



P A L M D A L E

a place to call home

**CITY COUNCIL
SUCCESSOR AGENCY
HOUSING AUTHORITY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, SEPTEMBER 4, 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
COMMISSIONERS FRAGA-SAENZ, BETTS

3. PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

4. PRESENTATION

- 4.1 Presentation by Matthew Perry Foundation on Grassroots Recovery Grant to the Fentanyl Campaign.

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. HOUSING AUTHORITY CONSENT CALENDAR

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

6.1 Approve the Housing Authority of the City of Palmdale's Annual Report per Health and Safety Code Section 34328 and 34328.1 and authorize the Executive Director or her Designee to submit the report to the State of California Department of Housing and Community Development (HCD)

[SR HA Annual Report 2023-24.docx](#)
[HA Annual Report 2023-24.pdf](#)

6.2 Approve the minutes from the previous meetings.

[HA Minutes 06 26 2024.pdf](#)
[HA Minutes 08 21 2024.pdf](#)

7. CONSENT CALENDAR

All matters listed under the Consent Calendar will be enacted by one motion unless an

item(s) is pulled by Council, in which case the item(s) will be removed from the Calendar and will be considered separately following this portion of the Agenda.

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

- 7.2 Receive and File the Monthly Investment Activity Reports for July 2024.
[SR Investment Report JULY 2024.docx](#)
[Rpt. City & Successor Monthly Investment Activity Report July 2024.pdf](#)

- 7.3 Approve the First Amendment to Agreement with Patriot Environmental Services, Inc. for as-needed biohazard clean-up and removal services, increasing the Agreement by \$360,000 for a total not to exceed amount of \$445,000 for the remainder of the contract term through June 2027.
[SR Agrmt No. A-7973 First Amendment with Patriot Environmental Services Inc.docx](#)
[Agrmt No. A-7973 First Amendment with Patriot Environmental Services, Inc.pdf](#)
[Agrmt No. A-7973 with Patriot Environmental Services, Inc.pdf](#)

- 7.4 Approve Agreement with Monarch Landscape Holdings, LLC dba Terracare Associates for maintenance services at parks, facility grounds, and transit sites in an amount not to exceed \$14,802,990 for the remaining nine months of Fiscal Year 2024-2025 and the subsequent four fiscal years for a total contract term of fifty-seven months.
[SR Agrmt No. A-8970 with Monarch Landscape Holdings LLC.docx](#)
[Agrmt No. A-8970 with Monarch Landscape Holdings, LLC.pdf](#)
[Atch 1 RFP No. 24-001-3500.pdf](#)

- 7.5 Approve a budget amendment of \$601,718 for Antelope Valley Transit Authority operating costs for Fiscal Year 2024-2025.
[SR AVTA Budget Amendment.docx](#)
[AVTA update to Agencies Costs.pdf](#)

- 7.6 Approve the First Amendment to the agreement with Paragon Partners Consultants, Inc. for PN 653, SR 138 Widening 5th to 10th East Project, to increase the agreement by \$25,420 for the total not to exceed the amount of \$204,270 with an extension of 722 calendar days for a total of 1,357 calendar days.
[SR Agrmt No. A-7415 First Amendment with Paragon Partners Consultants Inc.docx](#)
[Agrmt No. A-7415 First Amendment with Paragon Partners Consultants, Inc.pdf](#)
[Agrmt No. A-7415 with Paragon Partners Consultants, Inc.pdf](#)

- 7.7 Approve the minutes from the previous meeting.
[Minutes 08 21 2024.pdf](#)

8. PUBLIC HEARING

8.1 Public Hearing to receive Public Comments on the Draft Consolidated Annual Performance Evaluation Report (CAPER) for Fiscal Year 2023-2024; Review, approve and authorize the City Manager or her Designee to make necessary changes and submit the CAPER report to the U.S. Department of Housing and Urban Development (HUD) by September 28, 2024, in compliance with HUD Regulations.

