agreed upon number of hours.

7. FAMILIARITY WITH WORK

A. By executing this Agreement, CONSULTANT agrees that it has:

i. Carefully investigated and considered the scope of services to be performed;
ii. Carefully considered how the services should be performed; and
iii. Consultant understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.

B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

8. TERM AND TERMINATION

A. The term of this Agreement will be from July 1, 2018 (the "Effective Date") to June 30, 2028.

B. CITY may terminate this Agreement with cause at any time after CONSULTANT fails to cure such cause upon thirty (30) days prior written notice. At any time after July 1, 2018, either party may terminate this Agreement without cause with at least one hundred eighty (180) days written notice.

C. CONSULTANT may terminate this Agreement at any time for cause if CITY fails to cure such cause upon thirty (30) days prior written notice.

D. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT'S own cost; CITY will not be obligated to compensate CONSULTANT for such work.

E. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT specifically for the City will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs pursuant to Section 1(C).

F. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.

9. TIME FOR PERFORMANCE

A. CONSULTANT will not perform any work under this Agreement until:

i. CONSULTANT furnishes proof of insurance as required under Section 18 of this Agreement; and
ii. Both parties have executed this Agreement.

B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

10. CHANGES

CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

11. TAX PAYER IDENTIFICATION NUMBER

CONSULTANT will provide CITY with a Taxpayer Identification Number.

12. PERMITS AND LICENSES

CONSULTANT, at its sole expense, will obtain and maintain during the term of this Agreement, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

13. WAIVER

CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

14. OWNERSHIP OF DOCUMENTS

All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT specifically for CITY under this Agreement are CITY's property. CONSULTANT may

retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk. Any electronic documents or files provided to the CITY shall use Microsoft Office Suite application software for Windows or a format pre-approved by CITY.

15. PUBLICATION OF DOCUMENTS

Except as necessary for performance of service under this Agreement, no copies, sketches, or graphs of materials, including graphic artwork, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or the public without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by the CITY, unless otherwise provided by written agreement between the parties.

16. INDEMNIFICATION

A. CONSULTANT shall hold harmless, defend (with counsel reasonably acceptable to CITY), and indemnify CITY and all of its officers, employees, servants, agents and consultants, from any claim, demand, damage, liability, loss, cost or expense, for any damage whatsoever, arising out of or in connection with any personal injury or property damage resulting from or in any way connected with the performance of this Agreement by CONSULTANT, or the gross negligence or the intentional or willful acts of CONSULTANT, except such damage as is caused by the negligence of CITY or others not under the control of the CONSULTANT. CITY shall give prompt written notice to CONSULTANT of any matter asserted by CITY to be covered by this provision.

B. CITY does not and shall not waive any rights that it may have against CONSULTANT by reason of this Section 17 because of the acceptance by CITY or the deposit with CITY of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense described in this Section 17.

17. INSURANCE

A. At all times during the term of this Agreement, CONSULTANT and any contractors or subcontractors working on its behalf shall maintain at their sole cost, Workers' Compensation Insurance, Comprehensive General Liability Insurance applicable on an occurrence basis, including contractual liability and completed operations coverage, and Automobile Liability Insurance, including owned, non-owned and hired automobile coverage. The General Liability and Automobile Liability policies (hereinafter "Policies") shall be issued with limits no less than two million ($2,000,000.00) per person/occurrence and in the aggregate. CONSULTANT and any contractors or subcontractors working on its behalf shall name the City of Palmdale, its officers, employees, and elected and appointed boards as additional insureds under the Policies. An insurer admitted to transact insurance in the State of California shall issue the Policies. Any insurance available to CITY under the Policies shall be primary and non-contributory, and any other insurance available to CITY shall apply on an excess basis. Prior to commencing any work, CONSULTANT shall provide the City with proof of compliance with this paragraph in the form of a certificate of insurance and additional insured endorsement written on a form identical or functionally similar to the I.S.O. Form B CG 2010 1185 additional insured endorsement.

Coverage under the Policies shall not be subject to a Self-Insured Retention or Deductible. It is expressly agreed that the scope of the indemnity provided for in Section 17, above, shall not limit the scope of insurance available to CITY pursuant to this paragraph.

B. CITY will keep its buildings and their contents insured against loss, cost, damage or expense resulting from fire, explosion or any other casualty in an amount equal to the full replacement cost thereof ("Casualty Insurance").

19. ASSIGNMENT

This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

20. INDEPENDENT CONTRACTOR

CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which is it performed, CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

21. AUDIT OF RECORDS

CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript there from, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

22. SUBCONTRACTORS

CONSULTANT must obtain CITY's prior written approval to use any subcontractors while performing any portion of this Agreement. Such approval must include the proposed subcontractor and the terms of compensation.

23. PROGRESS MEETINGS

CONSULTANT will meet with CITY staff, on an as-needed basis, to provide a status report on the services rendered or to resolve any issues related to the services rendered.

24. NOTICES

All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

To LS&S:

Library Systems & Services, LLC
2600 Tower Oaks Blvd., Suite 510
Rockville, MD 20852

To CITY:

City Manager
38300 Sierra Highway
Palmdale, CA 93550

City Attorney
38300 Sierra Highway
Palmdale, CA 93550

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

25. CONFLICT OF INTEREST

CONSULTANT covenants that neither they nor any officer or principal of their firm have any interests nor shall they acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONSULTANT further covenants that in the performance of this Agreement, they shall employ no person having such interest as an officer, employee, agent or subcontractor. CONSULTANT further covenants that, other than in an employment relationship, CONSULTANT has not contracted with nor is performing any services directly or indirectly, with the developer(s) and/or property owner(s) and/or firm(s) and of/or partnerships and/or public agency(ies), owning property and/or processing an entitlement application for property in CITY, or any entity with which the City contracts now or within the past one (1) year, and further covenants and agrees that CONSULTANT and/or its subcontractors shall provide no service or enter into any contract with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) and/or public agency(ies), owning property and/or processing an entitlement application for property in CITY, while under contract with CITY, and for a one (I) year time period following termination of this Agreement. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's Conflict of Interest Code (on file in the City Clerk's Office) for consultants (Appendix M). It is incumbent upon the CONSULTANT to notify the CITY pursuant to Section 24 "NOTICES" of any staff changes relating to this Agreement.

26. CONTRIBUTIONS

CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employees, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employees, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability. CONSULTANT, its employees and consultants shall make no political contributions to any political

campaign or initiative in or affecting the CITY.

27. THIRD PARTY BENEFICIARIES

This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

28. CHOICE OF LAW

This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

29. COMPLIANCE WITH ALL LAWS

CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement. This obligation includes, but is not limited to, compliance with the requirements of the California Public Records Act and the right to privacy of library patrons with respect to the confidentiality and non-disclosure of registration, identification data, borrowing history, circulation records, electronic database information, computer usage, computer searches or other records relating to library patrons. CONSULTANT shall limit access to such records to those persons acting within the scope of their duties within the administration of the Palmdale library facilities.

30. ENTIRE AGREEMENT

This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. There are two (2) attachments to this Agreement. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

31. RULES OF CONSTRUCTION

Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

32. SEVERABILITY

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

33. AUTHORITY AND MODIFICATION

The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may only be modified by written amendment. The City Manager may execute any such amendment on behalf of CITY.

34. CAPTIONS

The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

35. TIME OF THE ESSENCE

Time is of the essence for each and every provision of this Agreement.

36. FORCE MAJURE

Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

37. STATEMENT OF EXPERIENCE

By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

38. CITY OBLIGATIONS

A. CITY shall make available to CONSULTANT, without charge, solely for CONSULTANT'S use in performing the services outlined within this Agreement, all properties, facilities, equipment, collections, supplies, records, files and data used or useful in the operation of the Library that is in CITY's possession, custody or control as of the Effective Date. City reserves all ownership rights in such properties and CONSULTANT shall vacate or return such properties to the CITY, ordinary wear and tear excepted, at the termination or expiration of this Agreement. The Board of Library Trustees shall be responsible for setting all policies that govern the operations of the Library and CONSULTANT agrees to adhere to set policies.

   CITY is responsible for the structure, improvements, equipment, furniture, furnishings, fixtures, public printing and copying expenses, any capital items, including any improvements thereto, maintenance, janitorial services and janitorial supplies, repairs and property insurance at the Library building (except for damage caused by CONSULTANT). This includes the interior and exterior of the structure, all restrooms, electrical, building systems, and the heating and air conditioning system. CONSULTANT shall be responsible for general housekeeping and keep the library facilities free from clutter and safe for library patrons. CONSULTANT shall work with CITY staff to ensure effective building maintenance by promptly identifying and reporting problems with the facilities.

   CITY is responsible for maintaining the entire Library site, including landscaping and grounds maintenance.

B. CITY is responsible for payment of utilities at the Library facilities, including electricity, gas, water, waste disposal and recycling, telephone, and network access.

C. In the event there is any tax, duty or tariff change after the date hereof which increases the amount thereof payable by CONSULTANT with respect to this Agreement, other than taxes on the Consultant's net income, the parties shall meet and negotiate in good faith with respect to the responsibility of the parties for the payment thereof.

D. CITY is responsible for maintenance, gas, IT support and insurance of the Techmobile.

39. LIMITATION OF LIABILITY

In no case shall either Party be liable for any damages, losses, costs or expenses under or in connection with this Agreement, whether for breach of contract, tort or otherwise, in excess of an amount equal to the lesser of (a) the actual damages suffered by the aggrieved party, or (b) the charges for the twenty-four (24) month period in which such damages were allegedly incurred. However, the immediately preceding sentence shall not apply to personal injury or property damage caused by the negligence or willful misconduct of LS&S or the defense and indemnity obligation set forth in Section 17. In no case shall either party be liable for any punitive, exemplary, incidental, consequential, indirect or special damages arising out of or in connection with this Agreement. Notwithstanding any other provision in this Agreement, CONSULTANT shall have no responsibility for any worker's compensation or any other claims or incidental costs, expenses or losses occurring prior to the date hereof.

40. WARRANTY

CONSULTANT warrants that it will perform hereunder with at least the care, diligence and expertise generally accepted in the library service industry. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

41. EXCLUDED SERVICES

Notwithstanding any other provision of this Agreement to the contrary, the services hereunder shall not include, CONSULTANT shall have no responsibility for and CITY shall be fully responsible for the following:

A. Any goods or services, including payroll, that were rendered to CITY prior to the Effective Date.

B. Unfair labor practices, grievances, or any claims or litigation whatsoever arising out of the hiring and/or firing, layoff, subcontracting, assignment, reassignment or discipline of any Library staff not employed by CONSULTANT at the time of the relevant incident.

C. Any worker's compensation or other claims arising from injuries sustained prior to the Effective Date by any Library staff not employed by CONSULTANT at the time of such injuries.

D. Any costs of any current or future employee benefits, including retirement benefits, voluntary retirement incentives, pension contributions, employee buyouts or other similar programs adopted by CITY.

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

CITY:

CITY OF PALMDALE

38260 10th Street East,

Palmdale Ca. 93550

5-17-2018

James C. Ledford, Jr. Date

Mayor

CONSULTANT:

LIBRARY SYSTEMS & SERVICES, LLC

2600 Tower Oaks Blvd., Suite 510

Rockville, MD 20852

10th

Greg Toth Date

CEO

APPROVE AS TO FORM

Wm. Matthew Ditzhazy

City Attorney

Marcia H. Suzuki

Treasurer

ATTEST:

Rebecca J. Smith

City Clerk

Schedule A

Library Service Delivery Agreement

A. Statement of Work

LS&S will administer the operations of City's library facilities (collectively, "Library"), including the accounting for, purchase of and payment for payroll services and goods and services from vendors for budgeted supplies, other direct operating expenditures, Library Materials (as defined below) and Capital Items (as defined below) sufficient to operate the Library in accordance with the policies and guidelines approved by City.

LS&S shall provide, by and through its own employees or independent contractors ("LS&S Staff") any labor LS&S deems necessary for the operation of the Library. The cost of the LS&S Staff shall be paid by LS&S and is included in the Operating Budget (as defined below). LS&S shall have the sole and absolute right to hire, manage, evaluate and terminate the employment of the LS&S Staff from time to time to perform work under this Agreement. However, the City Manager will have the right to approve the selection of the Library Director. LS&S will provide the appropriate staffing levels to keep the Library open to the public for fifty-eight (58) hours per week. The Library will be closed on some Holidays and other days mutually agreed upon in writing by the City and LS&S.

Hours of operation of the Library:

Monday – Thursday: 10 a.m. to 8 p.m.
Friday - Saturday: 10 a.m. to 5 p.m.
Sunday: 1 p.m. to 5 p.m.

A. Scope of Work

a. General - Under the general direction of the City Manager or his designee, administer all aspects of the day-to-day operations of the Library, in accordance with generally accepted practices and principles of the public library profession. Annually review collections, program development ensuring that programming, services and collections are in line with community needs and strategic plan. Comply with all California laws and regulations pertaining to public library services, including, but not limited to, the California Library Services Act. Represent the City at relevant library meetings as time and budget allows.

b. Develop and maintain an effective working relationship with the Board, which sets policy and oversees the budgetary expenditures on behalf of the Library including attending the monthly Board meeting, preparing staff reports and develop and engage Board members.

c. Develop and maintain an effective working relationship with City staff, elected officials and appointed officials and community groups such as the Friends of the Palmdale City Library. Be present at all City Council meetings as requested.

d. In collaboration with the City's Communications Division, develop and implement a marketing plan to promote Library services to residents of the City, effectively disseminate information, and promote use of the Library's resources and services.

e. Maintain the Techmobile program which includes staffing, scheduling and promoting the service. Staff must meet the City driving requirements set forth in Schedule C.

B. Fiscal Responsibility

a. Be responsible for the proper administration of the Library budget of which the contracted services are a part.

b. Collect and account for fines and fees, and remit them to the City at least twice a week. All revenues resulting from Library operations and programs will belong to the City.

c. All Library Staff responsible for handling cash receipts will be trained in and adhere to the City's cash handling procedures and will be appropriately bonded.

d. Serve as the City's principal liaison with the California State Library with respect to statistical reporting and funding matters,

e. Develop and maintain effective and efficient financial procedures consistent with those used by the City's Finance Department.

f. Review all aspects of Library operation and service for efficiency and cost-effectiveness and make changes as appropriate.

g. All licenses pertaining to City's library operations shall be retained in the City's name.

h. All documents pertaining to City's library operations shall be retained in accordance with the City's Records Retention Policy.

i. Provide the City with annual audited financial statements of LS&S to demonstrate fiscal soundness.

j. Explore supplemental Library funding opportunities and apply for those that meet the Library's objectives.

C. Management and Reporting

a. Prepare and provide reports describing Library activities.

b. Prepare and provide monthly statistical and financial reports in a form mutually acceptable to LS&S and the City.

c. At least annually, gather information from residents (not just Library users) on customer satisfaction and ideas for improved service to be used in Library planning.

D. Staff Development and Coaching

a. Provide orientation, training and professional development of all Library staff.

b. Provide leadership and guidance to maximize Library Staff effectiveness in Library operations.

E. Public Services

a. Provide prompt, friendly and accurate assistance in the use of the Library.

b. Provide prompt, friendly and accurate circulation and reference services.

c. Provide staff at all service points (Reference Desk, Circulation Desk, etc.) during all hours of operation to the public.

d. Adhering to the Library's Collection Development Policy, provide requested material from the Library's collection promptly.

e. Emulate the City of Palmdale's public service philosophy and policies.

F. Interlibrary Loan Program – Participate and maintain a quality and appropriate interlibrary loan program through the Inland Library Network and the courier service.

G. Circulating and Reference Materials – Annually provide the City with a comprehensive analysis of the print collection including age, use by the public and imbalances in various areas of the collection. This analysis should include the relationship of print, non-print and electronic resources and include recommendations for adjustments in material collection.

H. Programming - provide high-quality, educational, recreational and cultural programs that support and encourage use of Library resources. Benchmarks defining a program's success shall be established and programs not achieving these benchmarks shall be restructured or discontinued.

I. Information Technology - It is the City's responsibility to provide, maintain and service computers and networks for both the Library staff and the Library public. With the City's Information Services Department, develop short and long-term recommendations for modifications to technology infrastructure, including hardware, software, network, web design, etc. to support the Library's mission. Advise the City of automation that would enhance service and/or decrease overall operating costs. Assist the Information Services Department staff in implementing those recommendations approved by the City.

J. Facilities and Equipment

a. Maintain the Library on a daily basis in a safe and orderly fashion.

b. Work with City's Maintenance Division to ensure effective building maintenance by promptly identifying and submitting a work request.

c. The City will be responsible for major facility projects and upgrades concerning Library building, grounds building systems, utilities, landscaping, HVAC, elevator, lighting and will be responsible for any capital improvements at Library facilities.

d. The City will be responsible for providing routine maintenance including janitorial services, landscaping, garbage removal, pest control, fire extinguishers, alarms, elevator, and sewer services in the Library.

e. The City will be responsible for insuring the library property, facilities, fixtures, furnishing and collections.

f. While the City will be responsible for providing janitorial services, LS&S, is needed to review janitorial scope of work to ensure services meet Public Library cleaning protocols including common areas and disinfecting employee workstations.

K. Planning and Performance Monitoring

a. Review and provide updates to the library strategic plan in years: 2018, 2021 and 2025. Present recommended changes to the City and final updates to the Board. Follow the library strategic plan to ensure long-term goals are met.

b. Provide core Public Library performance measurements and compile quarterly and annual reports, California State Library Public Library Statistics will be the minimum reported benchmark measurements.

c. LS&S and the City Manager shall meet to review and evaluate LS&S's performance during the term of this agreement on an annual basis.

L. Library Materials and Materials Handling Fee

a. On behalf of and for the benefit of the City, LS&S will negotiate favorable discounts and prices from Library suppliers for the purchase of all Library materials currently available at the Library. These materials may include books, periodicals, newspapers, e-books, electronic database subscriptions, audio and video materials and cases, cataloging and processing costs (collectively "Library Materials").

b. The responsibility for adopting Library collection development policies will remain with the Board and all Library materials selections will meet the criteria specified in these policies and will be the responsibility of LS&S. LS&S will place orders with the suppliers and perform the accounting functions related to those orders, including prompt payment of the invoices. In accounting for the cost of the Library Materials, LS&S will include a fee of five (5%) of the cost of the Library Materials ordered ("Materials Handling Fee").

c. For all web-based services, databases, collections-payment services contracts, LS&S must ensure the contracts are between the City and the vendor as well as follow City contract guidelines and signature requirements.

M. Operating Budget, Charges and Payments

a. Operating Budget and Charges

Period ("Contract Year")	Charges("Operating Budget") Period	Monthly	Library Materials*
July 1, 2018 - June 30, 2019	$891,833	$74,319	$224,500
July 1, 2019 - June 30, 2020	$914,129	$76,177	$224,500
July 1, 2020 - June 30, 2021	$941,260	$78,438	$224,500
July 1, 2021 - June 30, 2022	$978,077	$81,506	$224,500
July 1, 2022 - June 30, 2023	$1,025,721	$85,477	$224,500
July 1, 2023 - June 30, 2024	$1,051,365	$87,614	$224,500
July 1, 2024 - June 30, 2025	$1,077,649	$89,804	$224,500
July 1, 2025 - June 30, 2026	$1,104,590	$92,049	$224,500
July 1, 2026 - June 30, 2027	$1,132,205	$94,350	$224,500
July 1, 2027 - June 30, 2028	$1,160,510	$96,709	$224,500

*Library Materials is included in the Total Operating Budget amounts indicated above and shall include sales tax, shipping, processing fees, and the Materials Handling Fee. Payment by the City for Library Materials ordered and purchased by LS&S for the Library shall be made only on a reimbursement basis following submission of an invoice and documentation of expenditures.

Library Materials budget will be assessed and approved annually by the Board and the City Council. All budgeted funds shall be expended within each fiscal year.

The Total Operating Budget is contingent on other existing contractual terms, obligations, and responsibilities remaining the same, except as expressly noted herein.

Any increases in the minimum wage mandated by federal, state or local governments following the Effective Date are not included in the above compensation schedule and the City will be responsible for reimbursing LS&S for such increases. The Parties acknowledge and agree that the minimum wage rates specified in Schedule B shall apply as of the Effective Date. The schedule reflects the minimum wage laws from the Effective Date to the year 2023 and an amount of $15 an hour.

b. Payments

LS&S shall invoice the City monthly in advance on or before the 1st of each month for a pro-rata share of the "Staffing, Training, Operations, Administration". Payment shall be made by wire transfer by the 15th of the month. LS&S shall invoice the City monthly for "Library Materials" and any other reimbursables on or before the 1st of each month. All grant and donation funded expenses shall be invoiced separately from the library materials. Payment shall be made by the last day of each month.

N. Staffing

a. LS&S will employ qualified Library staff sufficient to provide services and programs during all hours of Library operations. LS&S will further provide the necessary orientation and ongoing training and professional development of the Library staff. At a minimum, LS&S will employ eleven (11) full-time equivalent positions (FTEs). Of these FTEs, at least two and one half (2.5), including the Library Director, will be professional librarians with MLS degrees from colleges and universities accredited by the American Library Association. The Library Director position will be full time. One professional librarian should have a specialty in children's services.

The desirable experience and education for the Library Director shall be:

Master's degree in Library Science or Library and Information Science from an American Library Association accredited college or university.

b. LS&S agrees to conduct background checks, to include a check for criminal and sex offender history for all employees and volunteers working within the Library or for the Library in any capacity.

c. All personnel employed to perform the services necessary to operate the Library and to perform the other functions of LS&S will be employees of LS&S who will pay all costs related to their employment. From time to time, actual staffing levels' may fluctuate due to normal turnover and attrition. LS&S agrees it will make a good faith effort to recruit and select qualified employees to fill vacancies within a reasonable period of time in order to maintain appropriate and necessary staffing levels. In order to more effectively meet the evolving service needs of the community, LS&S may create or abolish positions, combine, positions, reclassify positions or modify the organizational structure of the Library staff provided the City is given prior written notice of any, in writing.

d. LS&S will prepare a proposed closure/holiday schedule for the Board consideration and adoption at the Board's October meeting each year for the subsequent calendar year. This will include holidays observed by the City and any other closures that make operational sense.

Schedule B

Minimum Wage Rates

Although there are some exceptions, almost all employees in California must be paid the minimum wage as required by state law. Effective January 1, 2017, the minimum wage for all industries will be increased yearly. From January 1, 2017, to January 1, 2022, the minimum wage will increase for employers employing 26 or more employees. This increase will be delayed one year for employers employing 25 or fewer employees, from January 1, 2018, to January 1, 2023. The scheduled increases may be temporarily suspended by the Governor, based on certain determinations. (Please see the chart below for the complete schedule of rate increases).

For more information and guidance on how to count employees for the purpose of determining whether an employer qualifies as an employer with 25 employees or less please see New Minimum Wage Phase- in Requirements 2017-2023, SB 3 Frequently Asked Questions page.

There are some employees who are exempt from the minimum wage law, such as outside salespersons, individuals who are the parent, spouse, or child of the employer, and apprentices regularly indentured under the State Division of Apprenticeship Standards.

Minimum Wage Order (MW-2017)
There is an exception for learners, regardless of age, who may be paid not less than 85 percent of the minimum wage rounded to the nearest nickel during their first 160 hours of employment in occupations in which they have no previous similar or related experience.

There are also exceptions for employees who are mentally or physically disabled, or both, and for nonprofit organizations such as sheltered workshops or rehabilitation facilities that employ disabled workers. Such individuals and organizations may be issued a special license by the Division of Labor Standards Enforcement authorizing employment at a wage less than the legal minimum wage. Labor Code Sections 1191 and 1191.5

Schedule for California Minimum Wage rate 2017-2023.

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More
January 1, 2017	$10.00/hour	$10.50/hour
January 1, 2018	$10.50/hour	$11.00/hour
January 1, 2019	$11.00/hour	$12.00/hour
January 1, 2020	$12.00/hour	$13.00/hour
January 1, 2021	$13.00/hour	$14.00/hour
January 1, 2022	$14.00/hour	$15.00/hour
January 1, 2023	$15.00/hour	

Schedule C

CITY OF PALMDALE

OFFICE OF THE CITY MANAGER

August 9, 2011

ADMINISTRATIVE INSTRUCTION NO. 57

TO: All Departments

SUBJECT: Driving Records (Revised)

Background

Protecting employees, their passengers, and the general public is of the highest priority to the City. It is a privilege and responsibility, not a right, to drive a motor vehicle while conducting City Business.

Because it is difficult to directly supervise drivers, it is important to hire employees who are good drivers and ensure they are maintaining good driving habits.

Driving records are a valuable management tool that will help verify that anyone who drives while conducting City Business possesses a valid drivers license and a satisfactory driving record. Reviewing driving records will improve the overall driver quality and reduce the likelihood of accidents involving those who drive on City Business. Additionally, the City's insurance company recommends this practice to minimize potential liability.

Scope

This Administrative Instruction serves as a guideline for reviewing the driving records of any person who may drive while conducting City Business. It is applicable to all City employees, job applicants, contract workers and volunteers.

Policy

In order to manage the City's driver pool, these policies and procedures are established in an effort to select only drivers with at least a satisfactory driving record.

Any person who drives while conducting City Business is responsible for operating motor vehicles according to state and federal laws as well as City policy. Violation of these laws and policies may result in the loss of driving privileges and/or disciplinary action.
The City shall pre-screen the driving records of all applicants applying for City positions that require a valid California driver license as a condition of employment. In addition,

the driving records of contract workers and volunteers may be reviewed as well by the Human Resources Department and/or the City Attorney's Office.

All privately owned, leased or rented vehicles used by any person for City Business must have the proper California vehicle registration. In addition, each person shall obtain and maintain at least the State of California's mandated minimum level of liability insurance for any personal vehicle they operate on City business.

A person shall not be allowed to drive a motor vehicle while conducting City Business, if:

1. The person does not have a valid drivers license issued by the State of California; or if

2. The person does not have at least the legally required minimum insurance; or if

3. The person's driver license is suspended or revoked for any reason; or if

4. Any person's driving record is deemed to be unsatisfactory by the City Attorney.

Current and prospective employees who work in positions that entail operating commercial motor vehicles must comply with the United States Department of Transportation regulations regarding medical examinations and medical certificates, and drug and alcohol testing. In addition, the City may require drug and/or alcohol testing beyond that required by state or federal law.

Refusal or the inability to take a drug and/or alcohol test may result in the employee's immediate removal from the worksite. The employee may also be subject to disciplinary action, up to and including termination.

If any employee is unable to report to work or perform their normal and usual driving duties due to the status of their driver license or because they may have violated the law, it shall be deemed an unexcused absence without pay and may subject the employee to disciplinary action, up to and including termination.

Definitions

A. City Business

For the purpose of this Administrative Instruction, City Business shall be defined as any time that a person is performing duties as an employee, contract worker or volunteer. It also includes travel to, from and during the time an employee is attending meetings, training sessions, professional meetings or conferences on behalf of, or for the benefit of, the City.

B. City Vehicle

A motor vehicle owned by or leased to the City, including a temporary replacement vehicle. It shall also include any vehicle rented by an employee while on City Business.

C. Driver

Any person who operates a "Motor Vehicle" or is issued/assigned a "City Vehicle."

D. Driving Record

A document providing information on motor vehicle violations or the license status of a specific driver. This may include, but is not limited to, the H-6 DMV record and any information provided by the employee, obtained from the Employer Pull Notice Program or the City's insurance company or broker.

E. Motor Vehicle

It is a "City Vehicle" or any other motor vehicle being operated on City Business (e.g. golf cart). This does not include motorcycles, which may not be operated on City Business.

F. Non-City Vehicle

Any motor vehicle used on City Business not provided by the City, including privately owned, leased, or rented vehicles. This does not include motorcycles.

G. Moving Violations

Any violation of the law committed by the driver of a vehicle while it is in motion. The term "motion" distinguishes it from other violations such as parking violations, equipment violations or paperwork violations.

H. Double Violations

A moving violation that counts as two "occurrences". They are a violation of State law as well as City policy (Administrative Instruction No. 56).

I. Serious Violations

A moving violation that will deem a driving record unsatisfactory and, therefore, categorize a driver as "unfavorable" or "uninsurable".

Procedure

A. Pre-Employment

If a position requires that an employee be able to drive as a condition of their employment, the job applicant must submit an H-6 DMV print out with the City employment application. The job flyer shall indicate if the H-6 DMV print out is required.

The Human Resources Department shall review the H-6 DMV print outs at the time the applications are screened. The review should be completed prior to the scheduling of interviews. If there is a question as to whether or not the driving record is satisfactory, the Human Resources Department shall consult the City Attorney's Office.

B. Post-Employment

Within 72 hours after an employee's hire date, the employee must provide the Human Resources Department with their driver license and proof of insurance. The Human Resources Department will make a copy of the employee's driver license and proof of insurance and forward the copies to the City Attorney's Office. If an employee is unable to produce the required documents within 72 hours, they may be placed on unpaid status and unable to report to work.

If a current employee applies for a position that requires the ability to drive as a condition of employment, the employee must submit an H-6 DMV print out with their employment application. If an employee is being reclassified, an H-6 DMV print out must be submitted with the Position Inventory Questionnaire.

Contract workers and volunteers who drive while conducting City Business must submit their driver license and proof of insurance to the City Attorney's Office. They shall not drive on City Business until the City Attorney's Office has given approval. It is the responsibility of the Department to ensure this information is provided to the City Attorney's Office.

Any driver involved in any accident, regardless of how minor, while conducting City Business must notify their supervisor immediately. In addition, any driver involved in a traffic accident, while conducting City Business, that involves an injury, death or property damage in excess of $750, must complete a Report of Traffic Accident (SR1) and deliver the Report to the City Attorney's Office within five days of the traffic accident. The City Attorney's Office will file the Report with the DMV within the required ten days.

The following guidelines may be used in determining whether a person is able to drive while conducting City Business.

Unfavorable Drivers

- One (1) "Serious Violation" committed during the past five years
- One (1) DWUI/DWI (Drugs or Alcohol) committed during the past ten years
- Three (3) or more "Serious Violations" committed prior to the past five years, but not more than ten years ago
- At least three (3) occurrences of any combination of accidents (regardless of fault) or moving violations during the past five years
- A driver with an international or foreign driver license
- A driver who is not licensed in the State of California within the required time frame of their move from another State.
- Drivers 21 years of age or younger if they have any of the following:
    1. Two (2) accidents (regardless of fault) in the last five years
    2. Two (2) moving violations (any type) within the last five years
    3. One (1) "serious violation" in the past five years
    4. One (1) DWUI/DWI (Drugs or Alcohol) committed during the past ten years
    5. An international or foreign driver license
    6. Not licensed in the State of California within the required time frame of their move from another State

Serious Violations

- Negligent homicide using a motor vehicle
- Driving while license is suspended or revoked
- Operation of a motor vehicle for the commission of a felony
- Aggravated assault with a motor vehicle
- Operating a motor vehicle without the owner's authority (grand theft)
- Permitting an unlicensed person to drive
- Reckless driving
- Speed contest (racing)
- Hit and run (bodily injury or property damage)
- Failure to report an accident
- Illegal passing of a school bus
- Operation of any vehicle transporting flammable, explosive or toxic cargo without proper licensure or permit
- Refusal to submit to blood alcohol or breathalyzer testing during a traffic stop
- Other violations similar to those listed above that are also considered serious by state law

Double Violations

- "Texting" or using a cell phone or other electronic device, including a hands-free device, while driving on City business or at any time while driving a City vehicle.
- Failure to use a seatbelt while driving on City business or at any time while driving a City vehicle. Likewise, while driving on City business or a City vehicle, the driver is responsible to ensure that all passengers are wearing seatbelts.

Any moving violation not listed under "Serious Violations" or "Double Violations" will count as one "occurrence".

C. Driver Categories

Every employee, designated contract worker and designated volunteer shall be placed in one of four categories based on the frequency in which they drive during the course and scope of their employment with the City. The employee's Department Head or his/her designee shall determine the category in which they are placed. Driver categories are to be assigned on an individual basis, not by job classifications.

If there is any question as to the category an employee should be assigned, they shall be placed in the next higher category, except category IV (Non-Driver). The Office of the City Attorney reserves the right to change a person's driver category.

Category I. Regular Driver

A Regular driver is a driver that is issued/assigned a City vehicle, receives an automobile allowance or anyone who drives any vehicle an average of two or more days per week in the course and scope of their employment and has at least three years of driving experience, regardless of age. If an employee is required to possess a valid California driver license as a condition of their employment, they shall be placed into Category I.

Any employee who is required to submit an H-6 DMV print out when applying for a position shall be deemed a Regular driver. In addition, all "field" employees who receive an auto allowance and are required to drive their private vehicles during the normal course of their daily duties shall be designated a Regular driver.

Contract workers and volunteers who drive a motor vehicle an average of two or more days per week while conducting City Business shall be designated a Regular driver.

All Regular drivers shall notify their supervisor within one week of receipt of any moving violation or may be subject to disciplinary action. The supervisor will then notify the Human Resources Department in writing.

A Regular driver may be subject to disciplinary action, up to and including termination, if his/her license is temporarily suspended, revoked or if the City Attorney determines that the driver has accumulated an excessive amount of points within a period of time.

Category II. Frequent Driver

Any person driving any vehicle while on City Business an average of two or more days per month. A Frequent driver may drive a City vehicle (i.e. - the Library van). However, a Frequent driver who has been licensed less than three years, regardless of age, may not drive a City vehicle. A Frequent driver must also not transport others in any vehicle unless prior authorization is received by the City Attorney's Office.

All Frequent drivers shall notify their supervisor within one week of receipt of any moving violation or may be subject to disciplinary action. The supervisor will then notify the Human Resources Department in writing.

A Frequent driver may be subject to disciplinary action, up to and including termination, if his/her license is temporarily suspended, revoked or if the City Attorney determines that the driver has accumulated an excessive amount of points within a period of time.

Category III. Infrequent Driver

A person who generally does not drive on City Business but may infrequently be required to do so.

All Infrequent drivers shall notify their supervisor within one week of receipt of any moving violation or may be subject to disciplinary action. The supervisor will then notify the Human Resources Department in writing.

Category IV. Non-Driver

A person who does not have a valid California driver license and/or does not have legally required insurance. Those who fall in this category are required to sign an exemption from driving form and may not drive any vehicle on City property or on City Business. Any person who does not have a license or legally required insurance is prohibited from driving during work hours, including any lunch or break periods.

Any person who may have a valid California driver license and/or insurance, but is considered to be "uninsurable" under the City's coverage, shall be designated a Non-Driver.

D. Current Driver Screening

1. Employer Pull Notice Program

The Human Resources Department shall enroll any employee in the Employer Pull Notice (EPN) Program who is mandated to be in the program per the California Department of Motor Vehicles regulations.

In addition, the Human Resources Department shall also enroll in the Employer Pull Notice Program any person in the following Driver categories:

- Regular Driver (Category I)
- Frequent Driver (Category II)

Regular (Category I) and Frequent (Category II) drivers shall complete and sign the appropriate DMV form(s) and return them to the Human Resources Department within 72 hours of their hire date.

Failure to complete the form(s) may result in the loss of driving privileges. In addition, the employee may be subject to disciplinary action, up to and including termination.

2. Non-Drivers Who Become Eligible to Drive

If a person who is designated a Non-Driver obtains a driver license and/or insurance or there is a change in their driving record that may consider the person to be "insurable" under the City's coverage, he or she must notify and receive authorization from the Human Resources Department and City Attorney's Office prior to becoming eligible to drive while on City Business.

3. Review of Driving Records

The City Attorney's Office will obtain a driving record on an annual basis for all existing employees and any other person who drives for the City. Employees in the DMV Pull Program will have their license status monitored per the rules and regulations of participants in that program. In addition, the City maintains the right to conduct periodic and random review of driving records at its discretion.

Stephen H. Williams
City Manager

City Council Staff Report

DATE: **AUGUST 7, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PARKS AND RECREATION DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE THIRD AMENDMENT WITH OPSEC SPECIALIZED PROTECTION FOR SECURITY SERVICES FOR PARKS AND RECREATION TO INCREASE THE AMOUNT OF THE AGREEMENT BY $15,000 FOR A TOTAL AMOUNT NOT TO EXCEED $114,926 TO RECONCILE INVOICES FOR FY 2023-24**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Third Amendment to Agreement No. A-7890 with OPSEC Specialized Protection for security services for Parks and Recreation to increase the amount of the agreement by $15,000 for a total not to exceed amount of $114,926 to reconcile invoices for FY 2023-24; and,

2. Authorize the City Manager or her designee to execute Third Amendment Agreement No. A-7890 with OPSEC Specialized Protection, including minimal and/or non-substantial changes.

BACKGROUND

Since 2008, Parks and Recreation has regularly sought bids from security companies to provide services for special events and at DryTown Water Park. In 2022, OPSEC Specialized Protection was selected to fulfill these duties for the fiscal year 2022-23. With the addition of SAVES to Parks and Recreation, the department's need for security services increased more than anticipated. Parks and Recreation is proposing to amend the contract with OPSEC Specialized Protection to ensure that all remaining invoices from FY 2023-24 are paid in full.

DISCUSSION

In July 2024, to continue to enhance the City's overall security strategy, security services were transitioned to Absolute International Security. However, to ensure a seamless

transition and fulfill final financial obligations, it is necessary to address the remaining payments due to OPSEC Specialized Protection. The additional $15,000 requested will cover these final payments, ensuring all services rendered up to this point are fully compensated. This action maintains the City's commitment to our vendors and allows Parks and Recreation to continue focusing on providing a safe and secure environment at our facilities.

FISCAL IMPACT

$15,000; Sufficient funds for these services are budgeted and available in Parks and Recreation accounts for fiscal year 2023-24.

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:	Kevin Altobelli, Recreation Manager
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-7890 Third Amendment with OPSEC Specialized Protection
Agrmt No. A-7890 Second Amendment with OPSEC Specialized Protection
Agrmt No. A-7890 First Amendment with OPSEC Specialized Protection
Agrmt No. A-7890 with OPSEC Specialized Protection

3rd AMENDMENT TO AGREEMENT A-7890
BETWEEN THE CITY OF PALMDALE AND OPSEC SPECIALIZED PROTECTION

This 3rd Amendment to Agreement No. A-7890 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and OPSEC SPECIALIZED PROTECTION (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on May 5, 2022 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

CONTRACTOR will provide Sentry Security Service for the following locations: Palmdale Amphitheater, 2723 Rancho Vista Blvd, Palmdale, CA 93551 and Dry Town Water Park, 3850 East Avenue S, Palmdale, CA 93550, Pelona Vista Park, 37720 Tierra Subida, Palmdale CA 93551, Palmdale Playhouse, 38334 10th Street East, Palmdale, CA 93550, Chimbole Cultural Center, 38350 Sierra Highway, Palmdale, CA 93550, (herethenafter called the PROTECTED PROPERTY).

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

Amend to increase contract price for the reconciliation of final invoices.

NOW THEREFORE, the parties agree as follows:

3. Section 10 of the Agreement, PRICE, is hereby increased by an additional Fifteen Thousand dollars ($15,000.00) and bringing the total amount of the contract to One Hundred Fourteen Thousand Nine Hundred and Twenty-Six dollars ($114,926.00).

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

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

CITY OF PALMDALE:

Ronda Perez
City Manager

KS
Signed: 7/9/2024

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

APPROVE AS TO FORM:

William P. Curley, III
City Attorney

ATTEST:

Rochelle Scott
City Clerk

OPSEC SPECIALIZED PROTECTION:

Fred Porras
Signed: 7/9/2024

Fred Porras
President

ADDRESS FOR NOTICE:
OPSEC SPECIALIZED PROTECTION
44262 Division St. Suite A
Lancaster, CA 93535

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

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

Record of Signing

For
Name
Title



Signed on 2024-07-09 19:50:53 GMT

Secured by Concord™
DocumentID: 02x4ZPPUVFUHrVJeFNxseS
SigningID: 02x4ZPPUPCm21RHYNgiNrO
Signing date: 7/9/2024
IP Address: 206.171.111.149
Email: ksmith@cityofpalmdale.org

For
Name
Title



Signed on 2024-07-09 20:46:02 GMT

Secured by Concord™
DocumentID: 02x4ZPPUVFUHrVJeFNxseS
SigningID: 02x4alLh7bAJ61KRuKGb41
Signing date: 7/9/2024
IP Address: 98.153.109.10
Email: fporras@opsecpro.com

concord™
Where agreements happen.

Signed with www.concordnow.com

2nd AMENDMENT TO AGREEMENT A-7890
BETWEEN THE CITY OF PALMDALE AND OPSEC SPECIALIZED PROTECTION

This 2nd Amendment to Agreement No. A-7890 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and OPSEC SPECIALIZED PROTECTION (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on May 5, 2022 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

CONTRACTOR will provide Sentry Security Service for the following locations: Palmdale Amphitheater, 2723 Rancho Vista Blvd, Palmdale, CA 93551 and Dry Town Water Park, 3850 East Avenue S, Palmdale, CA 93550, Pelona Vista Park, 37720 Tierra Subida, Palmdale CA 93551, Palmdale Playhouse, 38334 10th Street East, Palmdale, CA 93550, Chimbole Cultural Center, 38350 Sierra Highway, Palmdale, CA 93550, (herethenafter called the PROTECTED PROPERTY).

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

Amend Terms of Agreement.

NOW THEREFORE, the parties agree as follows:

Section 3 of the Agreement, TERMS OF AGREEMENT, is hereby amended to include:
-Commence on January 1, 2024 to May 31, 2024

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

(REST OF PAGE INTENTIONALLY LEFT BLANK)

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

CITY OF PALMDALE:

Ronda Perez
Signed: 12/18/2023

Ronda Perez
City Manager

KS
Signed: 12/15/2023

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

OPSEC SPECIALIZED PROTECTION:

Fred Porras
Signed: 12/15/2023

Fred Porras
President

ADDRESS FOR NOTICE:
OPSEC SPECIALIZED PROTECTION
44262 Division St. Suite A
Lancaster, CA 93535

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 12/18/2023

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Signed: 12/18/2023

Roxanne Faber
Acting City Clerk

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

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

Record of Signing

For
Name
Title



Signed on 2023-12-15 01:01:59 GMT

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DocumentID: NGY0MmM5NWUtMD
SigningID: MWU3Yjg1MjktMG
Signing date: 12/15/2023
IP Address: 206.171.111.149
Email: ksmith@cityofpalmdale.org

For
Name
Title



Signed on 2023-12-15 01:06:22 GMT

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DocumentID: NGY0MmM5NWUtMD
SigningID: MDE3Y2M0YWItN2
Signing date: 12/15/2023
IP Address: 98.153.109.10
Email: fporras@opsecpro.com

For
Name
Title



Signed on 2023-12-18 17:25:06 GMT

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DocumentID: NGY0MmM5NWUtMD
SigningID: YTM4ZDMwOWYtOD
Signing date: 12/18/2023
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

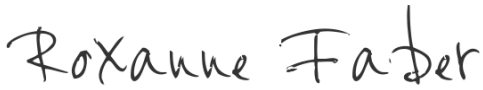
For
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DocumentID: NGY0MmM5NWUtMD
SigningID: MzQzMjA4NGMtMD
Signing date: 12/18/2023
IP Address: 206.171.111.134
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed on 2023-12-18 22:57:59 GMT

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DocumentID: NGY0MmM5NWUtMD
SigningID: MTYwNzg2MzAtZD
Signing date: 12/18/2023
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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Signed with www.concordnow.com

1st AMENDMENT TO AGREEMENT A-7890
BETWEEN THE CITY OF PALMDALE AND OPSEC SPECIALIZED PROTECTION

This 1st Amendment to Agreement No. A-7890 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and OPSEC SPECIALIZED PROTECTION (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on May 5, 2022 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

CONTRACTOR will provide Sentry Security Service for the following locations: Palmdale Amphitheater, 2723 Rancho Vista Blvd, Palmdale, CA 93551 and Dry Town Water Park, 3850 East Avenue S, Palmdale, CA 93550, Pelona Vista Park, 37720 Tierra Subida, Palmdale CA 93551, Palmdale Playhouse, 38334 10th Street East, Palmdale, CA 93550, Chimbole Cultural Center, 38350 Sierra Highway, Palmdale, CA 93550, (herethenafter called the PROTECTED PROPERTY).

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

Amend locations, terms of agreement, increase contract price and amend fee schedule breakdown of services

NOW THEREFORE, the parties agree as follows:

1. Section 2 of the Agreement, LOCATIONS, is hereby amended to include:
-SAVES, 1002 E Avenue Q-12, Palmdale, CA 93550 and various other locations.

2. Section 3 of the Agreement, TERMS OF AGREEMENT, is hereby amended to include:
- Commence on July 1, 2023 and will end on December 31, 2023

3. Section 10 of the Agreement, PRICE, is hereby increased by an additional Seventy Thousand dollars ($70,000.00) and bringing the total amount of the contract to Ninety-Nine Thousand Nine Hundred and Twenty-Six dollars ($99,926.00).

4. Section 10 of the Agreement, Price is hereby amended to the below fee schedule breakdown and is payable as follows:

Rates as of July 1, 2023 - Continuous Jobs like DryTown and SAVES
-Unarmed security officer - $28.00 per hour
-Overtime & Holiday Rate - $42.00 per hour

Rates as of July 1, 2023 - Special Events at Palmdale Amphitheater, Palmdale Playhouse, Pelona Vista Park, and various other facilities and sites
-Unarmed security officer - $32.00
-Overtime & Holiday Rate - $48.00
-Security Supervisor Rate - $32.00

All shifts require a six (6) hour work minimum. Overtime is billed at time and one half

over eight (8) work hours. All twelve (12) hour shifts will be divided in half by two employees as not to accrue any overtime. Should there be a need to schedule overtime, the client will be notified for approval.

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

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

CITY OF PALMDALE:

Ronda Perez
Signed: 6/8/2023

Ronda Perez
City Manager

KS
Signed: 6/7/2023

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

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 6/8/2023

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber
Signed: 6/12/2023

Roxanne Faber
Acting City Clerk

OPSEC SPECIALIZED PROTECTION:

Fred Porras
Signed: 6/7/2023

Fred Porras
President

ADDRESS FOR NOTICE:
OPSEC SPECIALIZED PROTECTION
44262 Division St. Suite A
Lancaster, CA 93535

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

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

Record of Signing

For
Name
Title



Signed on 2023-06-07 17:32:19 GMT

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DocumentID: Yzc1ZTI3Y2ItYj
SigningID: OTQ3MWQ1NzgtMW
Signing date: 6/7/2023
IP Address: 206.171.111.149
Email: ksmith@cityofpalmdale.org

For
Name
Title



Signed on 2023-06-07 23:49:21 GMT

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DocumentID: Yzc1ZTI3Y2ItYj
SigningID: Njc1MWJmMDYtOT
Signing date: 6/7/2023
IP Address: 98.153.109.10
Email: fporras@opsecpro.com

For
Name
Title



Signed on 2023-06-08 18:01:05 GMT

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SigningID: YmQwMjlmMTYtN2
Signing date: 6/8/2023
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

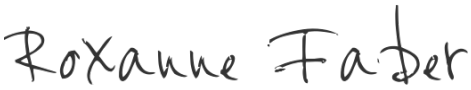
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Name
Title



Signed on 2023-06-08 22:49:32 GMT

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DocumentID: Yzc1ZTI3Y2ItYj
SigningID: NTdmODYyYWItYm
Signing date: 6/8/2023
IP Address: 166.199.151.129
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed on 2023-06-12 21:02:09 GMT

Secured by Concord™
DocumentID: Yzc1ZTI3Y2ItYj
SigningID: YmNkYThkNDEtZj
Signing date: 6/12/2023
IP Address: 104.32.99.82
Email: rfaber@cityofpalmdale.org

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ORIGINAL

A-7890

OPSEC SPECIALIZED PROTECTION
44262 N. DIVISION STREET, SUITE A – LANCASTER, CA 93535
PHONE: 661-942-3999 – FAX: 661-793-7303

SERVICE CONTRACT

1. Agreement made this 5th day of May 2022, between **OPSEC Specialized Protection**, 44262 N. Division Street, Suite A, Lancaster, California 93535 (hereinafter called the SECURITY SERVICE) and **City of Palmdale, Department of Parks and Recreation**, 827 East Avenue Q-9, Palmdale, CA 93550, (hereinafter called the CLIENT).

2. The purpose of this agreement is to state the terms and conditions under which the SECURITY SERVICE will provide Sentry Security Service for the following locations: **Palmdale Amphitheater**, 2723 Rancho Vista Blvd, Palmdale, CA 93551 and **Dry Town Water Park**, 3850 East Avenue S, Palmdale, CA 93550, **Pelona Vista Park**, 37720 Tierra Subida, Palmdale CA 93551, **Palmdale Playhouse**, 38334 10th Street East, Palmdale, CA 93550, **Chimbole Cultural Center**, 38350 Sierra Highway, Palmdale, CA 93550, (herethenafter called the PROTECTED PROPERTY).

3. The terms of this agreement will commence on the 1st day of July 2022 and will continue in full force and effect ending June 30, 2023.

4. The SECURITY SERVICE will provide Sentry Security Officer(s) for the designated PROTECTED PROPERTY. The workdays and hours will be as agreed by the CLIENT and SECURITY SERVICE.

5. The conduct and scope of responsibility and authority of the Security Officers, are to be determined by written standard rules promulgated by the SECURITY SERVICE. Special instructions will be submitted by the CLIENT in writing. Other instructions and may be issued from time to time by designated employees of the CLIENT.

6. The protection services provided for this agreement will be by qualified, efficient and discrete employees of the SECURITY SERVICE in strict accordance with the recognized best practices of the security industry, and in conformity with standards and special instructions issued by the CLIENT.

7. The SECURITY SERVICE will maintain a valid state license and operate under the rules and regulations as set forth by the State of California, Department of Consumer Affairs, and Bureau of Security and Investigative Services.

8. In performing the services under this agreement, the SECURITY SERVICE will comply with all applicable federal, state county and city statutes, ordinances, and regulations.

9. The CLIENT agrees to hold the SECURITY SERVICE harmless for non-availability and/or performance of security coverage should a power outage, electrical interruption, civil unrest, emergency condition or any acts of God or nature arise that are beyond our control.

10. For the services herein agreed to be performed, the CLIENT will pay the SECURITY SERVICE the sum of $26.00, Per Hour, Per Unarmed Sentry Security Officer. A Six (6) hour minimum Per Shift is required. The rate for all on-site officers who work more than an eight (8) hour shift will be billed at $26.00, per hour. All National holidays worked are billed at a rate of 1-1/2 times of the regular hourly rate. The CLIENT shall pay the SECURITY SERVICES for 1,115 regular hours at $26 per hour for a total of $28,990.00 and for 24 National Holiday hours at $39 per hour for a total of $936.00. Total contract not to exceed $29,926.00.

National Holidays are as follows:

New Year's Day	Christmas Day
Memorial Day	Labor Day
Independence Day	Thanksgiving Day
Veteran's Day	

11. The CLIENT agrees not to decrease the amount of workdays or work hours. The SECURITY SERVICE has quoted the hourly price based on the agreed amount of workdays and work hours.

12. The CLIENT will pay the SECURITY SERVICE, or any of its employees the above agreed hourly rate for any court action/appearances, or other investigations that occurs on or relates to the PROTECTED PROPERTY. An eight (8) hour minimum is required. Payment will be for the services that were provided under this agreement during such time that this agreement is or was in effect, at the aforementioned rate.

13. In compliance with the State of California Labor Code and Industrial Welfare Commission, all employees must receive a thirty (30) minute meal break and two (2) uninterrupted ten (10) minute rest breaks. The SECURITY SERVICE employee may leave the clients premises for the rest breaks. The Security Officer will remain on the CLIENTS premises for the meal period. The client is billed for all meal periods and rest breaks.

14. The SECURITY SERVICE will submit to the CLIENT a weekly invoice for Sentry Security Officer hours worked. In carrying out the terms of this agreement, the CLIENT agrees to pay the SECURITY SERVICE within thirty (30), calendar days from the date of the submitted invoice.

15. It is agreed that in the event that any invoice or other sums due is not paid within thirty (30), calendar days from the date of the submitted invoice as agreed, the interest at the rate of one and one half (1 1/2) percent per month will accrue on any outstanding amount, until paid in full. The SECURITY SERVICE may suspend service due to late or unpaid invoices.

16. INSURANCE AND INDEMNITY:

16.1 SECURITY SERVICE, at its expense, shall maintain in effect during the term of this Agreement, not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California.

16.1.1 Workers' Compensation and Employer's Liability

-Worker's Compensation-coverage as required by 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

16.1.2 Commercial General Liability

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

16.1.3 Commercial Automobile Liability

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

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

16.3 Policies providing for bodily injury and property damage coverage shall contain: An endorsement extending coverage to the CLIENT 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 CLIENT, and any other insurance maintained by the CLIENT shall be considered excess coverage and not contributing insurance with the insurance required above. The certificates shall state: "The City of Palmdale, Successor Agency to the Community Redevelopment Department, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insureds." "Severability of Interest" clause.

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

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

16.6 Any policy or policies of insurance that SECURITY SERVICE 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 CLIENT.

16.7 Acceptable Proof of Insurance:

16.7.1 ACCORD Certificate of Insurance listing all coverages, 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.

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

16.8 Notwithstanding any other provisions of this Contract, CLIENT may immediately terminate this Contract if, at any time SECURITY SERVICE fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

16.9 SECURITY SERVICE agrees to indemnify, defend and hold harmless the City, its officers, agents and employees, from and against all claims, losses, obligations, or liabilities which arise out of, or are in any way related to the negligent acts or willful misconduct of SECURITY SERVICE, or its employees or agents.

17. Each party agrees to exert every reasonable effort to resolve the mutual satisfaction of both parties and any disagreements concerning the services provided under this agreement, and/or the terms thereof. In the event of any legal action required by either party to enforce the terms of this agreement, the prevailing party will be entitled to recover, in addition to any other sums as may be due, the costs of said legal action, including any and all reasonable attorneys' fees.