[SR Palmdale 23-24 CAPER Report.docx](#)
[Draft Palmdale 23-24 CAPER Report.pdf](#)

9. APPOINTMENTS

9.1 City Council Nomination and Appointment of One (1) Member to the Mobile Home Park Rental Review Board.

[SR Appt Mobile Home Park Rental Review Board.docx](#)
[Apps Redacted.pdf](#)

9.2 City Council Reappointment of Six (6) Commissioners to the Public Art Commission and Nomination and Appointment of One (1) Commissioner to fill the vacant seat for a Professional Artist.

[SR Appt Public Art Commission.docx](#)
[Apps Redacted.pdf](#)

10. CITY MANAGER'S REPORT

11. SHERIFF'S REPORT

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

13. 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.

14. **ADJOURN** meeting to September 18, 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.



Housing Authority Staff Report

DATE: **SEPTEMBER 4, 2024**

TO: **HONORABLE CHAIR AND COMMISSIONERS**

FROM: **NEIGHBORHOOD SERVICES DEPARTMENT**

DISTRICT: **ALL**

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

RECOMMENDATION

Staff recommends that the Housing Authority:

1. Approve the Housing Authority of the City of Palmdale's 2023-2024 Annual Report per Health and Safety Code Section 34328 and 34328.1; and,
2. Authorize the Executive Director or her designee to submit the report to the State of California Department of Housing and Community Development (HCD).

BACKGROUND

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

DISCUSSION

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

(former Redevelopment Agency), and the Housing Asset Funds proceeds from the assumed assets of the former Redevelopment Agency. The Annual Report demonstrates compliance with the reporting requirements of Sections 34328 and 34328.1.

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

FISCAL IMPACT

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

STRATEGIC PLAN

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

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

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

ATTACHMENTS

2023-2024 Housing Authority of the City of Palmdale Annual Report

Housing Authority of the City of Palmdale



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2023-2024 Annual Report

Pursuant to Health and Safety Code Sections 34328 and 34328.1

Contact:
Neighborhood Services Department
Sophia Reyes, Director
Becky Bartlett, Analyst II
38250 Sierra Highway
Palmdale, California 93550
(661) 267-5126
September 4, 2024

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 - b. Management of Housing Authority-Owned Properties
 - c. Housing Authority Affordable Housing Activities
- III. Other Required Information

I. PREFACE

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

II. REPORT OF AFFORDABLE HOUSING ACTIVITIES

a. Assumption of Housing Assets from Former Redevelopment Agency

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

b. Management of Housing Authority-Owned Properties

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

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

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

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

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

c. Housing Authority Affordable Housing Activities

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

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

1. First Amendment with The Salvation Army (A-8366) to amend the budget to include an administrative line item without changing the total agreement amount. Homelessness Prevention and Rapid Rehousing Program.
2. Third Amendment with GPA Consulting (A-7956) for Historical Property Evaluation Report for 38107 10th St East in Palmdale.
3. Third Amendment with LDM (A-7160) for Rehabilitation Management Services to increase the agreement not to exceed amount.
4. Second Amendment with Ravello Mods Palmdale 118, LLC. is extending the Excess Loan Agreement (A-8008) for the development of 118 affordable housing units.
5. First Amendment with Keyser Marston A-7134 for Financial Analysis Services to extend and to increase the agreement not to exceed amount.
6. First Amendment RSG, INC. A-7135 to extend the agreement for an additional one-year term.