18. The terms of this agreement and their enforcement hereunder will be in accordance with the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

19. This agreement will remain in effect until it is modified or canceled.

20. This agreement supersedes any and all prior agreements heretofore made between the parties hereto.

CITY OF PALMDALE:

/s/ Ronda 5/30/2022
Ronda Perez DATE
Interim City Manager

ADDRESS FOR NOTICE:
City of Palmdale
City Manager's Office
38300 Sierra Highway, Suite A
Palmdale, CA 93550

OPSEC SPECIALIZED PROTECTION

5-12-2022
Fred Porras DATE
President

ADDRESS FOR NOTICE:
OPSEC SPECIALIZED PROTECTION
44262 Division St. Suite A
Lancaster, CA 93535

APPROVED AS TO FORM:

5-25-2022
Christopher L. Beck Date
For City Attorney

ATTEST:

Shanae A. Smith 5/31/2022
Shanae S. Smith Date
City Clerk

City Council Staff Report

DATE: **AUGUST 7, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **3 and 4**

SUBJECT: **AWARD CONSTRUCTION AGREEMENT WITH MANHOLE ADJUSTING, INC., FOR PN 904, FY 2024-2025 LOCAL STREET ASPHALT RUBBER AGGREGATE MEMBRANE (ARAM) CAPE SEAL PROJECT FOR A NOT TO EXCEED AMOUNT OF $1,563,898 FOR A TERM OF 50 WORKING DAYS FROM THE DATE OF THE NOTICE TO PROCEED**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Construction Agreement No. A-8874 with Manhole Adjusting, Inc., for PN 904, FY 2024-2025 Local Street ARAM Cape Seal Project for a not to exceed amount of $ 1,563,898, which includes a contract amount of $1,421,725 plus a 10% contingency amount of $142,173; and,

2. Authorize the City Manager or her designee to execute Agreement No. A-8874 with Manhole Adjusting, Inc., including minimal and/or non-substantial changes.

BACKGROUND

Project No. 904 will provide ARAM cape sealing on over 650,000 square feet of local streets located at or near Avenue S & 47th Street East, Avenue S & 52nd Street East, and Avenue S-8 & 45th Street East. ARAM cape seals are a sustainable pavement surface treatment ideal for local streets in moderately distressed conditions. The installation process generally includes resident notification, surface preparation (weed spraying and crack sealing), localized repairs, a thin leveling course for the poorer-condition streets, and a rubber-coated chip seal followed by a recycled-material slurry seal. Cul-de-sacs and intersection stop points will receive a mill and asphalt-concrete overlay treatment to provide greater strength for the heavy wheel turning and shear stresses associated with these areas. The ARAM cape seal treatment is expected to extend the life of the existing pavement surface by an additional 10 years.

DISCUSSION

On May 16, 2024, the project was advertised electronically through Planet Bids with eight (8) vendors registered as prime contractors. On June 27, 2024, two (2) bids for this project were received and are listed below:

Bidder	Location	Amount
1. Manhole Adjusting, Inc.	Pico Rivera, CA	$1,421,725
2. American Pavement Systems, Inc.	Modesto, CA	$1,673,660

Manhole Adjusting, Inc. was the lowest responsible and responsive bidder with an estimated construction cost of $1,421,725. The contract will also include a 10% contingency fee of $142,173, for a total not to exceed $1,563,898.

The estimated project cost includes the construction contract and 10% contingency, plus $15,000 for construction labor compliance and $35,000 for project management, for a total of $1,613,898.

FISCAL IMPACT

$1,563,898; The contract is funded using Senate Bill 1 (Road Repair and Accountability Act of 2017) Account No. S0025210-724525.

Council Action	Cost
Construction Cost – Manhole Adjusting, Inc.	$1,421,725
10% Contingency Fee	$142,173
Total Council Action	**$1,563,898**

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:	Hamed Hashemian, P.E., Deputy 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

Agrmt No. A-8874 with Manhole Adjusting, Inc.
Atch 1 Site Map ARAM Cape Seal Area 1
Atch 2 Site Map ARAM Cape Seal Area 2

AGREEMENT NO. A- 8874
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND MANHOLE ADJUSTING, INC.

THIS CONTRACT (“Contract”) is made and entered into by and between City of Palmdale, a public entity ("City"), and MANHOLE ADJUSTING, INC., a California Corporation ("Contractor"). Contractor and City are collectively referred to herein as the “parties.” This Contract shall become effective on the date of the last signatory.

1 Scope of Work

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

Construction of City Project No. 904, including but not limited to: traffic control plans and implementation, SWPPP, public notifications, permitting, geolocation of utilities at surface; surface preparation, application of ARAM cape seals on local streets per 2021 SPPWC; cul-de-sac and intersection stop point treatments with conventional AC overlay, micro-milling, localized repairs; utility adjustment; traffic loop replacement; and striping inventory and replacement.

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 one million four hundred twenty one thousand seven hundred twenty five Dollars ($1421725) 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 fifty (50) working days of said notice.

5 Payment and Performance Bonds; Guaranty

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

6 Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Class A Contractor's License **or Specialty Contractor License consisting of Class (not applicable) licensee** to perform the required work ("Work"). Contractor's DIR registration number is 1000004104. 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 / City Engineer or his or her designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10 Indemnification

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

11 Liability Insurance

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

11.1.1 Commercial General Liability
- $2,000,000.00 limit on a per occurrence basis
- $4,000,000.00 general aggregate limit

11.1.2 Commercial Automobile Liability
- $5,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

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

11.1.4 Pollution/Environmental Liability*
- $2,000,000.00 limit on a per occurrence basis

11.1.5 Professional Liability (Errors & Omissions)*
- $2,000,000.00 limit on a per occurrence basis

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

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

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

B. “Severability of Interest” Clause.

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

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

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

11.6 Acceptable Proof of Insurance:

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

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

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

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

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

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

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

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

12 State Labor Code

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

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

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

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

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

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

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

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

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

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

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

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

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

13 Antitrust Claims

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

14 Trenching and Excavations

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

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

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

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

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

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

15 Location of Existing Elements

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

16 Third Party Claims

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

17 Non-Collusion

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

18 Conflicts of Interest

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

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

19 Audit

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

20 Substitute Security

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

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

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

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

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

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

21 Claims Dispute Resolution

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

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

22 Non-discrimination and Equal Employment Opportunity

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

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

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

23 Integration

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

24 Governing Law

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

25 Successors and Assigns

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

26 Exhibits

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

27 Authority to Sign

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

28 Time is of the Essence

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

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

CITY OF PALMDALE

SIGNATURE AREA

Ronda Perez Date
City Manager

SIGNATURE AREA

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

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

MANHOLE ADJUSTING, INC.

SIGNATURE AREA

John Corcoran Date
President

ADDRESS FOR NOTICE:
MANHOLE ADJUSTING, INC.
9500 Beverly Road
Pico Rivera, CA 90660

ATTEST: If Corporation

SIGNATURE AREA

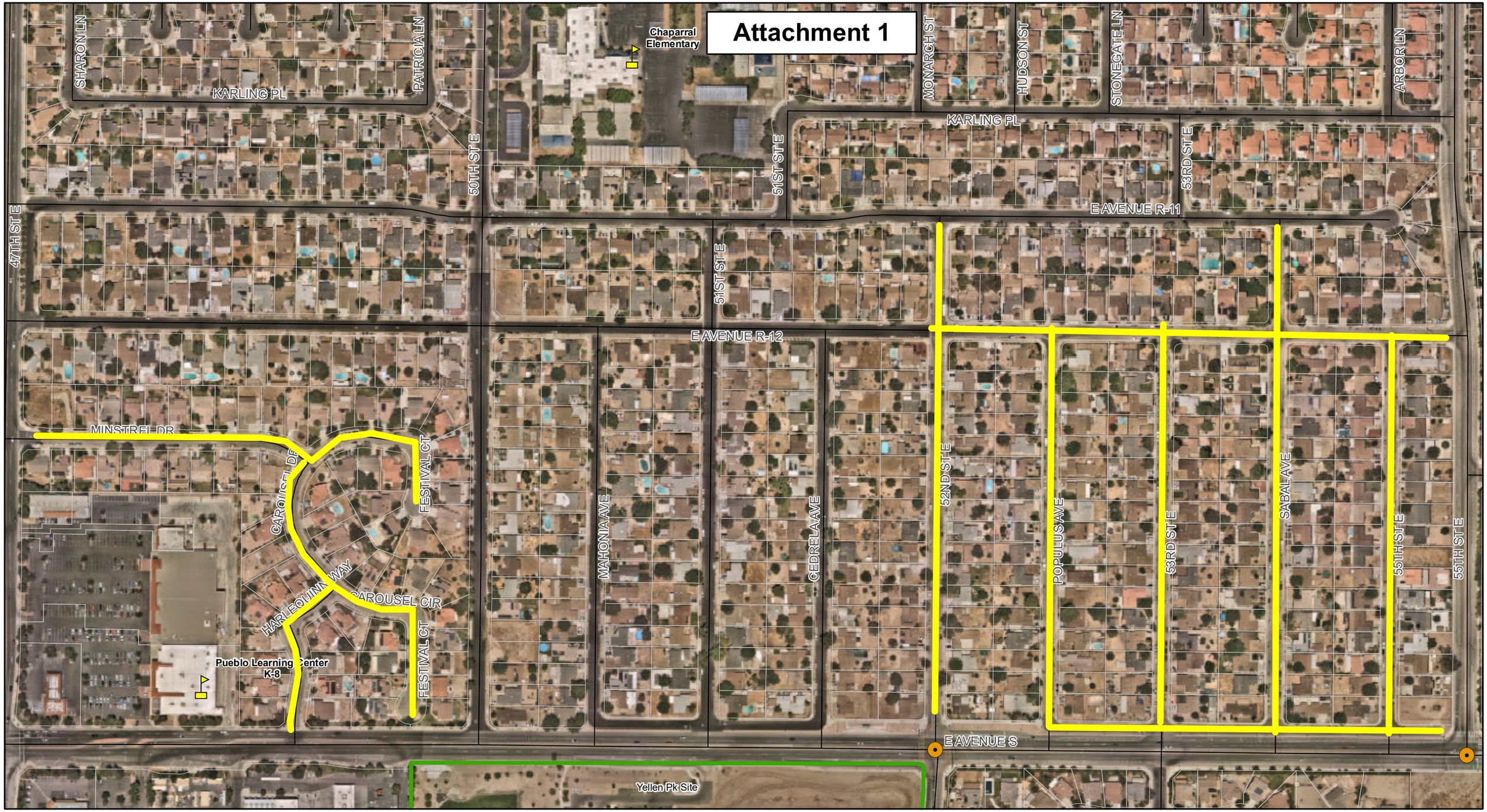
Secretary

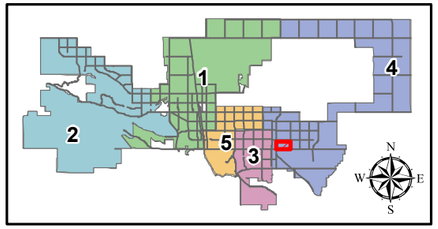
[Signatures of contractor on bond(s) must be notarized. Obtain two corporate signatures if contractor is a corporation.]

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

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

Attachment 1





Area 1 Project Streets*

ARAM Cape Seal

*Not to scale.
Yellow area is only intended to highlight the local street to receive the cape seal treatment.

Fire Station
Traffic Signal
School
Centerline
Park
Parcel
City Boundary

Map Revision Date: 06/20/2024

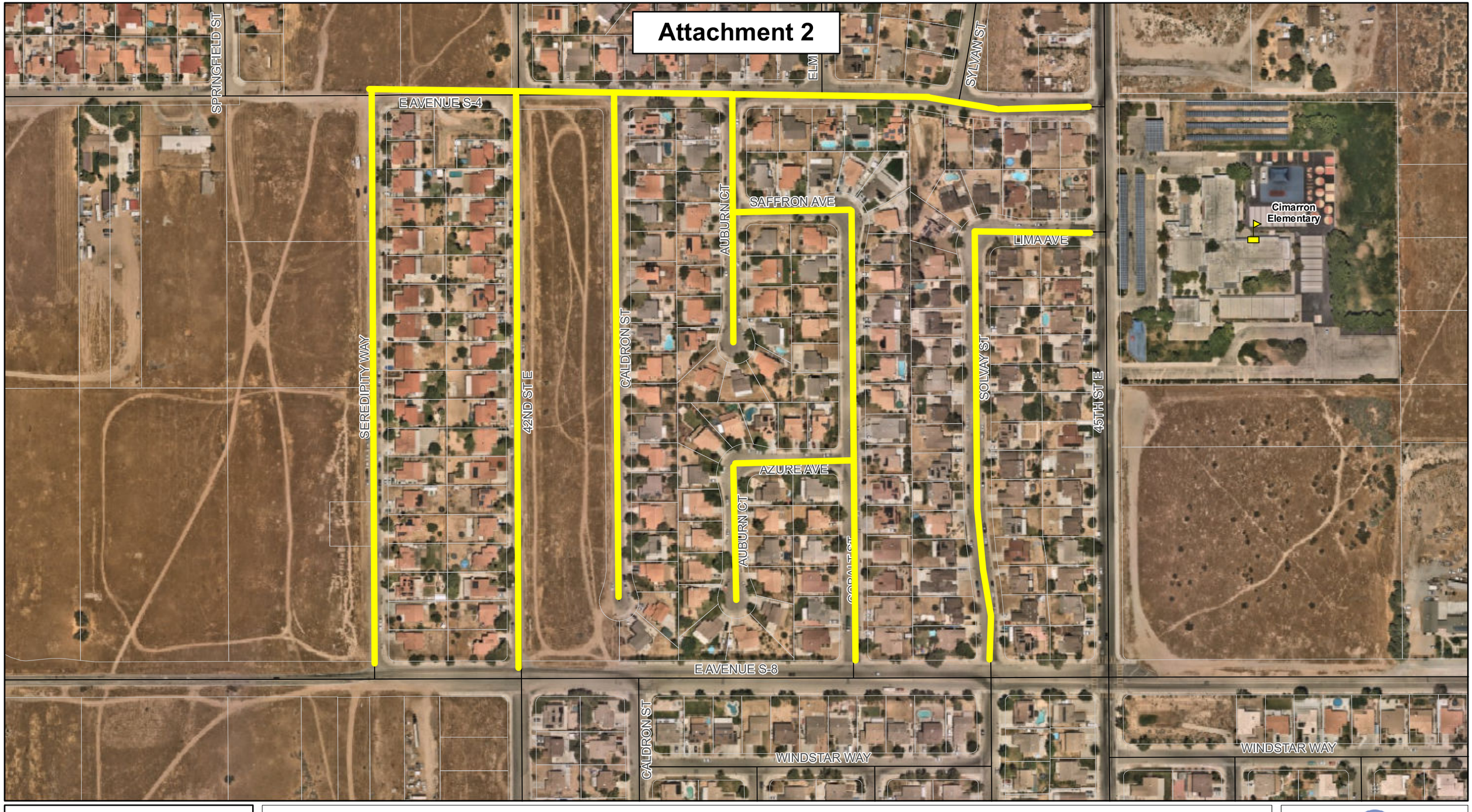
Data Source: Copyright 2024. All rights reserved. The City of Palmdale owns and licenses geographic data from a variety of sources. The information contained herein is the proprietary property of the following owners, supplied under license, and may not be reproduced except as licensed by those owners: City of Palmdale, Los Angeles County Assessor's Office, ESRI Date & Maps, USGS, & TeleAtlas (courtesy of SCAG). Aerial imagery may be outdated and not match the actual ground condition.

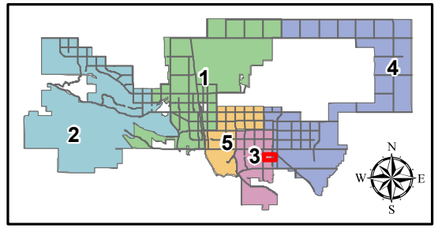
N 0 125 250 500 750 1,000 Feet

PALMDALE
a place to call home

PN 904 : FY 2024-2025 Local Street Cape Seal (Area 1)

Attachment 2





Area 2 Project Streets*

ARAM Cape Seal

*Not to scale.
Magenta area is only intended to highlight the local street to receive the cape seal treatment.

Fire Station
Traffic Signal
School

Centerline
Park
Parcel
City Boundary

Map Revision Date: 06/20/2024

Data Source: Copyright 2024. All rights reserved. The City of Palmdale owns and licenses geographic data from a variety of sources. The information contained herein is the proprietary property of the following owners, supplied under license, and may not be reproduced except as licensed by those owners: City of Palmdale, Los Angeles County Assessor's Office, ESRI Date & Maps, USGS, & TeleAtlas (courtesy of SCAG). Aerial imagery may be outdated and not match the actual ground condition.

N 0 100 200 400 600 800 Feet

PALMDALE
a place to call home

PN 904 : FY 2024-2025 Local Street Cape Seal (Area 2)

City Council Staff Report

DATE: **AUGUST 7, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS**
ENGINEERING DIVISION

DISTRICT: **2**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-071, 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 LOS ANGELES COUNTY GENERAL FUND, LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, LOS ANGELES COUNTY WATERWORKS #40 – ANTELOPE VALLEY, LOS ANGELES COUNTY WATERWORKS #40 ACO FUND, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF THE ANTELOPE VALLEY CEMETERY DISTRICT, ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, CITY OF PALMDALE, AND THE ANTELOPE VALLEY – EAST KERN WATER AGENCY APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 14**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2024-071, 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 Los Angeles County General Fund, Los Angeles County Consolidated Fire Protection District, Los Angeles County Waterworks #40 – Antelope Valley, Los Angeles County Waterworks #40 ACO Fund, the Board of Directors of the County Sanitation District No. 14 of Los Angeles County, and the governing bodies of the Antelope Valley Cemetery District, Antelope Valley Mosquito and Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and the Antelope Valley – East

Kern Water Agency approving and accepting negotiated exchange of property tax revenues resulting from annexation to County Sanitation District No. 14;

2. Authorize the Mayor to execute the Joint Tax Sharing Resolution No. CC 2024-071, approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 14 in the annexation entitled Annexation No. 454; 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 territory to County Sanitation District No. 14 in the annexation entitled Annexation No. 454.

BACKGROUND

In accordance with the Revenue and Tax Code (Sections 99 and 99.01), any time there is a jurisdictional change, the County Auditor is required to adjust the allocation of property tax revenue for local agencies whose services area or service responsibility would be altered by the jurisdictional change. This adjustment or "Tax Sharing Agreement" determines the distribution of the annual property tax among all affected public agencies and special districts. The existing tax revenue based on the property's assessed value received by agencies will not change. This action only affects that portion of future tax revenues based on increases in assessed property value.

DISCUSSION

The County Sanitation District No. 14 of Los Angeles County has requested that the City enter into a tax-sharing agreement for parcel number 3204-025-048, as shown in Attachment 1. The parcel is part of a proposed single-family residential housing development (Tract No. 81337) located between 65th and 70th Streets West, south of Avenue M. The project's developer, DR Horton, has requested annexation into the County Sanitation District No. 14. This annexation is a condition of the development's entitlement and is required before receiving sewer service.

The adoption of this Joint Tax Sharing Resolution will approve the City's tax-sharing agreement between public agencies currently receiving tax revenue from this parcel and the County Sanitation District No. 14, which through the referenced annexation, will be providing services to this parcel for the first time. All the referenced agencies and special districts will execute and are party to the same Joint Tax Sharing Resolution. Staff recommends that the City Council adopt Resolution No. CC 2024-071 and authorize the Mayor to execute the Los Angeles County Joint Tax Sharing Resolution entitled Annexation No. 454.

FISCAL IMPACT

The current property tax share ratio for the City of Palmdale within the area of this annexation is 0.066294048 (6.6294%). This Council action will allocate 0.000396135 (0.0396%) of any future tax increase to the County Sanitation District No. 14. This results in a net City tax share rate of 0.065897913 (6.5897%). For example, a tax increase based on the assessed property value for this parcel will generate an additional $100 in total property tax. The City would receive an additional $6.5897 of this increase, and the County Sanitation District No. 14 would receive $0.0396. This allocation follows the State Revenue and Taxation Code, and the allocation formula is established and calculated by the Los Angeles County Auditor-Controller.

STRATEGIC PLAN

Goal II: Ensure the 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:	Hamed Hashemian, P.E., Deputy 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 2024-071
Atch 1 LA County Sanitation Districts Transmittal Letter, Annex. No. 14-454
LA County Joint Reso. for Annex. No. 454
Tax Sharing Worksheet
Annexation No. 454 Map

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-071

A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING ON BEHALF OF THE LOS ANGELES COUNTY GENERAL FUND, LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, LOS ANGELES COUNTY WATERWORKS #40 – ANTELOPE VALLEY, LOS ANGELES COUNTY WATERWORKS #40 ACO FUND, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF THE ANTELOPE VALLEY CEMETERY DISTRICT, ANTELOPE VALLEY MOSQUITO & VECTOR CONTROL DISTRICT, ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, CITY OF PALMDALE, AND THE ANTELOPE VALLEY – EAST KERN WATER AGENCY APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 14.

ANNEXATION NO. 454

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenue from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 14 entitled Annexation No. 454:

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 negotiated exchange of property tax revenue resulting from the annexation of territory to County Sanitation District No. 14 in the annexation entitled Annexation No, 454 is approved and accepted.

SECTION 2. For each fiscal year commencing on or after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 14 a total of 0.3248025 percent of the annual tax increment attributable to the land area encompassed within Annexation No. 454 as shown on the attached worksheets.

SECTION 3. No additional transfer of property tax revenue shall be made from any other tax agencies to County Sanitation District No. 14 as a result of annexation entitled Annexation No. 454.

SECTION 4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

SECTION 5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to preform 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 correct transfer shall be implemented for the next fiscal year.

SECTION 6. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 7th day of August 2024.

_____
Austin Bishop, Mayor

Approved as to form:

ATTEST:

_____
William P. Curley III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 7th day of August 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

LOS ANGELES COUNTY SANITATION DISTRICTS
Converting Waste Into Resources

Robert C. Ferrante
Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

May 10, 2024

General Annexation File

Mr. Tim Carney, Associate Engineer
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550

Dear Mr. Carney:

Tax Sharing Resolutions

Thank you for signing and returning the last joint resolutions that were submitted to your office for tax sharing purposes.

Enclosed, in triplicate, is a Joint Tax Sharing Resolution (resolution) involving your city and others. The applicant has requested, in writing, annexation of his property into the County Sanitation District No. 14 (District) in order to receive off-site disposal of sewage. Please see the table below for the annexation and its associated project. The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01). Please note that by sharing the property tax increment with the District resulting from this annexation, your city will not lose any existing ad valorem tax revenue it currently receives from the affected territory. Your city would only be giving up a portion of the revenues it would receive on increased assessed valuation.

Annexation No.	Type of Project
14-454	86 proposed single-family homes

Also, attached for the annexation is a copy of the applicable worksheet and map showing the location of the annexation. The worksheet lists the annual tax increment to be exchanged between your city, other affected taxing entities, and the District. The tax sharing ratios listed in the worksheet were calculated by the County Auditor Controller by specific Tax Rate Area (TRA). For example, if the annexing territory were to lie within two separate TRAs, there would be a worksheet for each TRA. The Los Angeles County Chief Executive Office (CEO) is requiring the District to implement the worksheet for all District annexations in order to increase efficiency for the calculation of property tax sharing ratios.

Printed on Recycled Paper

The resolution is being distributed to all parties for signature in counterpart. Therefore, you will only be receiving a signature page for your city. Enclosed are three sets of the resolution. One set of the resolution is for your files and the other two sets of the resolution need to be returned to the District. Please execute the two sets of the resolution and return them to the undersigned within 60 days as required by the Government Code. In addition, the County CEO's legal counsel is also requesting that the signature pages be properly executed from all affected agencies. Therefore, please have the Attest line signed by the appropriate person. Upon completion of the annexation process, your office will receive a fully executed copy of the tax sharing resolution for your files.

Your continued cooperation in this matter is very much appreciated. If you have any questions, please do not hesitate to call me at (562) 908-4288, extension 2708.

Very truly yours,

Shirly Wang
Customer Service Specialist
Facilities Planning Department

SW:sw

Enclosures: 14-454

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Consolidated Fire Protection District

Los Angeles County Waterworks #40 - Antelope Valley

Los Angeles County Waterworks #40 Aco Fund

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF

Antelope Valley Cemetery District

Antelope Valley Mosquito & Vector Control District

Antelope Valley Resource Conservation District

City of Palmdale

Antelope Valley - East Kern Water Agency

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 14.

"ANNEXATION NO. 454"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 14 entitled *Annexation No. 454;*

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 14 in the annexation entitled Annexation *No. 454* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2023, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 14 a total of 0.3248025 percent of the annual tax increment attributable to the land area encompassed within *Annexation No. 454* as shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 14 as a result of annexation entitled Annexation *No. 454.*

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this 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.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Mosquito & Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and Antelope Valley - East Kern Water Agency, signatory hereto.