7. Agreement with Nash Construction A-8565 for ongoing general contractor and minor construction services.
8. Agreement with MBE Construction A-8566 for ongoing general contractor and minor construction services.
9. Agreement with Houalla/Metro A-8558 for ongoing general contractor and minor construction services.
10. Agreement with Tip Top Arborists A-8654 for professional arboricultural services.
11. Termination of Affordable Housing Agreement A-6987 with Ninth Patriot LLC.
12. Agreement with Dan Contractor A-8520 for the rehabilitation of unit #135 at Summerwood Apartments.
13. Agreement with Absolute International Security (AIS) A-8811 for security services at the Housing Authority facilities.
14. Agreements under the Veterans Purchase Assistance Loan Program (VPAL):
 - a. (A-8459) Lot #37
 - b. (A-8636) Lot #44
 - c. (A-8637) Lot #33
 - d. (A-8638) Lot #34
 - e. (A-8665) Lot #24
 - f. (A-8669) Lot #23
 - g. (A-8674) Lot #43
 - h. (A-8713) Lot #26
 - i. (A-8714) Lot #35
 - j. (A-8715) Lot #36
 - k. (A-8793) Lot #25

III. OTHER REQUIRED INFORMATION

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

The Housing Authority recommends legislation to address the State of California Department of Finance's refusal to use Redevelopment Property Tax Trust Funds

(RPTTF) to pay Housing Authority administrative costs relating to the transferred housing assets and obligations of former Redevelopment Agencies.

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

MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JUNE 26, 2024

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:01 pm.

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

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

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

ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Bishop announced that the meeting would be adjourned in honor of Firefighter Andrew Pontious.

Mayor Pro Tem Loa led the pledge of allegiance.

4) PUBLIC COMMENTS

CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

Public Comments: None.

Councilmember Alarcón suggested hearing the consent calendar at this time. There was no Council consensus.

Mayor Pro Tem Loa requested that Joint Public Hearing Item 7.1 be heard at this time. There was Council consensus.

5) CONSENT CALENDAR

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

- 5.2) Approve Project Authorization A under Master Services Agreement with NBS Government Finance Group to provide Assessment District and Community Facility District administration, other related consulting services, and continuing disclosure services in an amount not to exceed \$1,160,000 for a term of five (5) years.
- 5.3) Approve Purchase Order 20250000 with Amazon Capital Services, Inc. dba Amazon Business in an amount not to exceed \$217,000 for FY 2024-25.
- 5.4) Adopt Resolution No. CC 2024-053, a Resolution of the City Council of the City of Palmdale establishing an appropriations limit for Fiscal Year 2024-25 pursuant to Article XIII B of the California Constitution and repeal Resolution No. CC 2023-042.
- 5.5) Approve Agreement with Hinderliter, de Llamas & Associates (HdL) for Sales, Use, and Transaction Tax Audit and Information Services in an amount not to exceed \$262,000 for a five (5) year term.
- 5.6) Approve agreement with Pro West and Associates, Inc. to provide Geographical Information System (GIS) services in a not to exceed amount of \$300,000 for a three (3) year term.
- 5.7) Adopt Resolution No. CC 2024-060, a Resolution of the City Council of the City of Palmdale approving the Salary and Benefits Policy.
- 5.8) Adopt Resolution No. CC 2024-063, a Resolution of the City Council of the City of Palmdale approving the application for specified grant funds from the Budget Act of 2023, 19.561(B)(14), as clarified by Assembly Budget Committee Letter dated May 8, 2024: Improvements and Maintenance to any City Park in the City of Palmdale.
- 5.9) Award Invitation for Bid and approve requisition with Hasa, Inc. for pool chemical supplies in an amount not to exceed \$212,500 for Fiscal Year 2024-2025.
- 5.10) Award Invitation for Bid and approve requisition with Morgan Ingland LLC for commercial streetlight poles in an amount not to exceed \$227,487 Fiscal Year 2024-2025.

Councilmember Alarcón pulled this item for discussion.

Director of Public Works Glidden provided an overview of the item.

The Council and staff discussed replacing streetlight poles, traffic speed, solar-powered streetlights, a feasibility study, and converting park lights to solar.

Motion: Award Invitation for Bid and approve requisition with Morgan Ingland LLC for commercial streetlight poles in an amount not to exceed \$227,487 Fiscal Year 2024-2025.

Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

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

- 5.11) Award Invitation for Bid and approve Requisition with Walsma Oil Company, Inc. for Bulk Diesel and unleaded fuel in an amount not to exceed \$650,000 for Fiscal Year 2024-2025.
- 5.12) Approve Consultant Agreement with Transtech Engineers, Inc. for Acting City Engineer and Traffic Engineer staff augmentation support services in the amount of \$222,300 for a term of nine months.
- 5.13) Adopt Resolutions initiating the Tuesday, November 5, 2024, City of Palmdale General Municipal Election: Adopt Resolution No. CC 2024-043, a Resolution of the City Council of the City of Palmdale, California, calling for the holding of a General Municipal Election to be held on Tuesday, November 5, 2024, for the election of certain Officers as required by the provisions of the City of Palmdale Charter; Adopt Resolution No. CC 2024-044, a Resolution of the City Council of the City of Palmdale, California, requesting the Board of Supervisors of the County of Los Angeles to consolidate a General Municipal Election to be held on Tuesday, November 5, 2024, with the Statewide General Election to be held on the same date pursuant to Section 10403 of the Elections Code; and, Adopt Resolution No. CC 2024-045, a Resolution of the City Council of the City of Palmdale, California, adopting regulations for Candidates for Elective Office pertaining to Candidate Statements submitted to the voters at the General Municipal Election to be held on Tuesday, November 5, 2024.
- 5.14) Approve Agreement with Konica Minolta Business Solutions USA, Inc. for document imaging and indexing services for a not to exceed amount of \$681,120 for a term of three (3) years with the option to extend for two additional terms of one (1) year each.
- 5.15) Approve the minutes from the previous meeting.

Motion: Approve all items listed under the Consent Calendar with the exception of item 5.10.

Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

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

6) JOINT CONSENT CALENDAR CC/SA/HA/IDA/PAA/PCA/PFA

6.1) Adopt Joint Resolution of the City Council of the City of Palmdale No. CC 2024-062, Successor Agency to the Community Redevelopment Agency of the City of Palmdale No. SA 2024-013, the Palmdale Civic Authority No. PCA 2024-002, the Housing Authority of the City of Palmdale No. HA 2024-005, the Industrial Development Authority No. IDA 2024-002, the Palmdale Airport Authority No. PAA 2024-002, the Palmdale Financing Authority No. PFA 2024-004, collectively the Approving Legislative Bodies (ALB) authorizing the City Manager to bind insurance coverage annually for the approved legislative bodies.

6.2) Approve the minutes from the previous meetings.

Motion: Approve all items listed under the Joint Consent Calendar.

Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (7-0)

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

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

7.1) Adopt Joint Resolution of the City Council of the City of Palmdale No. CC 2024-064, the Successor Agency to the Community Redevelopment Agency of the City of Palmdale No. SA 2024-012, the Palmdale Civic Authority No. PCA 2024-001, the Housing Authority of the City of Palmdale No. HA 2024-004, the Industrial Development Authority No. IDA 2024-001, the Palmdale Airport Authority of the City of Palmdale No. PAA 2024-001, and the Palmdale Financing Authority No. PFA 2024-003 approving and adopting the City of Palmdale's Annual Budget for Fiscal Year 2024-25, and approving revenue and expenditure adjustments to Fiscal Year 2023-24; Adopt Resolution No. CC 2024-066, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Schedule for general positions; Adopt Resolution No. CC 2024-067, a Resolution of the City Council of the City of Palmdale amending the Classification and Pay Plan for bargaining unit positions; Adopt Resolution No. CC 2024-068, a Resolution of the City Council of the City of Palmdale amending the Classification and Pay Plan for Parks and Recreation Unbenefited positions; and, Adopt Resolution No. CC 2024-069, a Resolution of the City Council of the City of Palmdale amending the Classification and Pay Plan for Y-Rated positions.