CITY OF PALMDALE

_____
SIGNATURE

ATTEST:

_____
PRINT NAME AND TITLE

_____
Secretary

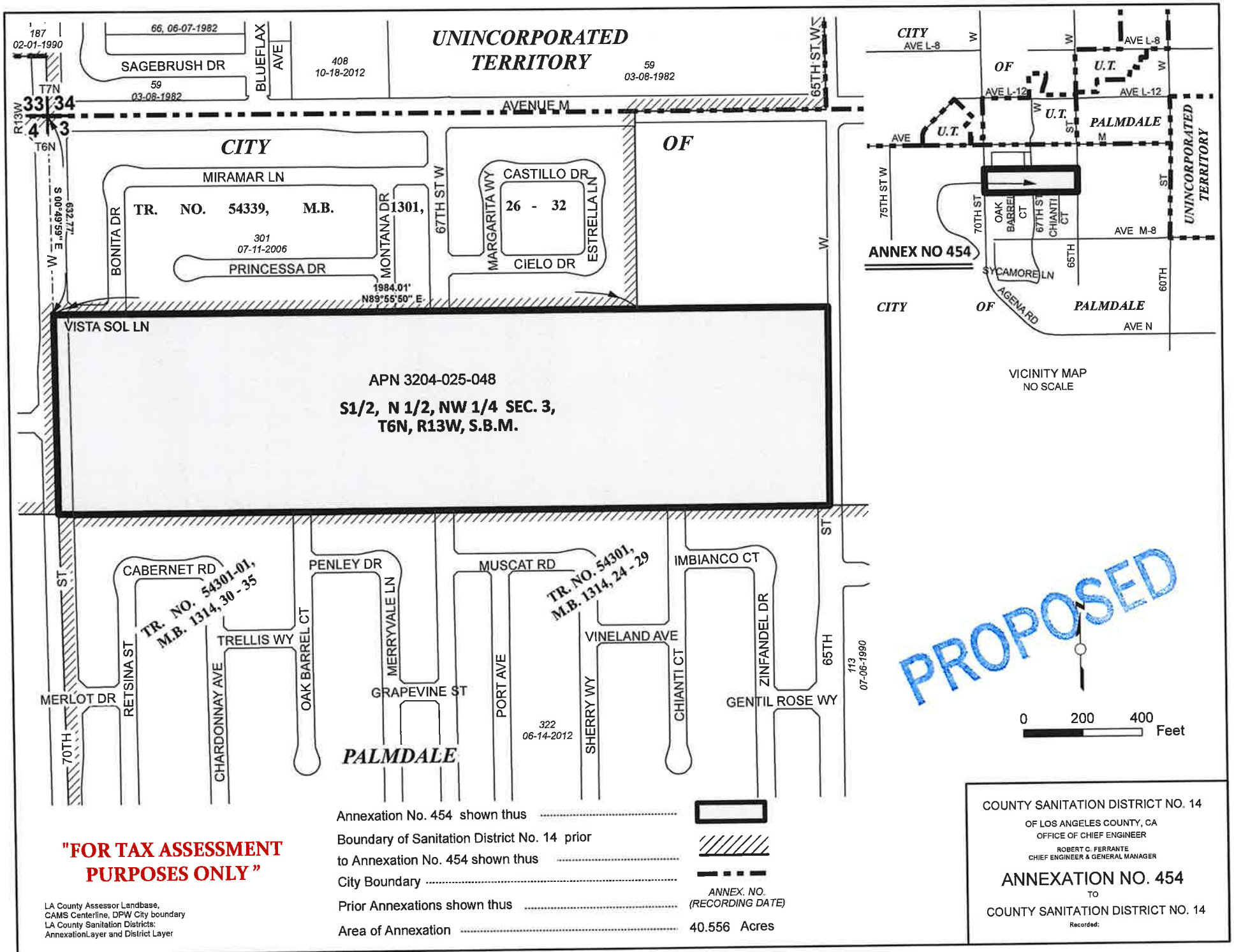
_____
Date

(SIGNED IN COUNTERPART)

ANNEXATION TO: CO.SANITATION DIST.NO 14 DEBT S.
ACCOUNT NUMBER: 066.45
TRA: 01461
EFFECTIVE DATE: 07/01/2024
ANNEXATION NUMBER: 454 PROJECT NAME: A-14-454

DISTRICT SHARE: 0.005975437

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.241478148	24.1488 %	0.005975437	0.001442950	-0.001486295	0.239991853
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000120985	0.0120 %	0.005975437	0.000000722	0.000000000	0.000120985
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.180000000	18.0000 %	0.005975437	0.001075578	-0.001075578	0.178924422
007.31	L A C FIRE-FFW	0.007133185	0.7133 %	0.005975437	0.000042623	0.000000000	0.007133185
047.04	LA CO WATERWORKS #40 ANTELOPE VY	0.013634645	1.3634 %	0.005975437	0.000081472	-0.000081472	0.013553173
051.75	L A CO WATER WKS NO 40 ACO FUND	0.010424065	1.0424 %	0.005975437	0.000062288	-0.000062288	0.010361777
053.30	ANTELOPE VY CEMETERY DISTRICT	0.001458332	0.1458 %	0.005975437	0.000008714	-0.000008714	0.001449618
061.05	ANTELOPE VLY MOSQ & VECTOR CONTR	0.001700665	0.1700 %	0.005975437	0.000010162	-0.000010162	0.001690503
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.001002051	0.1002 %	0.005975437	0.000005987	-0.000005987	0.000996064
225.01	CITY-PALMDALE TD #1	0.066294048	6.6294 %	0.005975437	0.000396135	-0.000396135	0.065897913
300.10	ANTELOPE VY.-EAST KERN WATER AGY	0.020315566	2.0315 %	0.005975437	0.000121394	-0.000121394	0.020194172
400.00	EDUCATIONAL REV AUGMENTATION FD	0.062290784	6.2290 %	0.005975437	0.000372214	EXEMPT	0.062290784
400.01	EDUCATIONAL AUG FD IMPOUND	0.128757217	12.8757 %	0.005975437	0.000769380	EXEMPT	0.128757217
400.15	COUNTY SCHOOL SERVICES	0.001499762	0.1499 %	0.005975437	0.000008961	EXEMPT	0.001499762
400.21	CHILDREN'S INSTIL TUITION FUND	0.002976514	0.2976 %	0.005975437	0.000017785	EXEMPT	0.002976514
689.01	WESTSIDE UNION SCHOOL DISTRICT	0.067883470	6.7883 %	0.005975437	0.000405633	EXEMPT	0.067883470
689.06	CO.SCH.SERV.FD.- WESTSIDE UNION	0.008769680	0.8769 %	0.005975437	0.000052402	EXEMPT	0.008769680
689.07	DEV CTR HDCPD MINOR WESTSIDE UN	0.000912791	0.0912 %	0.005975437	0.000005454	EXEMPT	0.000912791
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.103512371	10.3512 %	0.005975437	0.000618531	EXEMPT	0.103512371


187
02-01-1990
66, 06-07-1982
SAGEBRUSH DR
59
03-08-1982
BLUEFLAX AVE
408
10-18-2012
UNINCORPORATED TERRITORY
59
03-08-1982
65TH ST W
AVENUE M
T7N
R13W
33 34
4 3
T6N
CITY
OF
MIRAMAR LN
TR. NO. 54339, M.B. 1301,
301
07-11-2006
PRINCESSA DR
BONITA DR
MONTANA DR
67TH ST W
CASTILLO DR
MARGARITA WY
26 - 32
ESTRELLA LN
CIELO DR
S 00°49'59" E 632.77'
1984.01'
N89°55'50" E
VISTA SOL LN
APN 3204-025-048
S1/2, N 1/2, NW 1/4 SEC. 3,
T6N, R13W, S.B.M.
CABERNET RD
TR. NO. 54301-01, M.B. 1314, 30 - 35
PENLEY DR
MUSCAT RD
TR. NO. 54301, M.B. 1314, 24 - 29
IMBIANCO CT
VINELAND AVE
TRELLIS WY
MERRYVALE LN
OAK BARREL CT
RETSINA ST
CHARDONNAY AVE
PORT AVE
SHERRY WY
CHIANTI CT
ZINFANDEL DR
GENTIL ROSE WY
65TH
MERLOT DR
GRAPEVINE ST
70TH
ST
322
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PALMDALE
113
07-06-1990
PROPOSED
0 200 400
Feet
CITY
AVE L-8
OF
AVE L-12
U.T.
PALMDALE
UNINCORPORATED TERRITORY
ANNEX NO 454
SYCAMORE LN
AGENA RD
AVE N
AVE M-8
75TH ST W
70TH ST
67TH ST
65TH
60TH
VICINITY MAP
NO SCALE
"FOR TAX ASSESSMENT PURPOSES ONLY"
LA County Assessor Landbase,
CAMS Centerline, DPW City boundary
LA County Sanitation Districts:
AnnexationLayer and District Layer
Annexation No. 454 shown thus
Boundary of Sanitation District No. 14 prior to Annexation No. 454 shown thus
City Boundary
Prior Annexations shown thus
ANNEX. NO. (RECORDING DATE)
Area of Annexation
40.556 Acres
COUNTY SANITATION DISTRICT NO. 14
OF LOS ANGELES COUNTY, CA
OFFICE OF CHIEF ENGINEER
ROBERT C. FERRANTE
CHIEF ENGINEER & GENERAL MANAGER
ANNEXATION NO. 454
TO
COUNTY SANITATION DISTRICT NO. 14
Recorded:
R:\Planning\PropertyManagement\Annexations\Annex_GIS\Projects\14_454.mxdl EAO/MARCH 26, 2024

City Council Staff Report

DATE: **AUGUST 7, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: **1**

SUBJECT: **AWARD CONSULTANT AGREEMENT WITH PSOMAS FOR PN 796, 45th STREET EAST TRUNK SEWER AND STORM DRAIN IMPROVEMENT PROJECT, FOR A NOT TO EXCEED AMOUNT OF $338,514 FOR A TERM OF 42 WEEKS FROM THE DATE OF THE NOTICE TO PROCEED.**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Consultant Agreement No. A-8881 with Psomas for PN 796, 45th Street East Trunk Sewer and Storm Drain Improvement Project, for a not to exceed amount of $338,514, which includes a contract amount of $307,740, plus a 10% contingency of $30,774, for a term of 42 weeks from the date of the Notice to Proceed; and,

2. Authorize the City Manager or her designee to execute Agreement No. A-8881 with Psomas, including minimal and/or non-substantive changes.

BACKGROUND

In November 2019, the City Council awarded Design Agreement No. A-6797 for Project No. 796, 45th Street East Trunk Sewer Project to Psomas which initiated the design of a trunk sewer that would accommodate future commercial and residential development south of Avenue S along 45th Street East. Once constructed, the sewer will be turned over to the Los Angeles County Sanitation District for operation and maintenance pursuant to Takeover Agreement No. A-6911. In prior years, Psomas worked on the design for this project. However, the project was placed on hold pending assessment to accommodate pending development.

The Trunk Sewer Extension design proved challenging because it accommodated the connection of the smaller sewer lines currently serving the area and adjacent homes. During the design, staff identified a missing element of the City's Drainage Master Plan,

which closely followed the Trunk Sewer alignment in 45th Street East. Further investigation of the surface drainage in this area identified a significant benefit to completing this missing link. Other benefits of combining the sewer and storm drain designs avoid any utility conflicts and provide a more economical construction cost.

DISCUSSION

Agreement No. A-8881 will authorize Psomas to design the storm drain in 45th Street East from Avenue R to Avenue R-8, coordinating the horizontal and vertical alignment with the trunk sewer. Contracting with Psomas has several benefits for the City compared to seeking another consultant. The majority of the preliminary work of researching utilities and surveys has already been completed by Psomas. The consultant has determined some changes to the original sewer design are needed to prevent any conflict between these infrastructures. Finally, the horizontal and vertical alignment of the two projects is so closely tied that having two different consultants would increase the possibility of incompatibility of the final designs. As per Palmdale Municipal Code section 3.08.140 selecting Psomas based on their previous work is in the City's best interest.

Psomas proposes to provide engineering design and project management services for $307,740 for a term of 42 weeks.

FISCAL IMPACT

$338,514; This project is funded using Pearland Drainage (225), Sewer Upgrade (228), and Sewer Maintenance (254) funds, which are budgeted in Account No. U0001 and has an available balance of $4,041,882.

Total Project Budget Summary	Cost
Agreement No. A-8881 Psomas	$307,740
Contingency (10% of the contract cost)	$30,774
Total Contract Cost	**$338,514**

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 funding for everyone.

Prepared by:	Hamed Hashemian, P.E., Deputy 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

Agrmt No. A-8881 with Psomas
Exh A Agrmt No. A-6797 with Psomas
Atch 1 Vicinity Map

AGREEMENT NO. A-8881
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND PSOMAS

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 PSOMAS (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:

PN 796 - 45th Street Storm Drain and Sewer Upgrades Project: (Exhbit A & B)

The City of Palmdale's Master Plan of Drainage has defined a regional storm drain main line within 45th Street East, which begins at the California aqueduct and runs northerly to Avenue Q. Much of the regional mainline has previously been constructed and functions as an existing storm drain system within the city's overall regional
plan. As part of the regional system within 45th Street East, the city has an existing sixty-six (66") inch regional storm drain mainline between Avenue S and Avenue R-8, that terminates at the southwest corner of the Avenue R-8 intersection. The existing sixty-six (66") inch storm drain main line drops into a drywell chamber and flows from larger storm events discharging to 45th Street East through a series of catch basins constructed at the intersection. Reports from the city's Maintenance Division indicate that during recent storm events, stormwater ponding at the intersection has occurred, and maintenance crews are cleaning the drainage ditch that runs along the shoulder on the west side of 45th Street East.

To alleviate the current drainage condition, the city has requested to extend the regional storm drain system, per the city's Master Plan of Drainage, from Avenue R-8 to Avenue R, along 45th Street East. The storm drain extension will complete the

connection of the existing system to the storm drain line located at the intersection of Avenue R.

In addition to the scope of work for storm drain improvement, this proposal also includes finishing up the sewer improvements as per Agreement No. A-6797, which has expired.

Storm Drain Scope of work includes the following tasks:

TASK 1 PROJECT MANAGEMENT AND COORDINATION

Task 1.1 Kickoff Meeting

Psomas will facilitate a team kickoff meeting to introduce the Psomas project team and city staff and review project responsibilities, design issues, project parameters, and schedule. The meeting will include a walk of the project site.

Deliverables: Meeting Agenda and Minutes

Task 1.2 Project Milestone Submittal Meetings

Conduct meetings with city staff and other key team members at project milestones of 30%, 60%, 90%, and final submittals to closely monitor the project's status.

Deliverables: Meeting Agenda and Minutes

Task 1.3 Project Administration

Conduct project administration, including invoicing, monthly progress reports, and schedule updates using MS Project.

Deliverables: Invoices, progress report summaries and schedule updates

Task 1.4 Quality Assurance/ Quality Control Plan

Conduct quality assurance and quality control reviews, implementing Psomas internal QA/QC plan at all key milestone deliveries to ensure conformance with city standards and requirements.

Deliverables: QA/QC reviews will be conducted as part of deliverable milestones outlined in this scope of services.

TASK 2 PRELIMINARY DESIGN

Task 2.1 Topographic Survey

Psomas shall execute a Design Survey from the westerly right of way of 45th Street and extending approximately seventy-five (75) feet along E Avenue R-8 as shown on Exhibit "S", at a scale of 1" = 20' with 0.5-foot contours being developed and spot elevations being taken to 0.01' accuracy. The boundary lines are established from record information. Delineation of plottable easements on parcel west of 45th Street East and north of Avenue R-8 from a client-supplied title report. Horizontal location, size and description of, driveways, walks, curbs, walls, fences, signs, poles, trees over six (6) inches in diameter, and other permanent surface visible features. Horizontal and vertical location of approximately fifteen (15) potholes. Utilities from

available substructure maps, where possible, with visible signs of utilities located by the field crew. Field measured invert elevations on storm drain manholes.
Deliverables: Survey Map in PDF and AutoCAD Civil 3D

Task 2.2 Horizontal Alignment and Vertical Profile Concept Workshop
Psomas will prepare a preliminary horizontal alignment and vertical design for the proposed storm drain system. Psomas will meet with City staff to review and discuss the preliminary design concepts. Concerns and comments will be documented and incorporated into the 30% design plans.
Deliverables: Preliminary design concept plan, meeting agenda, and minutes

Task 2.3 Utility Potholing
Psomas' potholing sub-consultant, Discovery Hydrovac, will conduct a maximum of fifteen (15) potholes to confirm the location and depth of utility crossings at key locations. Engineered traffic control plans will be provided based on the California Manual on Uniform Traffic Control Devices (CA MUTCD) for the pothole locations. Potholes will be patched with hot mix asphalt. Please see the scope of work from Discovery Hydrovac.
Deliverables: Potholing report

Task 2.4 30% Plans and Estimate
Psomas will prepare 30% design plans at a scale of 1"=40' and cost estimate for the project as follows:
• Storm Drain Plan: Psomas will prepare a Storm Drain Plan depicting preliminary horizontal alignment and preliminary profiles of the proposed storm drain system. All comments received during the Alignment and Elevation Concept Workshop will be incorporated into this submittal. Pipeline stationing, catch basin locations, annotation, and construction notes will be minimally shown at this submittal stage.
• Street Improvement Plan: Psomas will prepare Street Improvement Plans that show pavement widening improvements at a scale of 1" = 40' on the west side of 45th Street between Wrightwood Way and Avenue R-8, a distance of approximately 1,900 feet, up to an ultimate gutter line. The ultimate gutter line is understood to be the prolongation of the gutter line along the curb and gutter on the west side of 45th Street, between Avenue R and Wrightwood Way. Improvement plans will show typical sections along 45th Street East with the existing and proposed pavement widths and street stationing information. No details will be shown for the added pavement widening at this stage. The new pavement section will match that of the recently built section between Avenue R and Wrightwood Way.
• Hydrology and Hydraulic Analysis: Psomas will provide preliminary hydraulic calculations in support of the 30% design plans. Hydrologic information will be studied in the City's Master Plan of Drainage for the Pearland Watershed and the resulting Q's from the Master Plan will be utilized. A preliminary hydraulic analysis will be performed to size the storm drain main line, laterals, and catch basin inlets.
Deliverables: 30% design plans and preliminary engineer's estimate of probable

construction costs

TASK 3 FINAL DESIGN

Task 3.1 60% Plans, Specifications and Estimates

Psomas will prepare 60% design plans at a scale of 1”=40’, technical specifications, and cost estimates for the storm drain and street improvement plans. Comments from the 30% design review will be incorporated into the 60% construction plans. Construction plans will also include the following:

• Street Cross Sections at fifty (50) foot intervals will be included within the street improvement plans to define the parameters of street construction from right-of-way to right-of-way. These 50-foot interval cross-sections are generated for reference purposes. No profile view of the new pavement edge is deemed necessary nor included.

• Hydrology and Hydraulic Report: Psomas will continue refining project hydrology and hydraulic calculations to support the 60% design plans. Calculations, analysis, and recommendations will be provided within a Hydrology and Hydraulic Report for submittal.

• Signing and Striping Plan. At this milestone, updates to the two existing Signing-Striping Plan sheets will also be included. Traffic loops at Ave R will also be included.

Geotechnical Review and Report Update: Our geotechnical sub-consultant, RMA Group, will provide a review of the 45th Street East Sanitary Trunk Sewer geotechnical engineering investigation report, and plans and prepare a report that reflects the current site conditions, project scope, and revisions to the recommendations presented in the referenced report and grading and foundation plans, if applicable. It will also include any applicable code update to the original geotechnical report if needed. Recommendations will be consistent with sound engineering practices and shall incorporate federal, state, and local laws, codes, ordinances, and regulations applicable when professional services are rendered. No further field investigations are included.

Deliverables: 60% design plans, specifications, and engineer’s estimate of probable construction costs

Task 3.2 90% Plans, Specifications and Estimates

Psomas will prepare 90% construction plans at a scale of 1" = 40', technical specifications and cost estimate for the project. Comments from the 60% design review will be incorporated into the 90% construction plans.

Construction plans will also include the following:

Traffic Control Plan: Psomas will complete the preparation of Temporary a Traffic Control Plan, including a title/legend/detail sheet for the proposed improvements along 45th Street East. Where practical, Temporary Traffic Control plans will merge set-up for sewer underground construction with that for Storm Drain, and continue to depict work zone areas, tapers, transitions, signage, temporary markings, striping, and legends as necessary for implementation. Allocating ample space for staging and work area is a paramount consideration on traffic control plan development. As such,

Psomas will adhere to the applicable CA MUTCD and WATCH manual and guidelines. The following modifications to the existing Temporary Traffic Control Plans are expected:
TC-01 : Updates to the notes, signs legend and index map.
TC-02 through -04: change in work area limit on the west side is expected to cover sewer, storm drain and new pavement widening on the west side of 45h Street.
TC-05: Addition of one additional stage at 45th Street/Avenue R-8 that covers proposed storm drain connection to an existing 66-inch RCP.
No change is expected on the remaining TC sheets.
Deliverables: 90% design plans, specifications and engineer's estimate of probable construction costs, with the necessary updates.

Task 3.3 100% Plans, Specifications and Estimates
Psomas will prepare final construction documents, technical specifications and cost estimate for the project.
Comments from the 90% design review will be incorporated into the final construction plans.
Deliverables: Final design plans, specifications and engineer's estimate of probable construction costs, with the necessary updates.

OPTIONAL SERVICES
Task 4 Plat & Legal for additional ROW on the west side of 45th Street East
Preparation of legal description and map exhibits appurtenant to the proposed dedication instrument, adhering to the standards of the reviewing agency. The proposed additional ROW is located on the west side of 45th Street East from Ave R-8 to the Crecian Isle Mobile Home Park.
The need for this Task is contingent upon the timing of the recordation of the adjacent housing tract with the dedication of the 45th Street East right of way.

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:

Sr. Project Manager-Jeremy Johnson, PE., QSD/P, Env SP; other staff as needed.

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 starting July 11, 2024 through April 1, 2025 (42) weeks, 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 Three Hundred Seven Thousand Seven Hundred Forty dollars ($307740), payable as follows:

The City agrees to pay Consultant for work performed in accordance with the provisions based on the hourly rate schedule attached as Exhibit "A and B" for both the Sewer Improvements and Storm Drain Improvements

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*

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

11.1.3 Commercial General Liability

- $2,000,000.00 limit on a per occurrence basis
- $4,000,000.00 general aggregate limit

11.1.4 Commercial Automobile Liability

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

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

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

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

Palmdale Airport Authority, their officers, agents, employees and volunteers are named as additional insured's."

B. "Severability of Interest" clause.

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

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

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

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

11.8 Acceptable Proof of Insurance:

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

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

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

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

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

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

12 TERMINATION WITHOUT CAUSE

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

13 TERMINATION FOR CAUSE

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

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

13.3 If this Contract is terminated as provided above, the City may require the CONSULTANT to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the CONSULTANT. Upon such termination, the CONSULTANT shall be paid an amount equal to the value of the services provided and work performed as of the date of termination. Such payment by the City may take into consideration the costs associated with hiring another CONSULTANT to complete the services. In the event

no new CONSULTANT is employed, the CONSULTANT shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses.

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

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

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, research, field notes, investigations, analysis, and studies which are prepared in the performance of this Contract are to be, and remain the property of CITY. CONSULTANT shall furnish CITY, upon its request, originals or reproducible or electronic copies of reports, studies and of all other documents listed above.

16 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

A. The amount involved, together with CONSULTANT’s analysis of such cost or price; and

B. A provision requiring that any subsequent modification or amendment shall be subject to the prior written consent of CITY.

C. The requirement to hire only those persons authorized by federal law to work in the United States.

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

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

18 FINANCIAL INTEREST CERTIFICATION

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

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

19 CONFLICT OF INTEREST

19.1 CONSULTANT stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or

services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Contract or which would cause CONSULTANT to be “financial interested” (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

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

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

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

20 COMPLIANCE WITH LAW

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

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

21 NOTICES

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

22 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

23 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

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

PSOMAS:

SIGNATURE AREA

Jeff Chess
Vice President

ADDRESS FOR NOTICE:
PSOMAS
27220 Tumberry Lane, Suite 190
Valencia, CA 91355-1058

APPROVE AS TO FORM:

SIGNATURE AREA

William P. Curley, III
City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

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

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

ORIGINAL

AGREEMENT NO. A – 6797

CONTRACT FOR DESIGN PROFESSIONAL SERVICES BETWEEN THE CITY OF PALMDALE AND PSOMAS

THIS CONTRACT FOR DESIGN PROFESSIONAL SERVICES ("Contract" herein) is made and entered into this 14TH day of October, 2019 by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and **PSOMAS** (hereinafter called "PROJECT DESIGNER").

RECITALS

WHEREAS, City desires to engage PROJECT DESIGNER to perform certain technical and professional services, as provided herein, in connection with that certain project identified as 45th Street East Extension Trunk Sewer Project (Project No. 796).

WHEREAS, PROJECT DESIGNER represents that PROJECT DESIGNER has the expertise and is qualified to perform the services described in this Contract and is duly registered under the laws of the State of California.

WHEREAS, PROJECT DESIGNER desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1 DESCRIPTION OF WORK

1.1 The City hereby engages PROJECT DESIGNER, and PROJECT DESIGNER accepts such engagement, to perform the design professional services set forth in the **"Scope of Services"** attached hereto as Exhibit "A" and incorporated herein by reference. PROJECT DESIGNER 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 PROJECT DESIGNER shall not accept any change of scope, or change in contract provisions, unless issued in writing, as a contract change order or amendment and signed by CITY. Any extensions of time must be mutually agreed upon in writing and executed by both parties.

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

2 CITY PROJECT MANAGER

To provide the design professional services required by this Contract, PROJECT DESIGNER shall act under the authority and approval of a Project Manager appointed by the Director of Public Works/designee. The City Project Manager will oversee the work under this Contract, assist PROJECT DESIGNER with any necessary information, audit billings, and approve payments. PROJECT DESIGNER shall channel reports, deliverables and special requests through the City Project Manager.

3 PROJECT DESIGNER'S KEY PERSONNEL

PROJECT DESIGNER's Team and Key Personnel are set forth in Exhibit C which is attached hereto and incorporated herein by reference. This Design Professional Services Contract has been awarded to PROJECT DESIGNER based on its representation that those personnel and subcontractors submitted as part of its Statement of Qualifications and listed in Exhibit C attached hereto and incorporated herein by reference will perform the portions of the work listed on said Exhibit C. PROJECT DESIGNER shall not deviate nor substitute any of these team members without prior written approval by CITY.

4 COMMENCEMENT AND COMPLETION OF WORK

The execution of this Contract by the parties does not constitute an authorization to proceed. The services of PROJECT DESIGNER shall commence when CITY, acting by and through its Project Manager, has issued an Authorization to Proceed. PROJECT DESIGNER shall complete all the work described in Exhibit "A" and submit final deliverables within Four Hundred Eighty (480) calendar days following PROJECT DESIGNER's receipt of Authorization to Proceed. PROJECT DESIGNER shall have no claim for compensation for any services or work, which has not been authorized by CITY's Authorization to Proceed.

5 TAXES

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

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

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

6 PATENT FEES AND ROYALTIES

PROJECT DESIGNER shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of

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

7 STANDARDS OF PERFORMANCE

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

7.2 PROJECT DESIGNER shall be familiar with CITY's Standard Details and Specifications and other relevant CITY regulations. PROJECT DESIGNER shall ensure there are no conflicts among the Contract Documents including, but not limited to, the CITY's Standard Specifications and Special Provisions for Construction Contracts, the plans and specifications prepared by PROJECT DESIGNER, any standard details or specifications incorporated therein by reference, and the Construction Contract.

8 PROJECT DESIGNER'S PERSONNEL

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

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

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

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

8.5 PROJECT DESIGNER shall pay, if required by applicable law, not less than the general prevailing hourly wage rates, as determined by the Director of the Department of Industrial Relations pursuant to the California Labor Code, for each craft, classification, or type of worker needed to perform the Contract. Copies of the prevailing rate of per diem wages are on file in the office of the Director of Public Works.

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Exhibit A, Scope of Services, CITY shall pay to PROJECT DESIGNER an amount not to exceed the sum of Four Hundred Three Thousand, Eight Hundred Fifty-Eight dollars ($ 403,858), in accordance with the Fee Schedule attached hereto as Exhibit "B" and incorporated herein by reference. PROJECT DESIGNER shall perform no work in excess of the total contract price without prior approval of CITY. Total contract price includes expenses related to travel to and from CITY to meet with City and to appear before City Council or any other board or commission of CITY.

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

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

9.4 No payment made hereunder by CITY to PROJECT DESIGNER, shall be construed as an acceptance by CITY of any work or materials, nor as evidence of

satisfactory performance by PROJECT DESIGNER of its obligations under this Contract.

10 INDEMNIFICATION

PROJECT DESIGNER agrees to indemnify, defend and hold harmless CITY, and its respective officers, agents and employees, from and against all claims, losses, obligations, or liabilities which arise out of, or are in any way related to, PROJECT DESIGNER's negligence, recklessness, or willful misconduct under this Contract.

11 INSURANCE

11.1 PROJECT DESIGNER, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 11.8, must be reviewed and accepted by the City Attorney**.

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

11.1.2 Professional Liability Insurance*
-$1,000,000 with no deductible, or;
-Comparable alternative as determined by the City Attorney; and
-Policy form on a claim-made basis

11.1.3 Commercial General Liability
-$1,000,000.00 limit on per occurrence basis
-$2,000,000.00 general aggregate limit

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

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

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

A. An endorsement extending coverage to the City as an additional insured, in the same manner as the named insured, as respects liability arising out of the

performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The Certificate and endorsements shall state that: "The City of Palmdale, City of Palmdale in its capacity as the Successor Agency to the CRA, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured".

B. "Severability of Interest" clause.

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

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

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

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

11.8 Acceptable Proof of Insurance:

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

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

11.8.3 *When 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 for all claims made by CITY arising out of any acts or omissions of CONTRACTOR, or its officers, employees or agents during the time this Agreement was in effect.

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

12 TERMINATION WITHOUT CAUSE

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

13 TERMINATION FOR CAUSE

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

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

13.3 If this Contract is terminated as provided above, the City may require the PROJECT DESIGNER to provide all finished or unfinished documents, data, studies, software, drawings, maps, photographs, reports, etc., prepared by the PROJECT DESIGNER. Upon such termination, the PROJECT DESIGNER shall be paid an amount equal to the value of the services provided and work performed as of the date of termination. Such payment by the City may take into consideration the costs associated with hiring another PROJECT DESIGNER to

complete the services. In the event no new PROJECT DESIGNER is employed, the PROJECT DESIGNER shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents when such are delivered to CITY, and to authorized reimbursement expenses.

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

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

14 DISPUTE RESOLUTION

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

15 OWNERSHIP OF DOCUMENTS

All documents, including, but not limited to, tracings, drawings, plans, specifications, original mylars, estimates, field notes, investigations, design analysis and studies which are prepared in the performance of this Contract are to be, and remain the property of, CITY. PROJECT DESIGNER shall furnish CITY, upon its request, originals or reproducible or electronic copies of technical specifications and of all other documents listed above. PROJECT DESIGNER shall endorse, by his professional seal, all plans and data furnished by him.

16 RE-USE OF DOCUMENTS

The parties agree the documents, drawings, specifications and designs, although the property of CITY, are prepared for a specific project and are not intended nor represented by PROJECT DESIGNER to be suitable for re-use for any other project. Any reuse without written verification or adaptation by PROJECT DESIGNER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to PROJECT DESIGNER.

17 SUBCONTRACTING, DELEGATION AND ASSIGNMENT

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

delegation, assignment or subcontract shall provide a description of the services covered, identification of the proposed assignee, delegee or subcontractor, and an explanation of why and how the same was selected, including the degree of competition involved. Any proposed agreement with an assignee, delegee or subcontractor shall include the following:

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

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

18 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

18.2 The provisions of subsection 18.1 above shall be included in all solicitations or advertisements placed by or on behalf of PROJECT DESIGNER for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of PROJECT DESIGNER and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

19 FINANCIAL INTEREST CERTIFICATION

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

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

20 CONFLICT OF INTEREST

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

20.2 PROJECT DESIGNER shall not employ any City official or employee to perform any work required pursuant to this Contract.

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

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

21 COMPLIANCE WITH LAW

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

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

22 NOTICES

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

23 ENTIRE CONTRACT AND AMENDMENTS

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

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

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

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

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

CITY OF PALMDALE

11-13-19
Steven D. Hofbauer. Date
MAYOR

ADDRESS FOR NOTICE:

City of Palmdale
Public Works Department
38250 Sierra Highway
Palmdale, CA 93550

APPROVE AS TO FORM:

Wm. Matthew Ditzhazy
City Attorney

ATTEST:

Rebecca J. Smith
City Clerk

PROJECT DESIGNER:

PSOMAS

Jeff Chess, 10/10/19 Date
Vice President

ADDRESS FOR NOTICE:

PSOMAS
27220 Turnberry Lane, Suite 190
Valencia, CA 91355

ATTEST: If Corporation

Secretary

Exhibit A

Scope of Services

The 45th Street East Extension Trunk Sewer project will upsize existing public sewer mainlines within 45th Street East, from Avenue R to Avenue S (approximately one square mile), increasing the capacity to handle existing and future development flows. This project shall replace existing public sewer mainlines, where pipe sizes range from ten (10) inch to fifteen (15) inch VCP, within 45th Street East. A new eighteen (18) inch VCP relief sewer mainline shall be constructed, connecting to the Los Angeles County Sanitation District (LACSD) No. 20 trunk line (20-P-36), located at the intersection of Avenue R and 45th Street East. LASCD has determined eligibility of accepting ownership and maintenance of said eighteen (18) inch relief, once constructed.

The City of Palmdale has retained PSOMAS (Project Designer) to perform final design engineering, geotechnical, and surveying services for the 45th Street East Extension Trunk Sewer project. Below is a detailed description of tasks to be performed for each category.

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

1.1 Kickoff Meeting

Psomas will facilitate a team kickoff meeting to introduce the Psomas project team and City staff, and to review project responsibilities, design issues, project parameters, and schedule. The meeting will be scheduled to include a walk of the project site.

Deliverables: Meeting Agenda and Minutes

1.2 Project Milestone Submittal Meetings

Conduct meetings with City staff, including LACSD as appropriate, and other key team members at project milestones of 30%, 60%, 90% and final submittals, to closely monitor the project's status.

Deliverables: Meeting Agenda and Minutes

1.3 Project Administration

Conduct project administration, including invoicing, monthly progress reports, and schedule updates using MS Project.

Deliverables: Invoice, progress report summaries and schedule updates.

1.4 Quality Assurance/Quality Control Plan

Conduct quality assurance and quality control reviews, implementing Psomas internal QA/QC plan at all key milestone deliveries to ensure conformance with City and LACSD standards and requirements.

Deliverables: QA/QC reviews will be conducted as part of deliverable milestones outlined in this scope of services.

TASK 2 - PRELIMINARY DESIGN

2.1 Utility Research and Coordination

Contact all utility owners through the Dig Alert website to request copies of all utility records. All utility information received will be documented in a utility log with date of contact and receipt of plans.

Deliverables: Provide updated log of Dig Alert owners, date of contact, and dates of receipt of record plans.

2.2 Topographic Survey and Base Mapping

Psomas will execute a Topographic Survey of the project area, on 45th Street East, from Avenue R to Avenue S, at a scale of 1" = 40' with 1-foot. Spot shot elevations will be gathered at a general 50-foot interval for the surveyed back of sidewalk, top of curb and flowline, edge of gutter, and crown of roadway for those improved streets, with spot shot elevations collected for those surveyed immediate adjoining on-site improvements (e.g driveways, walkways, landscape areas within 10 feet of street right-of-way. This mapping will also capture those existing manhole covers, utility valve covers, pull boxes, and other significant utility features within the project area. Invert elevations for those accessible sanitary sewer and storm drain manholes will be obtained. Base mapping will be prepared in AutoCAD Civil 3D to reflect all known utility information received from the City and through Dig Alert notifications.

Deliverable: AutoCAD Civil 3D file

2.3 Right-of-Way Survey

Psomas will execute a right-of-way survey of 45th Street East, from Avenue R to Avenue S, identifying the cross streets and existing right-of-way widths from the surveyed centerline of 45th Street East. The location of individual lots fronting 45th Street East will be calculated from record data.

Deliverable: AutoCAD Civil 3D file

2.4 Alignment Concept Workshop

Psomas will prepare a preliminary alignment for the proposed trunk sewer and local collector sewer design. We will conduct a meeting with project shareholders

(City and LACSD) to review and discuss this preliminary alignment concept. Concerns and comments will be documented and incorporated into the 30% design plans.

Deliverables: Preliminary alignment concept plan, meeting agenda, and minutes

2.5 Utility Potholing
Our potholing sub-consultant, Discovery Hydrovac, will conduct a maximum of 20 potholes to confirm location and depth of utility crossings at key locations. It is assumed the City will allow the utilization of the WATCH Manual for the majority of the project limits. The lone exception is the intersection of 45th Street East and Avenue S, and Psomas has therefore included the preparation of engineered traffic control plans based on the California Manual on Uniform Traffic Control Devices (CA MUTCD) for this intersection. Potholes will be patched with hot mix asphalt.

Deliverable: Potholing Report

2.6 30% Design Submittal
Psomas will prepare 30% design plans at a scale of 1" = 40' depicting preliminary horizontal alignment preliminary profiles of the proposed trunk sewer and local collector sewers. All comments received during the Alignment Concept Workshop will be incorporated into this submittal. Pipeline stationing, annotation, and construction notes will be minimally shown at this submittal stage. Our engineering staff will conduct a field reconnaissance visit to verify existing utilities and proposed sewer alignments.

Deliverable: 30% design plans and preliminary engineer's estimate of probable construction costs and submittal to City and LACSD

TASK 3 - FINAL DESIGN

3.1 60% Design Submittal
Psomas will prepare 60% design plans at a scale of 1" = 40" depicting horizontal and vertical design for the trunk and collector sewers. All comments received during the City and LACSD review of the 30% design plans will be incorporated into this submittal. Pipeline stationing, annotation, and construction notes will be substantially completed to allow a thorough review by the City and/or LACSD. We anticipate the construction plan set shall include: Title sheet, general notes, sewer plan and profile of Trunk relief sewer, typical street cross-sections, sewer connection details, sewer bypass plans, erosion control, pavement rehabilitation plans and details, traffic control plans for sewer improvements, and traffic control plans for pavement reconstruction/rehab.

Deliverable: 60% design plans and updated engineer's estimate of probable construction costs (excluding sewer bypass sheets, erosion control plans, pavement rehabilitation and traffic control plans)

3.2 Geotechnical Investigation
Our geotechnical consultant, RMA Group, will perform 6 exploratory borings at even intervals (approximately 500 feet) along the project alignment. Depth of borings will be drilled to 5 feet below the proposed sewer inverts, ranging in depth from 15-25 feet. A County of Los Angeles boring permit will be obtained for the proposed borings (requirement for borings over 10-feet in depth). The permit will require that borings be backfilled with cement slurry and capped at the surface with concrete. Boring spoil will be removed from the project site for disposal. A full suite of testing will be performed, including moisture and density of samples, direct shear test, maximum density-optimum moisture density, R-value and sand equivalent. Geotechnical report will include regional geology and groundwater, site soils and geologic conditions, recommendations regarding earthwork, pipe bedding trench shoring parameters, and trench backfill, anticipated excavation characteristics of earth units, stability of temporary slopes, and preliminary structural pavement sections. It is assumed the City will allow the utilization of the WATCH Manual for the entirety of the project limits. Boring location will be located outside the intersection of 45th Street East and Avenue S and Psomas has therefore excluded the preparation of engineered traffic control plans for this intersection.

Deliverable: Geotechnical report

3.3 90% Design Submittal
Psomas will prepare 90% construction plans at a scale of 1" = 40', technical specifications and cost estimate for the trunk sewer and collector sewers. Construction plans will also include sewer bypass plans, erosion control plans, pavement rehabilitation, as well as traffic control plans.

Deliverable: 90% construction plans, technical specifications and updated engineer's estimate of probable construction costs and resubmittal to LACSD

3.4 100% Design Submittal
Psomas will prepare 100% construction plans at a scale of 1" = 40', technical specifications and cost estimate for the trunk sewer and collector sewers, pavement reconstruction/rehab, and traffic control plans. All comments received during the City and LACSD review of the 90% construction plans will be incorporated for final submittal to both agencies.

Deliverable: 100% construction plans, technical specifications and updated engineer's estimate of probable construction costs and resubmittal to LACSD

TASK 4 - CONSTRUCTION PHASE SERVICES

4.1 Prepare Record Drawings
Prepare record drawings from redlined contractor as-builts provided by City.

Deliverable: Provide one (1) set of reproducible Mylar record drawings and electronic AutoCAD files

TASK 5 - OPTIONAL SERVICES

5.1 Relocation of Existing Utilities
We have budgeted for relocation of 1,000 linear foot of water main or storm drain, if necessary. Construction plans will include plan and profile, construction notes, and connection details. For any water main relocations, Palmdale Water District standards and details will be adhered to.

Deliverable: Provide relocation plans with the 90% and 100% submittals

5.2 Legal Descriptions & Plats (L&P's)
Psomas will prepare legal descriptions and plats which may be necessary for sewer lateral connections. For budgetary purposes, a total of five (5) L&P's are proposed for this project. Base on the City's direction, Psomas will prepare legal description and plats as an optional service.

Deliverable: Signed and sealed Legal Descriptions and Plats

5.3 DDW Waiver Preparation
Psomas will assist the City in the preparation of exhibits and Waterworks Standards Main Separation Alternative Request Checklist and the City will submit prepared documents to DDW.

Deliverable: Waterworks Standards Main Separation Alternative Request Checklist and Exhibits

5.4 Curb Ramp Elevation and Details
Psomas will prepare curb ramp elevation and details for each ramp identified to be ADA non-compliant scheduled for reconstruction; twelve (12) ramps are currently estimated.

Deliverable: Provide Curb Ramp Elevations and Detail Sheets with the 90% Design Submittal - 3 Sheets

Assumptions and Exclusions:

The following assumptions and exclusions are included with this proposal:

A. Curb, gutter, sidewalk and driveway repair and/or reconstruction are excluded.
B. Alternative pavement rehabilitation and reconstruction analysis are excluded.
C. Roadway reconstruction will be shown on plan view only. No profile view is considered necessary.
D. Laboratory testing or removal of hazardous materials or substances that may be encountered is excluded.
E. Construction staking and resetting of monuments is excluded.
F. Obtaining title reports is excluded.
G. Delivery of all CAD files will be in AutoCAD (latest version). If LACSD requires conversion of drawing files to MicroStation, Psomas can provide this as an additional service.
H. Preparation of sewer main rehabilitation (such as CIPP) plans and specifications is excluded from our scope of services, but may be included upon request.
I. Excavation shoring plans are excluded from our scope of services. Specifications will require the contractor to submit shoring plans prepared by a licensed structural engineer.
J. Engineered traffic control plans for geotechnical investigations are assumed not to be needed, therefore, excluded from our scope of services.
K. Based on the City's direction, it is Psomas' understanding the City will review the Stormwater Pollution Prevention Plan (SWPPP), therefore it is excluded from our scope of services.
L. Respond to questions from bidders and preparation of addenda are assumed will be handled by the City, therefore, excluded from our scope.
M. Respond to Contractor Request for Information (RFI) and review of shop drawing submittals are assumed will be handled by the City, therefore, excluded from our scope.

Exhibit B

Fee Schedule

TASK	TASK DESCRIPTION	COST
1	Project Management and Coordination	
1.1	Kickoff Meeting	
1.2	Milestone Progress Meetings	
1.3	Project Administration	
1.4	Quality Assurance/Quality Control Plan	
	TASK TOTAL	$ 25,030
2	Preliminary Design	
2.1	Utility Research and Coordination	
2.2	Topographic Survey and Base Mapping	
2.3	Right-of-Way Survey	
2.4	Alignment Concept Workshop	
2.5	Utility Potholing	
2.6	30% Design Submittal	
	TASK TOTAL	$ 125,007
3	Final Design	
3.1	60% Design Submittal	
3.2	Geotechnical Investigation	
3.3	90% Design Submittal	
3.4	100% Design Submittal	
	TASK TOTAL	$ 196,911
4	Construction Phase Services	
4.1	Prepare Record Drawings	
	TASK TOTAL	$ 5,040
5	Optional Services	
5.1	Relocation of Existing Utilities	
5.2	Legal Descriptions and Plats	
5.3	Prepare DDW Waiver	
5.4	Curb Ramp Elevation and Details	
	TASK TOTAL	$ 51,870
	TOTAL FEE (NOT TO EXCEED)	**$ 403,858**

Exhibit C

Key Personnel

Jeremy Johnson, Project Manager
Maira Salcedo, Technical Manager
Michael Swan, QA/QC Manager
Robert Olson, Project Survey
Benjamin Halbach, Project Engineer
Arief Naftali, Traffic Control/Pavement Restoration Design
Tom Pilarski, Subsurface Utility Engineering, CCTV
Olivia Ready, CADD/Civil 3D Design Engineer
Ken Dowell, RMA Group, Geotechnical Consultant
Jeni Isbell, Discovery Hydrovac, Potholing Consultant

FINANCIAL DISCLOSURE FOR PROJECT DESIGNER

PSOMAS ("PROJECT DESIGNER") is hired by the City of Palmdale ("City") to perform the range of duties identified in the Scope of Services and Fee Schedule attached as Exhibits A and B. Based upon this range of duties:

__X__ A Statement of Economic Interest (FPPC Form 700) **is not required**. PROJECT DESIGNER is not required to fully comply with the consultant disclosure requirements identified in the City of Palmdale's Conflict of Interest Code and Section 20.4 of Design Professional Services Contract, Agreement Number A- **6797** because PROJECT DESIGNER does not meet the definition of "Consultant" under the Political Reform Act or due to the extremely limited scope of duties performed under Agreement Number A- **6797**.

_____ A Statement of Economic Interest (FPPC Form 700) **is required**. PROJECT DESIGNER's responsibilities are too broad to allow the disclosure requirements to be narrowed or PROJECT DESIGNER is performing a specialized or general service for the City, and there is a substantial likelihood that the PROJECT DESIGNER's work product will be presented, either written or orally, for the purpose of influencing a governmental decision.

_____ A Statement of Economic Interest (FPPC Form 700) **is required in part**. PROJECT DESIGNER's duties are limited in scope under Contract Number A- **6797**. Based on these duties, PROJECT DESIGNER's disclosure is limited to the following interests:

_____ Reportable interests in real property in the jurisdiction. (FPPC Form 700, Schedule B)

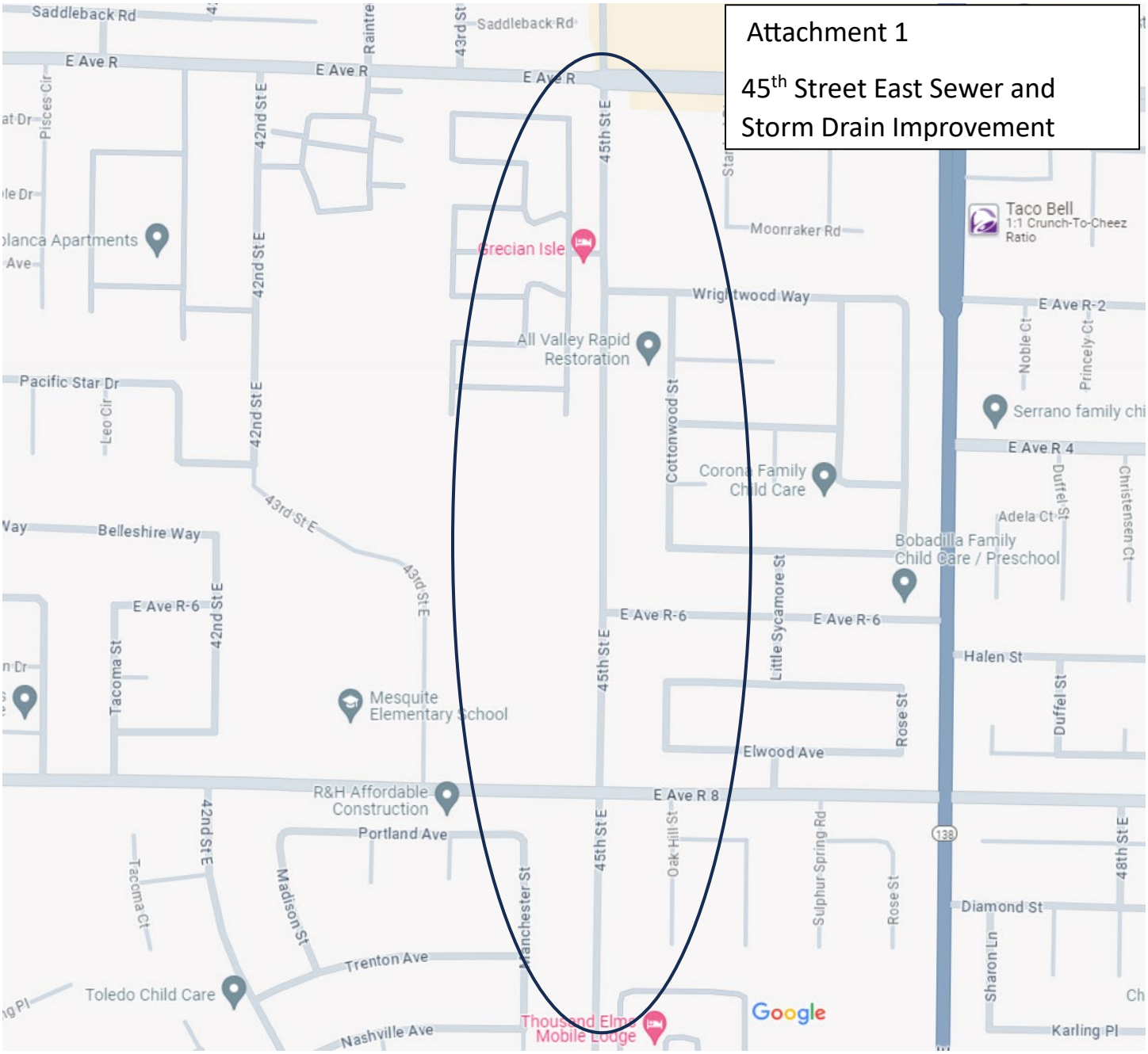
_____ Reportable income and business positions. (FPPC Form 700, Schedules C and D)

_____ Reportable investments. (FPPC Form 700, Schedules A-1 and A-2)

_____ Reportable gifts and travel gifts. (FPPC Form 700, Schedules E and F)

James Purtee
City Manager

10/30/19
Date


Attachment 1
45th Street East Sewer and Storm Drain Improvement
Saddleback Rd
E Ave R
E Ave R
E Ave R
Raintree
43rd St
Saddleback Rd
Pisces Cir
42nd St E
45th St E
Moonraker Rd
Taco Bell
1:1 Crunch-To-Cheez Ratio
Grecian Isle
Wrightwood Way
E Ave R-2
All Valley Rapid Restoration
Noble Ct
Princely Ct
Pacific Star Dr
Leo Cir
42nd St E
Cottonwood St
Serrano family chi
E Ave R 4
Corona Family Child Care
Duffel St
Christensen Ct
Adela Ct
43rd St E
Belleshire Way
Bobadilla Family Child Care / Preschool
E Ave R-6
42nd St E
43rd St E
E Ave R-6
E Ave R-6
Little Sycamore St
Halen St
Tacoma St
45th St E
Mesquite Elementary School
Rose St
Duffel St
Elwood Ave
R&H Affordable Construction
E Ave R 8
Portland Ave
42nd St E
Oak Hill St
Sulphur Spring Rd
Rose St
138
48th St E
Tacoma Ct
Madison St
Manchester St
45th St E
Diamond St
Sharon Ln
Trenton Ave
Toledo Child Care
Nashville Ave
Thousand Elms Mobile Lodge
Google
Karling Pl

City Council Staff Report

DATE: **AUGUST 7, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **AWARD INVITATION FOR BID WITH SITEONE LANDSCAPE SUPPLY AND WILBUR-ELLIS COMPANY FOR FERTILIZER SUPPLIES EACH FOR AN AMOUNT NOT TO EXCEED $101,750, FOR A COMBINED TOTAL OF $203,500 FOR FISCAL YEAR 2024-2025**

RECOMMENDATION

Staff recommends that the City Council:

1. Award Invitation for Bid No. 24-003-3610 with SiteOne Landscape Supply and Wilbur-Ellis Company for fertilizer supplies each for an amount not to exceed $101,750, for a combined total of $203,500 for Fiscal Year 2024-2025;

2. Authorize the City Manager or her designee to approve Requisition No. 250083 and resulting Purchase Orders with SiteOne Landscape Supply, including minimal and/or non-substantial changes; and,

3. Authorize the City Manager or her designee to approve Requisition No. 250084 and resulting Purchase Orders with Wilbur-Ellis, including minimal and/or non-substantial changes.

4. Authorize the City Manager or her designee to exercise the option to extend each resulting Purchase Order for two additional one-year terms, including minimal and/or non-substantial changes.

BACKGROUND

The Maintenance Division uses fertilizer supplies to maintain the health of landscape plants and turf in City Parks, Landscape Maintenance Districts, General Benefits, Palmdale Transportation Center, Park and Rides, and Fairway Business Park. These supplies are essential for sustainable best management practices of grounds and green

spaces, maintaining landscape quality, and providing safe and attractive public spaces and infrastructure.

DISCUSSION

The City released Invitation for Bid (IFB) No. 24-004-3610 for fertilizer supplies on April 8, 2024. Notification of the IFB release was sent electronically to registered vendors on PlanetBids. The solicitation was also published in the Antelope Valley Press.

Four (4) bids were received on May 15, 2024, and are summarized below:

Bidder	Location	Unit Price Total
SiteOne Landscape Supply	Palmdale, CA	$418.54
Wilbur-Ellis Company	Ontario, CA	$520.79
Target Specialty Products	Santa Fe Springs, CA	$705.15
Nutrien Ag Solutions	Perris, CA	$804.49

The Notice of Intent to Award was issued to SiteOne Landscape Supply and Wilbur-Ellis Company on May 29, 2024. Staff elected to multi-award because each vendor offered the lowest pricing on specific materials used. Additionally, having two vendors, including a local company, will improve the City's access and ability to procure these materials when needed.

The resulting Purchase Orders will each have a one year term for Fiscal Year 2024-2025. The City reserves the right and option to extend the term of each Purchase Order for two additional one-year periods upon mutual consent of the same terms and conditions with the vendor.

FISCAL IMPACT

$203,500; Funds for the Requisitions (each $101,750) and resulting blanket Purchase Orders will be budgeted in supply accounts: Park Maintenance (10133002-737107), Palmdale Transportation Center (20333005-737107-3410), Park and Rides (20333005-735100-3411), Landscape Maintenance Districts (25133003-737107-3610), General Benefit Landscapes (10133003-737107), and Fairway Business Park (10133003-737107-1087).

STRATEGIC PLAN

Goal III. Invest in infrastructure to improve community livability.

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

Prepared by:	Hamed Hashemian PE, Deputy 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

Req. No. 250083 with SiteOne Landscape Supply
Req. No. 250084 with Wilbur-Ellis Company
Atch 1 Bid Tabulation

Bill To	Requisition 00250083-00 FY 2025
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	10133002-737107
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 1

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY, LLC	PUBLIC WORKS/MAINTENANCE
1385 EAST 36TH STREET	39110 3RD ST EAST
	PALMDALE, CA 93550
CLEVELAND, OH 44114	SMONTENEGRO@CITYOFPALMDALE.ORG
Tel#7472634255	Delivery Reference
	STEVE MONTENEGRO / PAUL WOOD

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/24	009056	08/07/24			PARK MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- THIS FY 2024-2025 BLANKET PURCHASE ORDER COMMENCING JULY 1, 2024 AND EXPIRING JUNE 30, 2025 IS THE RESULT OF IFB 24-003-3610 (MULTIPLE AWARD). ITEM PENDING CITY COUNCIL APPROVAL ON AUGUST 7, 2024.			
001	FERTILIZER SUPPLIES: PARK MAINTENANCE	1.00 DL	40000.00000	40000.00
	1 10133002-737107	40000.00		
002	FERTILIZER SUPPLIES: PALMDALE TRANSPORTATION CENTER (PTC)	1.00 DL	1500.00000	1500.00
	1 20333005-737107-3410	1500.00		
003	FERTILIZER SUPPLIES: PARK AND RIDES	1.00 DL	1250.00000	1250.00
	1 20333005-735100-3411	1250.00		
004	FERTILIZER SUPPLIES: LMDS	1.00 DL	45000.00000	45000.00
	1 25133003-737107-3610	45000.00		

Bill To	Requisition 00250083-00 FY 2025
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	10133002-737107
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 2

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY, LLC	PUBLIC WORKS/MAINTENANCE
1385 EAST 36TH STREET	39110 3RD ST EAST
	PALMDALE, CA 93550
CLEVELAND, OH 44114	SMONTENEGRO@CITYOFPALMDALE.ORG
Tel#7472634255	Delivery Reference
	STEVE MONTENEGRO / PAUL WOOD

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/24	009056	08/07/24			PARK MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
005	FERTILIZER SUPPLIES: GENERAL BENEFIT LANDSCAPE	1.00 DL	12500.00000	12500.00
1	10133003-737107	12500.00		
006	FERTILIZER SUPPLIES: FAIRWAY BUSINESS PARK	1.00 DL	1500.00000	1500.00
1	10133003-737107-1087	1500.00		

Requisition Link

Requisition Total 101750.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10133002-737107	40000.00	15727743.41
10133003-737107	12500.00	15727743.41
10133003-737107-1087	1500.00	15727743.41
20333005-735100-3411	1250.00	15727743.41
20333005-737107-3410	1500.00	15727743.41
25133003-737107-3610	45000.00	15727743.41

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00250084-00 FY 2025
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	10133002-737107
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 1

Vendor	Ship To
WILBUR-ELLIS COMPANY	PUBLIC WORKS/MAINTENANCE
2275 EAST LOCUST COURT	39110 3RD ST EAST
	PALMDALE, CA 93550
ONTARIO, CA 91761	SMONTENEGRO@CITYOFPALMDALE.ORG
Tel#909.930.5440	Delivery Reference
Fax 909.930.5444	STEVE MONTENEGRO / PAUL WOOD

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/24	005470	08/07/24			PARK MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- THIS FY 2024-2025 BLANKET PURCHASE ORDER COMMENCING JULY 1, 2024 AND EXPIRING JUNE 30, 2025 IS THE RESULT OF IFB 24-003-3610 (MULTIPLE AWARD). ITEM PENDING CITY COUNCIL APPROVAL ON AUGUST 7, 2024.			
001	FERTILIZER SUPPLIES: PARK MAINTENANCE	1.00 DL	40000.00000	40000.00
	1 10133002-737107	40000.00		
002	FERTILIZER SUPPLIES: PALMDALE TRANSPORTATION CENTER (PTC)	1.00 DL	1500.00000	1500.00
	1 20333005-737107-3410	1500.00		
003	FERTILIZER SUPPLIES: PARK AND RIDES	1.00 DL	1250.00000	1250.00
	1 20333005-735100-3411	1250.00		
004	FERTILIZER SUPPLIES: LMDS	1.00 DL	45000.00000	45000.00
	1 25133003-737107-3610	45000.00		

Bill To	Requisition 00250084-00 FY 2025
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	10133002-737107
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 2

Vendor	Ship To
WILBUR-ELLIS COMPANY	PUBLIC WORKS/MAINTENANCE
2275 EAST LOCUST COURT	39110 3RD ST EAST
	PALMDALE, CA 93550
ONTARIO, CA 91761	SMONTENEGRO@CITYOFPALMDALE.ORG
Tel#909.930.5440	Delivery Reference
Fax 909.930.5444	STEVE MONTENEGRO / PAUL WOOD

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/24	005470	08/07/24			PARK MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
005	FERTILIZER SUPPLIES: GENERAL BENEFIT LANDSCAPE	1.00	12500.00000 DL	12500.00
1	10133003-737107		12500.00	
006	FERTILIZER SUPPLIES: FAIRWAY BUSINESS PARK	1.00	1500.00000 DL	1500.00
1	10133003-737107-1087		1500.00	

Requisition Link

Requisition Total 101750.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10133002-737107	40000.00	15727743.41
10133003-737107	12500.00	15727743.41
10133003-737107-1087	1500.00	15727743.41
20333005-735100-3411	1250.00	15727743.41
20333005-737107-3410	1500.00	15727743.41
25133003-737107-3610	45000.00	15727743.41

Authorized By: _____ Date: _____
Signature

Bid Tabulation
IFB No. 24-003-3610
Title: Fertilizer Supplies (As Needed)

						SiteOne Landscape Supply		Wilbur Ellis Company		Target Specialty Products		Nutrien Ag Solutions	
						Palmdale, CA		Ontario, CA		Santa Fe Springs, CA		Perris, CA	
Item No.	Product/Material Description	Manufacturer (Preferred)	Manufacturer No. (Preferred)	Estimated Annual Quantity	Unit of Measure	Bidder's Specified "Approved Equal" or Brand Name & Mfg Item	Unit Price	Bidder's Specified "Approved Equal" or Brand Name & Mfg Item #	Unit Price	Bidder's Specified "Approved Equal" or Brand Name & Mfg Item	Unit Price	Bidder's Specified "Approved Equal" or Brand Name & Mfg Item #	Unit Price
1	9-9-9 Best Super Iron Plant Food w/ 11% Iron	Simplot	Simplot 7409950	1,645	50-lb Bag		$25.16	Simplot 7409950	$26.10	AS Specified	$27.83	Signature 9-9-9 High Iron/Loveland #1001239274	$26.60
2	16-6-8 Best Turf Supreme	Simplot	Simplot 7402550	422	50-lb Bag		$25.57	Simplot 7402550	$28.00	AS Specified	$27.95	Signature 16-6-8/Loveland #1001239271	$22.25
3	21-2-4 Nitra King	Simplot	Simplot 827857	1,000	50-lb Bag		$23.92	Simplot 827857	$23.50	AS Specified	$27.01		$27.50
4	6-24-24 XB	Simplot	Simplot 74089	480	50-lb Bag		$27.37	Simplot 74089	$28.00	AS Specified	$30.02	Signature 6-24-24 Plus 1.5 Fe & 0.25 Zn/Loveland #1001245281	$29.50
5	NutriRoot	Arborjet	Arbor-F1813	15	1-gal Container		$73.03	Arbor-F1813	$99.99	AS Specified	$199.50		$84.71
6	X-Xtra Iron 6-0-0 Liquid Fertilizer	Growth Products LTD	Growth Products 40120	15	Container	#084043 Lesco Iron + Chelated Liquid Fertilizer	$30.38	No Bid this item	**NO BID**	AS Specified	$38.21		$61.77
7	12-5-6 Plus	Target Specialty Products	Marion Ag 19388	800	50-lb Bag		$16.81	Marion Ag 19388	$24.30	AS Specified	$17.67		$17.15
8	Hydretan ES Plus Granular QD	Ecologel Solutions LLC	HESPQD40	100	40-lb Bag		$58.54	HESPQD40	$58.20	AS Specified	$53.70		$67.45
9	21-7-7 Acid Special Peters Pro	ICL Specialty Fertilizers	Everris E99330	160	25-lb Bag		**NO BID**	Everris E99330	$28.00	AS Specified	$28.76		$27.00
10	Gro Power Plus (mycorrhizae)	Gro Power		480	Bag		**NO BID**	Huma Gro Power Plus(Mycorrhizae)	$44.00	No bid	**NO BID**		$50.02
11	Gro Power Control Release 12-8-8	Gro Power		480	40-lb Bag		**NO BID**	New label GroPower 14-4-9 Hi-nitrogen ; Controlled	$34.40	No bid	**NO BID**	Gro Prower 14-4-9 Hi-Nitrogen 50-lb Bag/Gro Power	$44.20
12	Gro Power Premium High Nitrogen 18-3-7/ER	Gro Power		480	40-lb Bag	Gro-Power Hi-Nitrogen 14-4-9 40lb bag	$47.66	New label GroPower 14-4-9 Hi-nitrogen; controlled	$34.40	No bid	**NO BID**	Gro Prower 14-4-9 Hi-Nitrogen 50-lb Bag/Gro Power	$44.20
13	Gro Power 5-3-1 Plus (mycorrhizae)	Gro Power		800	50-lb Bag		$41.58	New label GroPower Plus w/M	$41.60	No bid	**NO BID**		$50.02
14	Gro Power 5-3-1 Regular	Gro Power		480	50-lb Bag		$31.78	Gro Power 5-3-1 Regular	$28.80	No bid	**NO BID**		$33.82
15	Dolomite AG 65			2,500	50-lb Bag		$13.15		$10.00	No bid	**NO BID**		$12.82
16	Gypsum			2,500	50-lb Bag		$3.59		$11.50	AS Specified	$4.50		$5.48
17	Agronomic Soil Testing, Interpretation & Recommendation			1	As Needed		**NO BID**			Per Site	$250.00		$75.00
18	Pest Control Advisor Recommendations			1	As Needed		**NO BID**			None needed for fertilizer			$125.00
19	Additional Fees (if applicable):						**NO BID**						
20	Additional Fees (if applicable):						**NO BID**						
					Total		**$418.54**		**$520.79**		**$705.15**		**$804.49**

City Council Staff Report

DATE: **AUGUST 7, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **AWARD INVITATION FOR BID WITH SITEONE LANDSCAPE SUPPLY FOR IRRIGATION AND WATER CONSERVATION SUPPLIES IN AN AMOUNT NOT TO EXCEED $284,000 FOR FISCAL YEAR 2024-2025**

RECOMMENDATION

Staff recommends that the City Council:

1. Award Invitation for Bid No. 24-004-3610 with SiteOne Landscape Supply for irrigation and water conservation supplies in an amount not to exceed $284,000 for Fiscal Year 2024-2025; and,

2. Authorize the City Manager or her designee to approve Requisition No. 250082 and the resulting Purchase Order with SiteOne Landscape Supply for an amount not to exceed $284,000, including minimal and/or non-substantial changes.

3. Authorize the City Manager or her designee to exercise the option to extend the resulting Purchase Order for two additional one-year terms, including minimal and/or non-substantial changes.

BACKGROUND

The Maintenance Division manages irrigation system infrastructure and landscapes in City Parks, Palmdale Transportation Center, Park and Rides, Landscape Maintenance Districts, General Benefit Landscape Areas, and Fairway Business Park. Supplies, such as nozzles, bubblers, valves, couplings, PVC piping, controllers, diaphragms, backflows, enclosures, and other related items, are essential for maintaining sustainable best management practices of grounds and green spaces to ensure landscape quality and water conservation efforts for the community.

DISCUSSION

The City released Invitation for Bid (IFB) No. 24-004-3610 for irrigation and water conservation supplies on April 10, 2024. Notification of the IFB release was sent electronically to registered vendors on PlanetBids. The solicitation was also published in the Antelope Valley Press.

Two (2) bids were received on May 16, 2024, and are summarized below:

Bidder	Location	Unit Price Total
SiteOne Landscape Supply	Palmdale, CA	$18,095.94
Smith Pipe & Supply, Inc.	Lancaster, CA	$21,612.52

The Notice of Intent to Award was issued to SiteOne Landscape Supply on May 29, 2024.

The resulting Purchase Order will be for one year for Fiscal Year 2024-2025. The City reserves the right and option to extend the term for two additional one-year periods upon mutual consent of the same terms and conditions with the vendor.

FISCAL IMPACT

$284,000; Funds for the requisition and resulting blanket Purchase Order is budgeted in the following supply accounts: Park Maintenance (10133002-734110), Palmdale Transportation Center (20333005-734110-3410), Park and Rides (20333005-734110-3411), Landscape Maintenance Districts (25133003-734110-3610), General Benefit Landscapes (10133003-734110), and Fairway Business Park (10133003-734110-1087).

STRATEGIC PLAN

Goal III. Invest in infrastructure to improve community livability.

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

Prepared by:	Hamed Hashemian PE, Deputy 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

Req. No. 250082 with SiteOne Landscape Supply
Atch 1 Bid Tabulation

Bill To	Requisition 00250082-00 FY 2025
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	10133002-734110
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 1

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY, LLC	PUBLIC WORKS/MAINTENANCE
1385 EAST 36TH STREET	39110 3RD ST EAST
	PALMDALE, CA 93550
CLEVELAND, OH 44114	PWOOD@CITYOFPALMDALE.ORG
Tel#7472634255	Delivery Reference
	PAUL WOOD / STEVE MONTENEGRO

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/24	009056	08/07/24			LANDSCAPE MAINTENANCE -97-1

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes THIS FY 2024-2025 BLANKET PURCHASE ORDER COMMENCING JULY 1, 2024 AND EXPIRING JUNE 30, 2025 IS THE RESULT OF IFB 24-004-3610. ITEM PENDING CITY COUNCIL APPROVAL ON AUGUST 7, 2024.			
001	IRRIGATION AND WATER CONSERVATION SUPPLIES: PARK MAINTENANCE	1.00 DL	100000.00000	100000.00
	1 10133002-734110		100000.00	
002	IRRIGATION AND WATER CONSERVATION SUPPLIES: PALMDALE TRANSPORTATION CENTER (PTC)	1.00 DL	12000.00000	12000.00
	1 20333005-734110-3410		12000.00	
003	IRRIGATION AND WATER CONSERVATION SUPPLIES: PARK AND RIDES	1.00 DL	13000.00000	13000.00
	1 20333005-734110-3411		13000.00	
004	IRRIGATION AND WATER CONSERVATION SUPPLIES: LMDS	1.00 DL	130000.00000	130000.00
	1 25133003-734110-3610		130000.00	

Bill To	Requisition 00250082-00 FY 2025
FINANCE DEPARTMENT	
38300 SIERRA HWY	Acct No:
STE D	10133002-734110
PALMDALE, CA	Review:
93550	Buyer: mharris
	Status: Allocated Page 2

Vendor	Ship To
SITEONE LANDSCAPE SUPPLY, LLC	PUBLIC WORKS/MAINTENANCE
1385 EAST 36TH STREET	39110 3RD ST EAST
	PALMDALE, CA 93550
CLEVELAND, OH 44114	PWOOD@CITYOFPALMDALE.ORG
Tel#7472634255	Delivery Reference
	PAUL WOOD / STEVE MONTENEGRO

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
07/16/24	009056	08/07/24			LANDSCAPE MAINTENANCE -97-1

LN	Description / Account	Qty	Unit Price	Net Price
005	IRRIGATION AND WATER CONSERVATION SUPPLIES: GENERAL BENEFIT LANDSCAPE	1.00 DL	25000.00000	25000.00
1	10133003-734110	25000.00		
006	IRRIGATION AND WATER CONSERVATION SUPPLIES: FAIRWAY BUSINESS PARK	1.00 DL	4000.00000	4000.00
1	10133003-734110-1087	4000.00		

Requisition Link

Requisition Total 284000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
10133002-734110	100000.00	16178043.41
10133003-734110	25000.00	16178043.41
10133003-734110-1087	4000.00	16178043.41
20333005-734110-3410	12000.00	16178043.41
20333005-734110-3411	13000.00	16178043.41
25133003-734110-3610	130000.00	16178043.41

Authorized By: _____ Date: _____
Signature

IFB No. 24-003-3610
Irrigation and Water Conservation Supplies

Item No.	Description	Bidder's Specified "Approved Equal" or Brand Name & Mfg Item #	Estimated Annual Quantity	Unit of Measure	Site One Landscape Supply Palmdale, CA Unit Price - Vendor 1	Smith Pipe & Supply, Inc. Lancaster, CA Unit Price - Vendor 2
1	Rain Bird MPR Nozzles (Various Arcs)	Rain Bird MPR Nozzles Various Arcs	5,000	Each	$ 0.739	$ 0.77
2	Rain Bird U-Series Nozzles	Rain Bird U-Series Nozzles	1,875	Each	$ 1.461	$ 1.53
3	Rain Bird Rotary Nozzles R12	Rain Bird Rotary R12 nozzles	500	Each	$ 0.739	$ 3.46
4	Rain Bird Rotary Nozzles R17	Rain Bird Rotary R17 nozzles	500	Each	$ 3.306	$ 3.46
5	Rain Bird Solenoid 236239	Rain Bird Solenoid 236239	200	Each	$ 28.346	$ 28.71
6	Rain Bird 1804 SAM PRS	Rain Bird 1804 SAM PRS	1,875	Each	$ 5.472	$ 5.72
7	Rain Bird 1806 SAM PRS	Rain Bird 1806 SAM PRS	1,250	Each	$ 12.924	$ 13.52
8	Rain Bird 1812 SAM PRS	Rain Bird 1812 SAM PRS	1,250	Each	$ 15.813	$ 16.54
9	Rain Bird 1401 Bubblers Pressure Compensating	Rain Bird 1401 Bubblers Pressure Compensating	2,750	Each	$ 3.306	$ 3.46
10	Rain Bird 1402 Bubblers Pressure Compensating	Rain Bird 1402 Bubblers Pressure Compensating	2,750	Each	$ 3.306	$ 3.46
11	Rain Bird 1404 Bubblers Pressure Compensating	Rain Bird 1404 Bubblers Pressure Compensating	750	Each	$ 3.306	$ 3.46
12	Rain Bird 5004+PCSAMR	Rain Bird 5004+PCSAMR	400	Each	$ 15.116	$ 15.81
13	Rain Bird 5004+FCSAMR	Rain Bird 5004+FCSAMR	300	Each	$ 15.116	$ 15.81
14	Rain Bird 5004+PCSAMRNP	Rain Bird 5004+PCSAMRNP	300	Each	$ 16.639	$ 17.40
15	Rain Bird 5004+FCSAMRNP	Rain Bird 5004+FCSAMRNP	300	Each	$ 16.639	$ 17.40
16	Rain Bird 5006+PCSAMR	Rain Bird 5006+PCSAMR	400	Each	$ 24.360	$ 23.13
17	Rain Bird 5012+PCSAMR	Rain Bird 5012+PCSAMR	400	Each	$ 31.647	$ 33.09
18	Rain Bird 8005-SS	Rain Bird 8005-SS	300	Each	$ 64.382	$ 65.20
19	Rain Bird 8005-SS-NP	Rain Bird 8005-SS-NP	60	Each	$ 68.730	$ 69.60
20	Rain Bird XBD 80 Module	Rain Bird XBD 80 Module	20	Each	$ 12.857	$ 13.44
21	Rain Bird Diaphragm- 1" 202868	Rain Bird Diaphragm- 1" 202868	200	Each	$ 23.294	$ 24.36
22	Rain Bird Diaphragm- 1-1/4" 203604	Rain Bird Diaphragm- 1-1/4" 203604	200	Each	$ 43.782	$ 45.78
23	Rain Bird Diaphragm- 1-1/2" 202614	Rain Bird Diaphragm- 1-1/2" 202614	200	Each	$ 39.993	$ 41.82
24	Rain Bird Diaphragm- 2" 202615	Rain Bird Diaphragm- 2" 202615	200	Each	$ 53.183	$ 55.62
25	Rain Bird 100-EFB-CP 1" Valve	Rain Bird 100-EFB-CP 1" Valve	96	Each	$ 110.469	$ 138.33
26	Rain Bird 150-EFB-CP 1-1/2"	Rain Bird 150-EFB-CP 1-1/2"	48	Each	$ 176.017	$ 216.94
27	Rain Bird 200-EFB-CP 2" Valve	Rain Bird 200-EFB-CP 2" Valve	28	Each	$ 208.524	$ 261.34
28	Rain Bird 300 BPE 3"	Rain Bird 300 BPE 3"	4	Each	$ 576.387	$ 583.70
29	Rain Bird 116901 1800 Cover	Rain Bird 116901 1800 Cover	3,500	Each	$ 2.261	$ 2.29
30	Rain Bird ESP- LXME2P Controller	Rain Bird ESP- LXME2P Controller	10	Each	$ 484.165	$ 506.29
31	Hunter I40-04-SS Rotors	Hunter I40-04-SS Rotors	240	Each	$ 59.267	$ 61.85
32	Hunter PGP-04-PRBCV 4" Rotor	Hunter PGP-04-PRBCV 4" Rotor	400	Each	$ 12.755	$ 12.90
33	Hunter PGJ-04 4" Rotor	Hunter PGJ-04 4" Rotor	400	Each	$ 10.207	$ 10.65
34	Hunter PGJ-12 12" Rotor	Hunter PGJ-12 12" Rotor	500	Each	$ 20.017	$ 20.89
35	Hunter IBV-101G 1" Brass Valve	Hunter IBV-101G 1" Brass Valve	32	Each	$ 110.042	$ 138.85
36	Hunter IBV-151G 1-1/2" Brass Valve	Hunter IBV-151G 1-1/2" Brass Valve	16	Each	$ 176.344	$ 253.11
37	Hunter IBV-201G 2" Brass Valve	Hunter IBV-201G 2" Brass Valve	10	Each	$ 210.328	$ 256.39
38	Hunter IBV-301G 3" Brass Valve	Hunter IBV-301G 3" Brass Valve	3	Each	$ 635.858	$ 663.50
39	Hunter IBV-101G 1" EPDM Diaphragm and Seat	Hunter IBV-101G 1" EPDM Diaphragm and Seat	100	Each	$ 25.790	$ 10.06
40	Hunter IBV-151G 1-1/2" EPDM Diaphragm and Seat	Hunter IBV-151G 1-1/2" EPDM Diaphragm and Seat	100	Each	$ 21.271	$ 13.75
41	Hunter IBV-201G 2" EPDM Diaphragm and Seat	Hunter IBV-201G 2" EPDM Diaphragm and Seat	50	Each	$ 21.271	$ 13.75
42	Superior 950 1" Brass Valve	Superior 950 1" Brass Valve	10	Each	$ 84.516	$ 93.01
43	Superior 950 1-1/2" Brass Valve	Superior 950 1-1/2" Brass Valve	10	Each	$ 108.001	$ 118.85
44	Superior 950 2" Brass Valve	Superior 950 2" Brass Valve	10	Each	$ 134.734	$ 148.27
45	Superior 950 1" Diaphragm kit	Superior 950 1" Diaphragm kit	25	Each	$ 22.129	$ 10.18
46	Superior 950 1-1/2" Diaphragm kit	Superior 950 1-1/2" Diaphragm kit	25	Each	$ 50.530	$ 18.08
47	Superior 950 2" Diaphragm kit	Superior 950 2" Diaphragm kit	25	Each	$ 54.796	$ 19.58
48	Febco 825YA 1" Backflow	Febco 825YA 1" Backflow	14	Each	$ 605.154	$ 593.69
49	Febco 825YA 1-1/2" Backflow	Febco 825YA 1-1/2" Backflow	8	Each	$ 1,147.884	$ 1,095.00
50	Febco 825YA 2" Backflow	Febco 825YA 2" Backflow	14	Each	$ 1,260.750	$ 1,202.67
51	Febco 905-042 1" # 1& 2" Checks Rubber kit	Febco 905-042 1" # 1& 2" Checks Rubber kit	20	Each	$ 19.871	$ 24.73
52	Febco 905-043 1" R.V Rubber Kit	Febco 905-043 1" R.V Rubber Kit	20	Each	$ 34.629	$ 38.93
53	Febco 905-044 1" Check Stem Assembly	Febco 905-044 1" Check Stem Assembly	20	Each	$ 54.057	$ 67.31
54	Febco 905-045 1" R.V Stem Assembly	Febco 905-045 1" R.V Stem Assembly	20	Each	$ 167.739	$ 208.98
55	Febco 905-053 1-1/2" & 2" #1 & #2 Check Rubber kit	Febco 905-053 1-1/2" & 2" #1 & #2 Check Rubber kit	20	Each	$ 31.647	$ 39.42
56	Febco 905-054 1-1/2" & 2" R.V Rubber Kit	Febco 905-054 1-1/2" & 2" R.V Rubber Kit	20	Each	$ 60.172	$ 74.74
57	Febco 905-055 1-1/2" & 2" Check stem assembly	Febco 905-055 1-1/2" & 2" Check stem assembly	20	Each	$ 80.602	$ 103.75
58	Febco 905-056 1-1/2" & 2" RV Stem assembly	Febco 905-056 1-1/2" & 2" RV Stem assembly	20	Each	$ 254.596	$ 317.56
59	Carson Spec Standard 12" Rectangular Box 1419-12 w/T-Lid, Green, Tan, Purple, Flush Lid	NDS Part #314PBCR 1419-12 w/T-Lid Green,Purple, Tan	80	Each	$ 35.838	$ 28.40
60	Carson Spec Jumbo Rectangular Box 1320-12 w/T-Lid, Green, Tan, Purple, Flush Lid	NDS Part # 318 BC 1320-12 w/T-Lid Green, Purple, Tan	70	Each	$ 58.079	$ 61.03
61	Carson Spec 10" Round 910-10 w/ T-Lid, Flush Lid	NDS PART # 312PBCR 910-10 w/T-Lid Flush, Green,Purple, Tan	80	Each	$ 23.148	$ 18.02
62	Allspec Controller Enclosure AS-WM-24AL 24x10x24 Wallmount	Allspec Controller Enclosure AS-WM-24AL 24x10x24 Wallmount	10	Each	$ 1,197.529	$ 1,241.34
63	Allspec Controller Enclosure AS-23AL 23x12x36 Slabmount	Allspec Controller Enclosure AS-23AL 23x12x36 Slabmount	10	Each	$ 1,270.482	$ 1,316.96
64	Allspec Backflow Enclosure BFESD-AL-4230 18x42x30	Allspec Backflow Enclosure BFESD-AL-4230 18x42x30	10	Each	$ 1,280.118	$ 1,326.95
65	Allspec Backflow Enclosure BFESD-AL-3030 18x30x30	Allspec Backflow Enclosure BFESD-AL-3030 18x30x30	10	Each	$ 1,073.647	$ 1,112.93
66	Allspec Backflow Enclosure BFESD-AL 18x24x30	Allspec Backflow Enclosure BFESD-AL 18x24x30	10	Each	$ 1,004.824	$ 1,041.59
67	VIT Strong Box Stainless Steel Enclosure VITSB-22SS	VIT Strong Box Stainless Steel Enclosure VITSB-22SS	5	Each	$ 2,938.131	$ 2,971.34
68	Christy Pipe Wrap Black 10 mil Tape	Christy Pipe Wrap Black 10 mil Tape	200	Roll	$ 6.923	$ 5.29
69	3M DBR/Y-6 Direct Burial Wire Connectors	King Connectors #20230	1,400	Each	$ 2.749	$ 3.26
70	Direct Burial 14 Gauge Type UF Red 2500' ft. Roll	Direct Burial 14 Gauge Type UF Red 2500' ft. Roll	3	Each	$ 0.120	$ 961.80
71	Direct Burial 14 Gauge Type UF White 2500' ft. Roll	Direct Burial 14 Gauge Type UF White 2500' ft. Roll	3	Each	$ 0.120	$ 961.80
72	Direct Burial 14 Gauge Type UF Black 2500' ft. Roll	Direct Burial 14 Gauge Type UF Black 2500' ft. Roll	3	Each	$ 0.120	$ 961.80
73	Christys Red Hot PVC Glue - Quarts	Weld-On 721 PVC Glue - Quarts	80	Each	$ 23.718	$ 29.18
74	Weld-On P70 Primer - Quarts	Weld-On P70 Primer - Quarts	80	Each	$ 23.058	$ 27.59

IFB No. 24-003-3610
Irrigation and Water Conservation Supplies

Item No.	Description	Bidder's Specified "Approved Equal" or Brand Name & Mfg Item #	Estimated Annual Quantity	Unit of Measure	Site One Landscape Supply Palmdale, CA Unit Price - Vendor 1	Smith Pipe & Supply, Inc. Lancaster, CA Unit Price - Vendor 2
75	Romac Repair Coupling 501-3.51x3.51x10, 3”	Romac Repair Coupling 501-3.51x3.51x10, 3”	10	Each	$ 148.963	$ 151.14
76	Romac Repair Coupling 501-4.70x4.70x10, 4”	Romac Repair Coupling 501-4.70x4.70x10, 4”	10	Each	$ 209.650	$ 212.71
77	Romac Repair Coupling 501-6.76x6.76x10, 6”	Romac Repair Coupling 501-6.76x6.76x10, 6”	20	Each	$ 313.988	$ 318.58
78	PVC Pipe Schedule 40, ½”	PVC Pipe Schedule 40, ½”	5,000	Per foot	$ 0.313	$ 0.24
79	PVC Pipe Schedule 40, ¾”	PVC Pipe Schedule 40, ¾”	5,000	Per foot	$ 0.417	$ 0.32
80	PVC Pipe Schedule 40, 1”	PVC Pipe Schedule 40, 1”	5,000	Per foot	$ 0.609	$ 0.48
81	PVC Pipe Schedule 40, 1-1/4”	PVC Pipe Schedule 40, 1-1/4”	1,000	Per foot	$ 0.826	$ 0.64
82	PVC Pipe Schedule 40, 1-1/2”	PVC Pipe Schedule 40, 1-1/2”	1,000	Per foot	$ 0.984	$ 0.77
83	PVC Pipe Schedule 40, 2”	PVC Pipe Schedule 40, 2”	1,000	Per foot	$ 1.324	$ 1.03
84	PVC Pipe Schedule 40, 2-1/2”	PVC Pipe Schedule 40, 2-1/2”	400	Per foot	$ 2.095	$ 1.63
85	PVC Pipe SCH 40, 3”	PVC Pipe SCH 40, 3”	2,000	Per foot	$ 2.756	$ 2.14
86	PVC Pipe SCH 40, 4”	PVC Pipe SCH 40, 4”	200	Per foot	$ 3.814	$ 3.04
87	Schedule 80 Nipple ½” x 2”	Schedule 80 Nipple ½” x 2”	500	Each	$ 0.318	$ 0.30
88	Schedule 80 Nipple ½” x 4”	Schedule 80 Nipple ½” x 4”	500	Each	$ 0.411	$ 0.39
89	Schedule 80 Nipple ½” x 6”	Schedule 80 Nipple ½” x 6”	500	Each	$ 0.583	$ 0.54
90	Schedule 80 Nipple ½” x 8”	Schedule 80 Nipple ½” x 8”	500	Each	$ 0.513	$ 0.66
91	Schedule 80 Nipple ½” x 10”	Schedule 80 Nipple ½” x 10”	500	Each	$ 0.574	$ 0.73
92	Schedule 80 Nipple ½” x 12”	Schedule 80 Nipple ½” x 12”	500	Each	$ 0.641	$ 0.81
93	Schedule 80 Nipple ¾” x 3”	Schedule 80 Nipple ¾” x 3”	500	Each	$ 0.477	$ 0.53
94	Schedule 80 Nipple ¾” x 6”	Schedule 80 Nipple ¾” x 6”	500	Each	$ 0.755	$ 0.71
95	Schedule 80 Nipple ¾” x 8”	Schedule 80 Nipple ¾” x 8”	500	Each	$ 0.920	$ 1.03
96	Schedule 80 Nipple 1” x 3”	Schedule 80 Nipple 1” x 3”	500	Each	$ 0.662	$ 0.74
97	Schedule 80 Nipple 1” x 10”	Schedule 80 Nipple 1” x 10”	500	Each	$ 1.763	$ 1.97
98	Schedule 80- 3” 90 EL SxS	Schedule 80- 3” 90 EL SxS	5	Each	$ 13.642	$ 13.92
99	Schedule 80- 3” 45 EL SxS	Schedule 80- 3” 45 EL SxS	4	Each	$ 31.288	$ 31.91
100	Schedule 80- 3” CPLG SxS	Schedule 80- 3” CPLG SxS	10	Each	$ 18.244	$ 18.61
101	Schedule 80- 3” TEE SxSxS	Schedule 80- 3” TEE SxSxS	10	Each	$ 25.094	$ 25.60
102	Schedule 80- 4” 90 SxS	Schedule 80- 4” 90 SxS	5	Each	$ 20.746	$ 21.16
103	Schedule 80- 4” 45 SxS	Schedule 80- 4” 45 SxS	5	Each	$ 56.330	$ 57.47
104	Schedule 80- 4” CPLG SxS	Schedule 80- 4” CPLG SxS	10	Each	$ 22.846	$ 23.30
105	Schedule 80- 4” TEE SxSxS	Schedule 80- 4” TEE SxSxS	10	Each	$ 29.076	$ 29.66
106	Schedule 80- 6” 90 SxS	Schedule 80- 6” 90 SxS	5	Each	$ 59.034	$ 60.22
107	Schedule 80- 6” 45 SxS	Schedule 80- 6” 45 SxS	5	Each	$ 70.945	$ 72.37
108	Schedule 80- 6” CPLG SxS	Schedule 80- 6” CPLG SxS	15	Each	$ 49.166	$ 50.15
109	Schedule 80- 6” TEE SxS	Schedule 80- 6” TEE SxS	20	Each	$ 99.280	$ 101.26
110	Schedule 80- 6x4 Bushing SxS	Schedule 80- 6x4 Bushing SxS	4	Each	$ 39.224	$ 40.01
111	Schedule 80- 6x3 Bushing SxS	Schedule 80- 6x3 Bushing SxS	2	Each	$ 39.224	$ 40.01
112	Schedule 80- 6x2 Bushing SxS	Schedule 80- 6x2 Bushing SxS	20	Each	$ 39.224	$ 40.01
113	Schedule 40 ½” CPLG SxS	Schedule 40 ½” CPLG SxS	1,250	Each	$ 0.186	$ 0.24
114	Schedule 40 ½” Tee SxSxS	Schedule 40 ½” Tee SxSxS	1,250	Each	$ 0.350	$ 0.36
115	Schedule 40 ½” Tee SxSxT	Schedule 40 ½” Tee SxSxT	1,250	Each	$ 0.468	$ 0.48
116	Schedule 40 ½” 45 SxS	Schedule 40 ½” 45 SxS	1,250	Each	$ 0.468	$ 0.48
117	Schedule 40 ½” 90 SxS	Schedule 40 ½” 90 SxS	1,250	Each	$ 0.282	$ 0.29
118	Schedule 40 ½” 90 SxT	Schedule 40 ½” 90 SxT	1,250	Each	$ 0.350	$ 0.36
119	Schedule 40 ½” 90 TxT	Schedule 40 ½” 90 TxT	1,250	Each	$ 0.688	$ 0.70
120	Schedule 40 ½” Cap Thread	Schedule 40 ½” Cap Thread	500	Each	$ 0.532	$ 0.56
121	½” Marlex Street Ells	½” Marlex Street Ells	800	Each	$ 0.137	$ 0.28
122	Schedule 40 ¾” x ½” Reducer Bushing Slip x Slip	Schedule 40 ¾” x ½” Reducer Bushing Slip x Slip	1,250	Each	$ 0.296	$ 0.30
123	Schedule 40 ¾” x ½” Reducer Bushing TxT	Schedule 40 ¾” x ½” Reducer Bushing TxT	1,250	Each	$ 0.828	$ 0.85
124	Schedule 40 ¾”x ¾”x ½” SxSxT Tee	Schedule 40 ¾”x ¾”x ½” SxSxT Tee	1,500	Each	$ 0.728	$ 0.64
125	Schedule 40 ¾” CPLG SxS	Schedule 40 ¾” CPLG SxS	1,500	Each	$ 0.256	$ 0.26
126	Schedule 40 ¾” Female Adapter	Schedule 40 ¾” Female Adapter	1,500	Each	$ 0.402	$ 0.42
127	Schedule 40 ¾” Male Adapter	Schedule 40 ¾” Male Adapter	1,500	Each	$ 0.282	$ 0.29
128	Schedule 40 ¾” Tee SxSxS	Schedule 40 ¾” Tee SxSxS	1,500	Each	$ 0.402	$ 0.42
129	Schedule 40 ¾” Tee SxSxT	Schedule 40 ¾” Tee SxSxT	1,500	Each	$ 0.728	$ 0.74
130	Schedule 40 ¾” 45 SxS	Schedule 40 ¾” 45 SxS	1,500	Each	$ 0.728	$ 0.74
131	Schedule 40 ¾” 90 SxS	Schedule 40 ¾” 90 SxS	1,500	Each	$ 0.316	$ 0.33
132	Schedule 40 ¾” 90 SxT	Schedule 40 ¾” 90 SxT	1,250	Each	$ 0.402	$ 0.42
133	Schedule 40 ¾” 90 TxT	Schedule 40 ¾” 90 TxT	1,250	Each	$ 1.010	$ 1.04
134	¾” Marlex Street Ells	¾” Marlex Street Ells	2,500	Each	$ 0.256	$ 1.01
135	Schedule 40 1”x ¾” Reducer Bushing Slip x Slip	Schedule 40 1”x ¾” Reducer Bushing Slip x Slip	1,250	Each	$ 0.532	$ 0.56
136	Schedule 40 1”x ¾” Reducer Bushing T x T	Schedule 40 1”x ¾” Reducer Bushing T x T	1,000	Each	$ 1.160	$ 1.19
137	Schedule 40 1”x 1”x ¾” SxSxT	Schedule 40 1”x 1”x ¾” SxSxT	1,250	Each	$ 1.342	$ 1.37
138	Schedule 40 1” CPLG SxS	Schedule 40 1” CPLG SxS	1,500	Each	$ 0.446	$ 0.46
139	Schedule 40 1“ Female Adapter	Schedule 40 1“ Female Adapter	1,500	Each	$ 0.468	$ 0.48
140	Schedule 40 1” Male Adapter	Schedule 40 1” Male Adapter	1,500	Each	$ 0.506	$ 0.52
141	Schedule 40 1” Tee SxSxS	Schedule 40 1” Tee SxSxS	1,500	Each	$ 0.758	$ 0.78
142	Schedule 40 1” Tee SxSxT	Schedule 40 1” Tee SxSxT	500	Each	$ 1.342	$ 1.37
143	Schedule 40 1” 45 SxS	Schedule 40 1” 45 SxS	1,500	Each	$ 0.868	$ 0.90
144	Schedule 40 1” 90 SxS	Schedule 40 1” 90 SxS	1,500	Each	$ 0.570	$ 0.59
145	Schedule 40 1” 90 SxT	Schedule 40 1” 90 SxT	1,000	Each	$ 0.758	$ 0.78
146	Schedule 40 1” Cap Slip	Schedule 40 1” Cap Slip	500	Each	$ 0.468	$ 0.48
147	Schedule 40 1” Cap Thread	Schedule 40 1” Cap Thread	500	Each	$ 0.934	$ 0.97
148	Schedule 40 1-1/2”x 1” Reducer Bushing Slip x Slip	Schedule 40 1-1/2”x 1” Reducer Bushing Slip x Slip	750	Each	$ 0.764	$ 0.79
149	Schedule 40 1-1/2”x 1” Reducer Bushing TxT	Schedule 40 1-1/2”x 1” Reducer Bushing TxT	500	Each	$ 2.090	$ 2.15
150	Schedule 40 1-1/2” CPLG SxS	Schedule 40 1-1/2” CPLG SxS	1,250	Each	$ 0.662	$ 0.68

IFB No. 24-003-3610
Irrigation and Water Conservation Supplies

Item No.	Description	Bidder's Specified "Approved Equal" or Brand Name & Mfg Item #	Estimated Annual Quantity	Unit of Measure	Site One Landscape Supply Palmdale, CA Unit Price - Vendor 1	Smith Pipe & Supply, Inc. Lancaster, CA Unit Price - Vendor 2
151	Schedule 40 1-1/2" Female Adapter	Schedule 40 1-1/2" Female Adapter	1,250	Each	$ 0.828	$ 0.85
152	Schedule 40 1-1/2" Male Adapter	Schedule 40 1-1/2" Male Adapter	1,250	Each	$ 0.828	$ 0.85
153	Schedule 40 1-1/2" Tee SxSxS	Schedule 40 1-1/2" Tee SxSxS	1,250	Each	$ 1.434	$ 1.47
154	Schedule 40 1-1/2" Tee SxSxT	Schedule 40 1-1/2" Tee SxSxT	750	Each	$ 2.776	$ 2.85
155	Schedule 40 1-1/2" 45 SxS	Schedule 40 1-1/2" 45 SxS	750	Each	$ 1.516	$ 1.56
156	Schedule 40 1-1/2" 90 SxS	Schedule 40 1-1/2" 90 SxS	1,000	Each	$ 1.082	$ 1.11
157	Schedule 40 1-1/2" 90 SxT	Schedule 40 1-1/2" 90 SxT	750	Each	$ 1.408	$ 1.44
158	Schedule 40 2"x 1-1/2" Reducer Bushing Slip x Slip	Schedule 40 2"x 1-1/2" Reducer Bushing Slip x Slip	200	Each	$ 1.266	$ 1.30
159	Schedule 40 2" CPLG SxS	Schedule 40 2" CPLG SxS	500	Each	$ 1.010	$ 1.04
160	Schedule 40 2" Female Adapter	Schedule 40 2" Female Adapter	200	Each	$ 1.110	$ 1.14
161	Schedule 40 2" Male Adapter	Schedule 40 2" Male Adapter	200	Each	$ 1.086	$ 1.12
162	Schedule 40 2" Tee SxSxS	Schedule 40 2" Tee SxSxS	200	Each	$ 2.090	$ 2.15
163	Schedule 40 2" Tee SxSxT	Schedule 40 2" Tee SxSxT	200	Each	$ 3.518	$ 3.61
164	Schedule 40 2" 45 SxS	Schedule 40 2" 45 SxS	200	Each	$ 1.986	$ 2.04
165	Schedule 40 2" 90 SxS	Schedule 40 2" 90 SxS	200	Each	$ 1.690	$ 1.74
166	Schedule 40 2" 90 SxT	Schedule 40 2" 90 SxT	200	Each	$ 3.626	$ 3.72
167	Schedule 40 3" CPLG SxS	Schedule 40 3" CPLG SxS	50	Each	$ 3.498	$ 3.60
168	Schedule 40 3" Tee SxSxS	Schedule 40 3" Tee SxSxS	50	Each	$ 9.054	$ 9.30
169	Schedule 40 3" 45 SxS	Schedule 40 3" 45 SxS	50	Each	$ 8.022	$ 8.23
170	Schedule 40 3" 90 SxS	Schedule 40 3" 90 SxS	50	Each	$ 6.172	$ 6.34
171	KRC429-005 ½" DAWN Kwik Repair Coupler	KRC429-005 ½" DAWN Kwik Repair Coupler	100	Each	$ 1.883	$ 2.01
172	KRC429-007 ¾" DWAN Kwik Repair Coupler	KRC429-007 ¾" DWAN Kwik Repair Coupler	100	Each	$ 2.241	$ 2.39
173	KRC429-010 1" DAWN Kwik Repair Coupler	KRC429-010 1" DAWN Kwik Repair Coupler	100	Each	$ 2.621	$ 2.79
174	KRC429-015 1 ½" DAWN Kwik Repair Coupler	KRC429-015 1 ½" DAWN Kwik Repair Coupler	80	Each	$ 5.370	$ 5.72
175	KRC429-020 2" DAWN Kwik Repair Coupler	KRC429-020 2" DAWN Kwik Repair Coupler	80	Each	$ 8.283	$ 8.82
176	KRC429-025 2 ½" DAWN Kwik Repair Coupler	KRC429-025 2 ½" DAWN Kwik Repair Coupler	80	Each	$ 12.084	$ 12.87
177	KRC429-030 3" DAWN Kwik Repair Coupler	KRC429-030 3" DAWN Kwik Repair Coupler	10	Each	$ 15.450	$ 16.45
178	KRC429-040 4" DAWN Kwik Repair Coupler	KRC429-040 4" DAWN Kwik Repair Coupler	5	Each	$ 27.111	$ 28.87
179	ROMAC Service Saddle 6 x 2 101S 6.00 – 6.63	ROMAC Service Saddle 6 x 2 101S 6.00 – 6.63	5	Each	$ 83.513	$ 115.81
180	ROMAC Service Saddle 4 x 2 101S 4.00 – 4.50	ROMAC Service Saddle 4 x 2 101S 4.00 – 4.50	5	Each	$ 77.063	$ 78.18
				Total	**$ 18,095.94**	**$ 21,612.52**

City Council Staff Report

DATE: **AUGUST 7, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS**
ENGINEERING DIVISION

DISTRICT: **1**

SUBJECT: **ADOPT RESOLUTION NO. CC 2024-073, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING TO CONSIDER THE VACATION OF PORTIONS OF 8th STREET EAST SOUTH OF RANCHO VISTA DRIVE AND NORTH OF EAST AVENUE P-8**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2024-073, a Resolution of the City Council of the City of Palmdale declaring its intention to conduct a public hearing to consider the vacation of portions of 8th Street East south of Rancho Vista Boulevard and north of Avenue P-8;

2. Authorize the Mayor to execute Resolution No. CC 2024-073 declaring the intention to conduct a public hearing to consider the vacation of portions of 8th Street East south of Rancho Vista Boulevard and north of East Avenue P-8; and,

3. Set the time and place for a public hearing on October 2, 2024, to consider the proposed vacation.

BACKGROUND

In conjunction with developing their commercial building, Covington Development Partners, LLC, applied for street vacation in March 2024. The developer is requesting the vacation of portions of the existing right of way along the frontage of their development located on the west side of 8th Street East south of Rancho Vista Boulevard and north of East Avenue P-8 (AIN 3022-001-027). The street vacation has been requested in conjunction with the approval of the project improvement plans and as a condition of approval for Site Plan Review (SPR22-012). Following the review and adoption of this development by the Planning Commission (PC-2023-017), it was

determined that any potential adverse environmental impacts could be mitigated and would, therefore, be insignificant.

DISCUSSION

The property that makes up this current commercial building project was previously part of an auto storage development. As such, it was conditioned to dedicate additional right-of-way to specifically serve their land use. The right-of-way dedication included multiple driveway locations and a right-turn pocket. Unfortunately, the auto storage developer never completed their project and no new public improvements were ever constructed.

The off-site improvements for the current commercial building development (SPR 22-012) were evaluated during the entitlement process and it was determined that the previously conditioned right turn lane, one driveway, and several expanded entry curb radii along 8th Street East were no longer necessary. Therefore, the previously dedicated right-of-way is the subject of this proposed street vacation.

Pursuant to the Streets and Highway Code, Section 8320, the local agency (City) processing the street vacation under the General Vacation Procedure shall initiate the vacation proceedings by setting the date, hour, and place for a public hearing. This action will be followed by notification to public utility providers, posting notices at the property, and publication of the vacation information and public hearing schedule within the local newspaper.

FISCAL IMPACT

$0; There is no fiscal impact to the City as a result of this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Hamed Hashemian, P.E., Deputy 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 2024-073

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-073

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING ITS INTENTION TO CONDUCT A PUBLIC HEARING TO CONSIDER THE VACATION OF PORTIONS OF 8TH STREET EAST, SOUTH OF RANCHO VISTA BOULEVARD, NORTH OF EAST AVENUE P-8.

WHEREAS, the Engineering Division received an application from the property owner of parcel number 3022-001-027 located on the west side of 8th Street East, south of Rancho Vista Boulevard, north of East Avenue P-8 requesting the City move forward with proceedings to vacate portions of 8th Street East no longer deemed necessary; and

WHEREAS, the proposed vacation has been examined and determined to not negatively impact the general public and has been found to be consistent with the Circulation Element of the City's General Plan; and

WHEREAS, the improvements within the right of way to be vacated were never constructed and are not necessary for the proposed commercial development; and

WHEREAS, the current development was approved through Site Plan Review (SPR) 22-012 and Environmental Impact Report (EIR) 23-002 (SCH No. 2022080663) and was adopted by the Planning Commission (Resolution No. PC-2023-017) on August 10, 2023; and

WHEREAS, the current project was determined not to have any adverse or significant impacts on the environment following the implementation of specific mitigation measures.

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

SECTION 1. The City Council of the City of Palmdale hereby declares its intention to conduct a public hearing to vacate portions of 8th Street East no longer deemed necessary south of Rancho Vista Boulevard and north of East Avenue P-8, located within the City of Palmdale, as described in Exhibit "A" and shown in Exhibit "B".

SECTION 2. The City Council, in vacating the portions of said street described in Exhibit "A", elects to proceed under and in accordance with the provisions of the Public Streets, Highways, and Service Easements Vacation Law Division 9, Part 3, Chapter 3

of the Streets and Highway Code of the State of California.

SECTION 3. Nothing in this Resolution shall in any way affect or disturb any existing easement for public utility purposes belonging to either the City of Palmdale or any other public entity.

SECTION 4. Notice is hereby given that a public hearing shall be held on the proposed street vacation on Wednesday October 2nd 2024 at the hour of 5:00 pm in the Council Chambers at City Hall, 38300 Sierra Highway, Suite B, Palmdale California at which time any and all interested persons may present evidence for or against the proposed vacation.

SECTION 5. The City shall cause notice of the public hearing on the proposed street vacation to be published within the local newspaper and posted on site as required by the Public Street, Highway, and Service Easement Vacation Law.

SECTION 6. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 7th day of August 2024.

_____
Austin Bishop, Mayor

Approved as to form:

ATTEST:

_____
William P. Curley III
City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 7th day of August 2024 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

MINUTES
CITY COUNCIL/SUCCESSOR AGENCY
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JULY 10, 2024

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

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

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

2) ROLL CALL MAYOR BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS OHLSEN, BETTENCOURT, ALARCÓN

PRESENT: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt, Andrea Alarcón.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance.

City Clerk Scott acknowledged the following observances for the month of July: Parks and Recreation Month and Social Wellness Month.

4) PRESENTATION

4.1) AV EDGE Update.

Drew Mercy, Executive Director AV Edge, discussed business retention support, business attraction, information services, regional focus, and advocacy of various business bills.

Council discussed with Mr. Mercy businesses moving out of Los Angeles County and California and the actions taken to retain and capture them. Council also discussed forming an umbrella or working group for entities that support businesses (e.g., Chambers of Commerce, GAVAR), and the business retention program that assists small businesses.

5) PUBLIC COMMENTS
CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

The following individuals provided public input: Renee Kimbrough, Jackie Quillen, Aracely Gaytan, and Susana commented on Item 6.4 regarding animal services;

Kathleen Duren, Ellen McIsaac, and Julie Fawcette spoke regarding Item 8.2 Appointment to TPAA; Marsha Furman spoke regarding Item 9.1 Parks and Recreation Master Plan.

Councilmember Alarcón pulled Items 6.3 and 6.4 for discussion.

6) CONSENT CALENDAR

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

6.2) Receive and file the monthly investment activity reports for May 2024.

6.3) Approve First Amendment with Tripepi Smith & Associates, Inc., for comprehensive media, telecommunications, social media, community outreach, and all related or essential communications services to increase the amount by $2,458,000, for a total not to exceed amount of $2,938,000 for a term of two years with the option to extend the agreement for two additional one-year terms, after the initial 365-day term.

Community Compliance Coordinator Navarrette presented the staff report.

Council and staff discussed the process for selecting Tripepi Smith as the communications contractor, contracting out versus an internal Communication Team, cost comparisons with other providers, monitoring media information, purchasing media equipment compared to renting, and cost savings by tweaking the scope of work.

Motion: Approve First Amendment with Tripepi Smith & Associates, Inc., for comprehensive media, telecommunications, social media, community outreach, and all related or essential communications services to increase the amount by $2,458,000
Moved by Richard J. Loa, seconded by Laura Bettencourt.

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

6.4) Approve Agreement No. A-8891 with the Los Angeles County Department of Animal Care and Control to provide general animal services for a term of five years.

Public Safety Supervisor German presented the staff report and provided background on Los Angeles County Animal Care and Control Services and the feasibility study.

There was Council and staff discussion regarding attachments missing from the contract, euthanasia rates, non-profit services and spay and neuter programs, trap and release teams, exploration of ordinances for City enforcement,

nationwide shortage of veterinarians, shortage of County staff, shortage of kennels, comparison of costs for various years, analysis of costs compared to other contract cities, canvassing services, and an in-depth analysis of the feasibility study.

Motion: Table this item to a future meeting.
Moved by Laura Bettencourt, seconded by Austin Bishop.

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

Mayor Bishop called for a recess from 6:49 pm - 7:00 pm.

6.5) Approve Fourth Amendment to Agreement with RSG, Inc., for financial analysis services to increase the agreement by $60,000 for a not to exceed amount of $160,000 for the remainder of the term through 2026.

6.6) Approve Consultant Agreement with Land Reports Company, Rick (Frederick) Jones, for Acting City Land Surveyor and plan check services in the amount of $200,000 for a term of one year.

6.7) Notice of Completion - Accept public sewer improvements for Copart located at 42425 40th Street East.

6.8) Notice of Completion - Accept public sewer and drainage improvements for Tract 73068 located at Palmdale Boulevard & Oak Street.

6.9) Adopt Resolution No. CC 2024-061, a Resolution of the City Council of the City of Palmdale adopting the Joint Resolution of the Board of Supervisors of the County of Los Angeles, acting on behalf of the County and other 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 40-157 (34-46), Local Agency Formation Commission Designation 2023-01, to the Los Angeles County Waterworks District No. 40, Antelope Valley.

6.10) Approve the minutes from the previous meeting.

Motion: Approve all items listed on the Consent Calendar except for Items 6.3 and 6.4.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

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

7) PUBLIC HEARING

7.1) Adopt Resolution No. CC 2024-034, a Resolution of the City Council of the City of Palmdale approving the Engineer's Report and the continuation of the levy and collection of assessments for Fiscal Year 2024-2025 for the City of Palmdale Drainage Benefit Assessment District No. 1 and No. 2006-02.

City Clerk Scott read the title of Resolution No. CC 2024-034.

Deputy Director of Public Works Hashemian presented the staff report.
Mayor Bishop opened the Public Hearing and called for public testimony.

Testimony: None.

Mayor Bishop closed the Public Hearing.

Motion: Adopt Resolution No. CC 2024-034
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

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

7.2) Adopt Resolution No. CC 2024-037, a Resolution of the City Council of the City of Palmdale approving the Engineer's Report and the continuation of the levy and collection of assessments for Fiscal Year 2024-2025 for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement Districts, and Streetlight Maintenance Assessment Districts and Annexations.

City Clerk Scott read the title of Resolution No. CC 2024-037.

Deputy Director of Public Works Hashemian presented the staff report.

Mayor Bishop opened the Public Hearing and called for public testimony.

Testimony: None.

Mayor Bishop closed the Public Hearing.

Motion: Adopt Resolution No. CC 2024-037
Moved by Richard J. Loa, seconded by Laura Bettencourt.

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

7.3) Adopt Resolution No. CC 2024-038, a Resolution of the City Council of the City of Palmdale updating the Sewer Collection Service Charge for the operation and maintenance of the Palmdale sewer collection system for Fiscal Year 2024-2025.

City Clerk Scott read the title of Resolution No. CC 2024-038.

Deputy Director of Public Works Hashemian presented the staff report.

Mayor Bishop opened the Public Hearing and called for public testimony.

Testimony: None.

Mayor Bishop closed the Public Hearing.

Motion: Adopt Resolution No. CC 2024-038
Moved by Richard J. Loa, seconded by Laura Bettencourt.

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

8) APPOINTMENTS

8.1) Approve Planning Commission Reappointments for Districts 1, 3, and 4.

Motion: Approve Planning Commission Reappointments for David Lujan, District 1, Mateo Olivarez, District 3, and Getro Elize, District 4
Moved by Eric Ohlsen, seconded by Richard J. Loa.

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

8.2) Approve Appointment to The Palmdale Aerospace Academy Board of Directors.

There was Council and staff discussion regarding the appointment process and modifying the bylaws for the TPAA relating to membership.

Deputy City Manager Lopez spoke regarding her history and experience with The Palmdale Aerospace Academy Board of Directors.

Motion: Approve the Appointment of Deputy City Manager Lopez to The Palmdale Aerospace Academy Board of Directors
Moved by Richard J. Loa, seconded by Andrea Alarcón.

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

9) NEW BUSINESS

9.1) Adopt Resolution No. CC 2024-065, A Resolution of the City Council of the City of Palmdale approving the Parks and Recreation Master Plan.

Director of Parks and Recreation Smith provided an overview of the Parks and Recreation Master Plan. Tom Diehl of Berry Dunn discussed the action plan goals.

There was Council and staff discussion regarding the City parks and events.

Motion: Adopt Resolution No. CC 2024-065
Moved by Andrea Alarcón, seconded by Laura Bettencourt.

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

9.2) Adopt Resolution No. CC 2024-070, a Resolution of the City Council of the City of Palmdale ordering that an Ordinance be submitted to the voters at the General Municipal Election to be held on November 5, 2024, approving enacting an amendment to the City's Transactions and Use Tax, directing the City Attorney to prepare an Impartial Analysis of the Measure, setting priorities for filing a Written Argument relating to the Ballot Measure, and providing for Rebuttal Arguments relating to the Ballot Measure.

City Attorney Curley presented the staff report.

Council and staff discussed the proposed Measure language, cost assessment, public education, and letter designation.

Councilmember Ohlsen was selected to write the argument in favor of the Measure.

Motion: Adopt Resolution No. CC 2024-070
Moved by Richard J. Loa, seconded by Eric Ohlsen.

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

10) CITY MANAGER'S REPORT

Assistant City Manager Mendez reported on the following: July 4th celebration; Neighborhood Watch event at Rancho Vista Park; Family Movie Nights at the Amphitheater; Dine and Drive Food Truck event at the Auto Mall on July 19; Summer Concerts, Fight Fentanyl event at Oasis Park; and cooling centers are available at the Library, Legacy Commons and Victory Outreach.

11) SHERIFF'S REPORT

Captain Cartmill reported on the following: Contract service compliance; Calls for service and response times; Part 1 Crimes; graffiti arrests, traffic enforcement collision prevention and traffic citations; firework suppression and citations; gun buyback event on September 20 in Poncitlan Square; provided the Sheriff's Department website for surveys and community feedback; and announced National Night Out on August 6 at Domenic Massari Park.

There were Council comments regarding illegal fireworks and a request to provide a one-page summary of the Sheriff's report.

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

12.1) Council reports, announcements, and requests for future agenda items.

Mayor Pro Tem Loa requested a future agenda item on the status of the acquisition of Palmdale Boulevard.

Councilmember Ohlsen reported on the following: The Matthew Perry Foundation awarded the Palmdale Community Foundation $10,000 for the Fight Fentanyl Campaign; Vets 4 Veterans golf tournament fundraising event; meeting with staff and Department of U.S. Forest Service on the recreation area at the Little Rock Dam; meeting with Sheriff Luna; and sent get well wishes to Mr. Barthe'.

Councilmember Alarcón reported on attending the flag ceremony and funeral services for Firefighter Pontious and requested a report on the Measure AV Committee memo that was submitted to the Council for consideration and review.

Mayor Pro Tem Loa reported on the following: 100th Anniversary of the celebration of Littlerock Dam; Juneteenth event; flag ceremony in honor of Firefighter Pontious; 26th Anniversary of Palmdale Sheriff's Station; and July 4th celebration event.

Mayor Bishop reported on the following: attended a graduation for the Sheriff's Vital Intervention and Directional Alternatives (VIDA) Program; events for veterans; meeting with SiFi; Legacy Commons Board Member Installation; AV Chambers 122nd Installation; and a Wall Mural graduation ceremony event.

13) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public comments: Eugene Hernandez commented on the status of City Committees and Commissions, retaining people in Palmdale, and rent control. Councilmember Alarcón made a correction to Mr. Hernandez' statement regarding the status of City Committees and Commissions; David Harris thanked Councilmembers Alarcón and Bettencourt for their support of non-profits

and Mayor Bishop for supporting the firework stands; Tammy Davis commented on Twin Palms Apartments safety conditions. Mayor Bishop directed Ms. Davis to Community Compliance Manager Vallarta; Marsha Furman spoke regarding the removal of her neighbor's tree by a fiberoptics company. Councilmember Ohlsen commented on a meeting that was held with SiFi regarding public complaints. Deputy Director of Public Works Hashemian stated he would investigate the issue. Councilmember Alarcón requested a copy of the contract for SiFi. Citizen (no name given) commented regarding Item 9.2, global warming, and other miscellaneous items.

Mayor Bishop announced the signing of a labor agreement with the High Desert Corridor, and Councilmember Ohlsen discussed the transportation revolution.

Councilmember Alarcón commented on the benefits of having a Community Workforce Agreement.

14) ADJOURN

Mayor Bishop adjourned the meeting at 9:04 pm to August 7, 2024, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, ADOPTED, and APPROVED this 7th day of August, 2024.

_____
Austin Bishop, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **AUGUST 7, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**
CITY CLERK DIVISION

DISTRICT: **ALL**

SUBJECT: **CITY COUNCIL NOMINATION AND APPOINTMENT OF ONE (1) MEMBER AND ONE (1) ALTERNATE TO THE LIBRARY BOARD OF TRUSTEES**

RECOMMENDATION

Staff recommends that the City Council:

1) Nominate and appoint one (1) member to the Library Board of Trustees for the remainder of a term to expire on June 30, 2026; and,

2) Nominate and appoint one (1) alternate member to the Library Board of Trustees to fill any unscheduled vacancy created by one of the sitting members.

District 1	District 2	District 5
Jamar Perkins	Sarah Busbee	Renee Esquer

BACKGROUND

The City's Library Board appointments are made in accordance with Section 2.32.020 of the Palmdale Municipal Code (PMC). Trustees are appointed by the Mayor with the majority approval of the City Council. In June 2024, the Council adopted Ordinance No. 1642, establishing an alternate member position. Appointing an alternate to fill any vacant position that may arise helps to ensure the continuity of the Library Board. Trustees serve a three-year term and must reside in the City of Palmdale.

DISCUSSION

There are currently two vacant seats on the board. An unscheduled vacancy was created due to the resignation of Library Board Trustee Orellano, with a term expiring on June 30, 2026. The adoption of Ordinance No. 1642, establishing an alternate trustee

position, created the second vacancy. Recruitment to fill both positions was advertised on the City's social media platforms and website.

FISCAL IMPACT

$3,000; Board Trustees receive $100 per meeting, and the Chair receives $150. Funds are budgeted in Account No. 10118001. Board meetings are held monthly on the second Wednesday.

STRATEGIC PLAN

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

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

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

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

Prepared by:	Rochelle Scott, 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:

Redacted applications

Rochelle Scott

From: noreply@civicplus.com
Sent: Tuesday, June 18, 2024 10:18 AM
To: City Clerk Department
Subject: Online Form Submittal: Library Board of Trustees Application

CAUTION: This email originated from outside of the organization.

Library Board of Trustees Application

Library Board of Trustees 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.

Library Board Information:	District 1
Name	Jamar R Perkins
Email Address	[redacted]
Address	[redacted]
City	palmdale
Zip Code	[redacted]
Home Number	[redacted]
Occupation	Director Of operations
Business Phone	6616046149
Why are you interested in this position?	I strongly believe education as well as the proper resources to receive the education beyond important in our community ,and i want to commit my time to helping the community find and access the resources they need.

How have you used libraries in the past?	i have used the library for my self and my kids
Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position.	i feel my experience working with people will help me connect and do the needed functions of the position
Have you had previous public service experience on a commission or public body?	Yes
Indicate the public agency, title of position, and duties.	Board Member for the city of palmdale's mobile home rental review board. CURRENT!
What do you hope to accomplish as a Library Trustee?	i hope to help my community and hopefully help improve the available resources for the members of the community.
In your opinion, what is the goal of the Library Board of Trustees and what benefit does it provide to the City of Palmdale?	advise the Library Director and staff on current and long-range needs, policies, program and facility rules; monitor the library's effectiveness in meeting the community's needs; and advocate for the Library.
List your education, highest year completed, and degrees, if any?	I am currently finishing my bachelors in business
Volunteer Information:	
REASONABLE ACCOMMODATIONS:	No
Please list all other languages you know.	
Language	english

Language Skills	Speak, Read, Write
Language	*Field not completed.*
Language Skills	*Field not completed.*
Specialized training/skills:	*Field not completed.*
Computer Skills:	Word , Photoshop, Excel, Adobe Creator, Access, PowerPoint
Is any or all of your volunteer time to be credited toward a project, certification or degree program for a school, community organization or religious program?	No
Please list	*Field not completed.*
Previous Volunteer/ Work Experience as it relates to your volunteer interests:	Palmdale mobile park rental review board member
In Case of Emergency:	
Whom should we notify?	
Name	[redacted]
Relationship to Applicant	[redacted]
Work Phone	[redacted]
Physician's Name:	[redacted]
Phone:	*Field not completed.*
Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)	[redacted]

knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a Livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types of volunteer work and that such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from the City's Volunteer Program. Further, I understand that as a volunteer, I am offering my services of my own free will without any expectation of compensation, benefits, or insurance of any kind (unless otherwise noted).

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Authorization and Release set forth on this day.	6/18/2024
Signature	Jamar R Perkins
If you wish, you may attach a copy of your resume to this application.	Jamar-Perkins (8).pdf

Interested individuals may apply online at https://www.cityofpalmdaleca.gov/363/Board-ofLibrary-Trustees. A hard copy may be e-mailed to cityclerkdepartment@cityofpalmdale.org, hand delivered or mailed directly to the Office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550.

Email not displaying correctly? View it in your browser.

Jamar Perkins

Director Of Operations

[redacted]

Highly effective management professional emphasizing innovation and creativity in solving complex problems. Energetic and results-focused with success in developing and leading diverse teams to achieve outstanding results. Seasoned Operations Manager who excels at streamlining operations to decrease costs and promote organizational efficiency.

Willing to relocate: Anywhere
Authorized to work in the US for any employer

Work Experience

Director of Operations

P40 Fashion-Palmdale, CA
November 2023 to Present

• Manage daily operational and administrative functions across security contracts employing Inter-Con employees
• Keep the SVP apprised of contract performance by accurately communicating status of compliance and identifying any deficiencies in a timely manner
• Support the SVP operational decision-making process
• Develop and implement project plans for key strategic initiatives designed to improve operations capabilities and responsiveness
• Compile productivity and performance SLAs, KPIs, and dashboard reports to ensure metrics are captured and reported for executive level consumption
• Ensure the highest standards of conduct, appearance, performance, and training are being met at all times.

Board Member

CITY OF PALMDALE-Palmdale, CA
July 2023 to Present

• The Mobile Home Park Rental Review Board protects mobile home park residents from excessive rents while providing a just and reasonable return to mobile home park owners.

Production Operator I

PPG-Valencia, CA
May 2023 to September 2023

setting up, monitoring, and maintaining machines and equipment used in production lines

Truck Driver

RYDER INTERGRADED LOGISTICS-Sylmar, CA
September 2020 to February 2023

• Completed daily pre and post-trip inspection checklist

• Drove no touch freight and touch truck
• Delivered merchandise to clients
• Resolved customer complaints
• Loaded and unloaded trailer and tractor trailer
• Adhered to Department of Transportation (DOT) regulations

Data Analyst

Omni Agent Solutions-Woodland Hills, CA
June 2020 to September 2020

Designing and maintaining data systems and databases; this includes fixing coding errors and other data-related problems. Mining data from primary and secondary sources, then reorganizing said data in a format that can be easily read by either human or machine.

CSR - Customer Service Representative

SGPS Inc. Showrig-Compton, CA
August 2019 to March 2020

• Assisted customers with a warm and professional attitude
• Processed orders, exchanges, refunds and customer transactions
• Assisted customers with questions
• Interacted with customers through live chat
• Kept records of customer complaints
• Handled emails, inbound calls, and outbound calls
• Monitored claims and physician-related services
• Performed data entry for customer information, shipments and orders
• Took inventory

Bottle/label/filler machine operator

Barton Brands-Compton, CA
October 2018 to February 2019

My job duties were to operate and monitor the filler ,labeler and bottle line
• Maintained machining equipment
• Visually inspected equipment parts and deliveries
• Set up tools and production areas
• Managed production lines
• Ensured the packaging material inventory was accurate
• Excellent communication skills
• i was hired to clean up the production lines and properly dispose of production materials , after my work cleaning i was promoted and trained as a machine operator.

On-Site Manager

Swift transportation-Decatur, GA
October 2014 to June 2018

• Investigated and resolved customer inquiries and complaints in an empathetic manner.
• Cross-trained and backed up other customer service managers.
• Adhered to all confidentiality requirements at all times.
• Met all customer call guidelines including service levels, handle time and productivity.
• Solved unresolved customer issues.
• Promptly responded to inquiries and requests from prospective customers.

• Strong leader of customer support staff.
• Scheduled staff shifts to cover peaks and lulls in customer inquiries.
• Trained staff on operating procedures and company services.
• Identified individual development needs with appropriate training.

Truck Driver Class A
Swift Transportation-Decatur, GA
October 2014 to February 2018

Delivery Driver
PepsiCo-Stone Mountain, GA
March 2015 to February 2016

d-bay delivery driver local

Warehouse supervisor
Pcca-Elkridge, MD
January 2012 to February 2014

• Supervised a team of 25 associates.
• Reduced employee turnover by 22% through • Established operational objectives and work plans and delegated assignments to subordinate managers.
• Directed the work of 5independent contractors.

Education

Bachelor's degree in Business Management
Western Governors University - Utah
August 2023 to Present

Associate in Engineering
College of the Canyons - Santa Clarita, CA
August 2022 to Present

Skills

• BUDGETING (Less than 1 year)
• BUYING/PROCUREMENT (Less than 1 year)
• COST REDUCTION (Less than 1 year)
• CUSTOMER RELATIONS (Less than 1 year)
• DETAIL-ORIENTED (Less than 1 year)
• Customer Service
• Team Lead
• Call Center
• Customer Care
• Operation
• Osha

- Site Safety
- Onsite
- Data Mining
- Live Chat
- Warehouse Supervisor Experience
- Adobe Acrobat
- Typing
- QuickBooks
- Production Management
- Six Sigma
- Project Planning
- Assembly
- Soldering
- GPS
- Quality control
- Flatbed
- Communication skills
- Manufacturing
- Computer skills

Certifications and Licenses

Forklift Certified
August 2019 to Present

CDL A
October 2014 to Present

Six sigma white belt
March 2023 to Present

Project Management
August 2023 to Present

CDL

CDL B

Motorcycle License

Lean Six Sigma Certification

Additional Information

Skills

• Cost reduction strategies • Human resources management
• Employee relations
• Expense reports
• Performance evaluations
• Work flow planning
• Detail-oriented
• Superb time management skills
• Project management
• Sales background
• Project planning and development
• Budgeting and forecasting
• Customer relations specialist
• Process improvement
• Organized
• Purchasing and procurement
• Unsurpassed work ethic
• Results-oriented
• Dependable
• Natural leader
• Logistics management
• Manufacturing
• Microsoft word
• As400
• Rt-pro

Rochelle Scott

From: noreply@civicplus.com
Sent: Saturday, June 29, 2024 4:16 PM
To: City Clerk Department
Subject: Online Form Submittal: Library Board of Trustees Application

CAUTION: This email originated from outside of the organization.

Library Board of Trustees Application

Library Board of Trustees Application

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Library Board Information:	District 2
Name	Sarah Busbee
Email Address	[redacted]
Address	[redacted]
City	Palmdale
Zip Code	[redacted]
Home Number	[redacted]
Occupation	Kumon Instructor's Assistant, Graduate Student
Business Phone	*Field not completed.*
Why are you interested in this position?	I am interested in this position because I am currently a library and information science student, and I want to be more involved in my community's library. I recognize the importance of the library in the City of Palmdale and how it provides access to books, movies, music, and more. This resource is invaluable and shapes the foundation of our community. I want to be a

	part of protecting the library and making sure that everyone in our community is aware of this treasure.
How have you used libraries in the past?	I grew up visiting the Palmdale Youth Library, which is unfortunately no longer in service. My time at the Youth Library informed my early love of books, which influenced my educational choices in English and Library and Information Science. As a child, I also attended a rural school, and I would visit the Bookmobile every week. I have often used my school libraries to borrow textbooks and reserve study rooms, which helped me save money while pursuing my degrees. I have also used libraries for entertainment alongside academic purposes.
Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position.	In my current position as an instructor's assistant, I was able to identify a need of the customers, articulate that need to my supervisors, implement my plan for meeting that need, and better serve our customers. The need that I was able to recognize was that a stronger reading program was necessary for fostering more confident young readers. Early reading was something I personally was privileged enough to experience, and I recognize how important it is for my students. The library is also incredibly important for supporting literacy at all levels, and I encourage my students to visit the library to read the books that are featured as excerpts in their worksheets.
Have you had previous public service experience on a commission or public body?	No
What do you hope to accomplish as a Library Trustee?	As a Library Trustee, I hope to establish a better understanding of what the community's wants and needs are, reach the youth of our community who may not be fully aware of what the library offers, and highlight how important and integral the library is.
In your opinion, what is the goal of the Library Board of Trustees and what benefit does it provide to the City of Palmdale?	The goal of the Library Board of Trustees is to serve the people of Palmdale by cultivating learning, interest, and innovation, which builds our community.
List your education, highest year completed, and degrees, if any?	18 units completed in MLIS Bachelor of Arts in English Associate of Arts in English

Volunteer Information:

REASONABLE ACCOMMODATIONS:	No

Please list all other languages you know.

Language	English
Language Skills	Speak, Read, Write
Language	*Field not completed.*
Language Skills	*Field not completed.*
Specialized training/skills:	*Field not completed.*
Computer Skills:	Word , PowerPoint
Is any or all of your volunteer time to be credited toward a project, certification or degree program for a school, community organization or religious program?	No
Please list	*Field not completed.*
Previous Volunteer/ Work Experience as it relates to your volunteer interests:	Customer service, tutoring children aged preschool through high school

In Case of Emergency:

Whom should we notify?

Name	[redacted]
Relationship to Applicant	[redacted]
Work Phone	[redacted]
Physician's Name:	[redacted]
Phone:	[redacted]

Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)	[redacted]

AUTHORIZATION AND RELEASE

knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a Livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types of volunteer work and that such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from the City's Volunteer Program. Further, I understand that as a volunteer, I am offering my services of my own free will without any expectation of compensation, benefits, or insurance of any kind (unless otherwise noted).

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Authorization and Release set forth on this day.	6/29/2024
Signature	Sarah Busbee
If you wish, you may attach a copy of your resume to this application.	Sarah Busbee Resume-1.pdf

Interested individuals may apply online at https://www.cityofpalmdaleca.gov/363/Board-ofLibrary-Trustees. A hard copy may be e-mailed to cityclerkdepartment@cityofpalmdale.org, hand delivered or mailed

directly to the Office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550.

Email not displaying correctly? View it in your browser.

Sarah Busbee

[redacted]

EXPERIENCE

Kumon Instructor's Assistant

August 2022 - Present

As an assistant instructor, I help students strengthen their academic skills in reading, writing, and math. Other responsibilities include proctoring exams, grading assignments, and customer service.

Illustrator - Healthy Strong and Smart

September 2020 - April 2021

I worked diligently as an illustrator for an independent publishing company's children's book project. I demonstrated my capabilities to follow instructions and work in a team.

Debutante - Alpha Charter Guild

April 2018 - November 2018

As a debutante, I participated in volunteer work at the MOAH, the Poppy Festival, and with the Boys & Girls Club. I demonstrated my ability to be kind, polite, and helpful to guests.

JROTC Cadet - Highland High School

June 2017 - May 2018

As a cadet, I demonstrated leadership skills in my roles as a flight commander and leader of an award-winning drill team. I was a volunteer at the AV Vietnam Wall and the Joe Davies Heritage Airpark.

EDUCATION

University of Arizona - Master's in Library and Information Science

August 2023 - Present

CSU Channel Islands - Bachelor's in English, Cum Laude

August 2020 - May 2022

Antelope Valley College - Associate's in English, Magna Cum Laude

August 2018 - May 2020

Rochelle Scott

From: noreply@civicplus.com
Sent: Friday, June 21, 2024 8:10 AM
To: City Clerk Department
Subject: Online Form Submittal: Library Board of Trustees Application

CAUTION: This email originated from outside of the organization.

Library Board of Trustees Application

Library Board of Trustees 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.

Library Board Information:	District 5
Name	Renee Esquer
Email Address	[redacted]
Address	[redacted]
City	Palmdale
Zip Code	[redacted]
Home Number	[redacted]
Occupation	Customer service
Business Phone	*Field not completed.*
Why are you interested in this position?	I'm interested in this position because I would like to be able to contribute to our community.
How have you used libraries in the past?	My kids and I attend the library regularly. I've also monitored bio family visits there for foster children in the past.

Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position.	I've worked in customer service for over 15 years. Im able to work very well with others.
Have you had previous public service experience on a commission or public body?	No
What do you hope to accomplish as a Library Trustee?	I hope to assist in meeting the needs of our community.
In your opinion, what is the goal of the Library Board of Trustees and what benefit does it provide to the City of Palmdale?	In my opinion the goal is to establish the mission and overall management of the library.
List your education, highest year completed, and degrees, if any?	Associate's degree in behavioral sciences
Volunteer Information:	
REASONABLE ACCOMMODATIONS:	No

Please list all other languages you know.

Language	Spanish
Language Skills	Speak, Read, Write
Language	*Field not completed.*
Language Skills	*Field not completed.*

Specialized training/skills:	*Field not completed.*
Computer Skills:	Word , Excel
Is any or all of your volunteer time to be credited toward a project, certification or degree program for a school, community organization or religious program?	No
Please list	*Field not completed.*
Previous Volunteer/ Work Experience as it relates to your volunteer interests:	*Field not completed.*
In Case of Emergency:	
Whom should we notify?	
Name	[redacted]
Relationship to Applicant	[redacted]
Work Phone	[redacted]
Physician's Name:	[redacted]
Phone:	[redacted]
Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)	[redacted]

AUTHORIZATION AND RELEASE

knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a Livescan fingerprint scan submission via the California

Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types of volunteer work and that such information collected during the check will be kept confidential. I understand that false or misleading statements shall be sufficient grounds for disqualification from the City's Volunteer Program. Further, I understand that as a volunteer, I am offering my services of my own free will without any expectation of compensation, benefits, or insurance of any kind (unless otherwise noted).

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Authorization and Release set forth on this day.	6/21/2024
Signature	Renee Esquer
If you wish, you may attach a copy of your resume to this application.	*Field not completed.*

Interested individuals may apply online at https://www.cityofpalmdaleca.gov/363/Board-ofLibrary-Trustees. A hard copy may be e-mailed to cityclerkdepartment@cityofpalmdale.org, hand delivered or mailed directly to the Office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550.

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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: August 7, 2024

During the period July 1 through July 31, 2024, I attended the following meetings and events:

July 3	Spanish Talk Radio
July 3	Council Briefing regarding Agenda Items
July 4	Fireworks Celebration at Palmdale Amphitheater
July 8	High Desert Corridor Press Conference with Labor
July 8	North County Transportation Corridor JPA Board Meeting
July 10	Meeting with Sheriff Luna
July 10	Regular Council Meeting
July 11	Multi-Agency Regional Resilience Center Groundbreaking
July 11	County Sanitation Districts 14 and 20 Board of Directors Meeting
July 12	MedStat Health and Safety Services Ribbon Cutting
July 12	Plant 42 Retirement Ceremony for Dr. David Smith
July 12	Family Movie Night at Palmdale Amphitheater
July 13	Club Pilates Grand Opening/Ribbon Cutting
July 16	AVAQMD Board of Directors Meeting
July 18	Edwards AFB Civilian-Military Annual BBQ
July 20	Summer Concert Series-Flo Rida at Palmdale Amphitheater

July 22	Pathway to Home to LA County Briefing
July 24	Lee Esther’s Creole and Cajun Eatery-Assembly District 39 Small Business of the Month
July 25	Fight Fentanyl Summer Program Graduation
July 27	Baracoa Cuban Restaurant Patio Grand Opening
July 31	Council Briefing regarding Agenda Items

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: August 7, 2024

During the period July 1 through July 31, 2024, I attended the following meetings and events:

July 3	Spanish Talk Radio
July 3	Palmdale Sheriff's Boosters
July 4	Fireworks Celebration at Palmdale Amphitheater
July 8	High Desert Corridor Press Conference with Labor
July 8	North County Transportation Corridor JPA Board Meeting
July 8	Council Briefing regarding Agenda Items
July 9	District 2 Neighborhood Watch at Rancho Vista Park
July 10	Regular Council Meeting
July 11	Multi-Agency Regional Resilience Center Groundbreaking
July 11	County Sanitation Districts 14 and 20 Board of Directors Meeting
July 11	High Desert Corridor JPA Board of Directors Meeting
July 12	Plant 42 Retirement Ceremony for Dr. David Smith
July 13	Club Pilates Grand Opening/Ribbon Cutting
July 16	AVAQMD Board of Directors Meeting
July 18	Edwards AFB Civilian-Military Annual BBQ
July 20	Summer Concert Series-Flo Rida at Palmdale Amphitheater

July 23	AVTA Board of Directors Meeting
July 25	AV Fair JPA Board Meeting
July 26	Executive Committee for Regional Homeless Alignment Meeting in DTLA
July 27	Baracoa Cuban Restaurant Patio Grand Opening

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: August 7, 2024

During the period July 1 through July 31, 2024, I attended the following meetings and events:

July 3 Council Briefing regarding agenda items

July 4 Fireworks Celebration at Palmdale Amphitheater

July 10 Regular Council Meeting

July 31 Council Briefing regarding agenda items

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: August 7, 2024

During the period July 1 through July 31, 2024, I attended the following meetings and events:

July 3	Council Briefing regarding agenda items
July 4	Fireworks Celebration at Palmdale Amphitheater
July 5	Farmers Market
July 8	High Desert Corridor Press Conference with Labor
July 8	North County Transportation Corridor JPA Board Meeting
July 10	Meeting with Sheriff Luna
July 10	Regular Council Meeting
July 11	Multi-Agency Regional Resilience Center Groundbreaking
July 11	High Desert Corridor JPA Board of Directors Meeting
July 12	LA County and Littlerock Community Meeting regarding Pearblossom Hwy/SR 138 Road Safety
July 25	Fight Fentanyl Summer Program Graduation
July 29	Interview for Alta FC Documentary
July 31	Council Briefing regarding agenda items