City Clerk Scott read the resolution titles for Joint Resolution Nos. CC 2024-064, SA 2024-012, PCA 2024-001, HA 2024-004, IDA 2024-001, PAA 2024-001, PFA 2024-002, and CC 2024-066, CC 2024-067, and CC 2024-068.

Mayor Bishop opened the Public Hearing and called for public testimony.

Public Testimony: None

Mayor Bishop closed the Public Hearing.

Motion: Adopt Resolution No. HA 2024-004

Moved by Richard J. Loa, seconded by Christina Fraga-Saenz.

Vote: Motion carried (7-0)

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

Council expressed their support for the balanced budget and the employees.

There was Council and staff discussion regarding park facilities, mental health budget allocation, business retention budget allocation and outreach, recreational scholarships and outreach, and domestic violence programming and shelter. City Manager Perez spoke about the Parks Master Plan that would be brought to the Council in July and pointed out to the Council/Commissioners the Measure AV budget showing park funding. Director of Operations Samson provided an explanation for the mental health budget allocation and rollover. City Manager Perez spoke regarding fund allocations for business retention, recreational scholarships, veteran support, and the three-year plan for a domestic violence shelter. Neighborhood Services Director Reyes spoke regarding the non-profit partnerships, confidential location, and domestic violence programming and shelter.

City Manager Perez read Resolution No. CC 2024-069 into the record and mentioned that a corrective memo was distributed to the Council.

Vote: Motion carried (5-0)

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

Motion: Adopt Joint Resolution Nos. CC 2024-064, SA 2024-012, PCA 2024-001, IDA 2024-001, PAA 2024-001, PFA 2024-003 and CC 2024-067, CC 2024-068, and CC

2024-069

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

Mayor Bishop recessed the meeting from 5:53 pm - 6:01 pm.

Mayor Bishop presented Captain Bardon with a certificate for the 26th Anniversary of the Palmdale Sheriff's Station.

8) PUBLIC HEARING

- 8.1) Adopt Resolution No. CC 2024-059, a Resolution of the City Council of the City of Palmdale restating in its entirety the City of Palmdale Master Schedule of Fees and repealing all prior enactments inconsistent with this Resolution.

City Clerk Scott read the title of Resolution No. CC 2024-059.

Mayor Bishop opened the Public Hearing and called for public testimony.

Public Testimony: None.

Mayor Bishop closed the Public Hearing.

There was Council and staff discussion regarding the Consumer Price Index (CPI) increase.

Motion: Adopt Resolution No. CC 2024-059, a Resolution of the City Council of the City of Palmdale restating in its entirety the City of Palmdale Master Schedule of Fees and repealing all prior enactments inconsistent with this Resolution.

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.

- 82) Introduce and Adopt Ordinance No. 1643, an Ordinance of the City Council of the City of Palmdale, approving General Plan Amendment 24-0002, Zone Change 24-0002, and Comprehensive Development Plan 24-0003 finding that the project is consistent with Program Environmental Impact Report 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045) and direct staff to make necessary modifications to the Palmdale Transit Area Specific Plan.

City Clerk Scott read the title of Ordinance No. 1643.

A motion was made and carried unanimously to introduce Ordinance No. 1643. Planning Manager Magana presented the staff report.

Mayor Pro Tem Loa spoke regarding the benefits of adopting this item.

Mayor Bishop opened the Public Hearing and called for public testimony

Public Testimony: None.

Mayor Bishop closed the Public Hearing.

Motion: Adopt Ordinance No. 1643, approving General Plan Amendment 24-0002, Zone Change 24-0002, and Comprehensive Development Plan 24-0003 finding that the project is consistent with Program Environmental Impact Report 22-002 prepared and certified in conjunction with the City's General Plan (Palmdale 2045) and direct staff to make necessary modifications to the Palmdale Transit Area Specific Plan.

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) CITY MANAGER'S REPORT

City Manager Perez reported on the following: AV Taco Festival; Seasons of Service event; Juneteenth event; 4th of July celebration; Summer Concerts; Club Pilates grand opening; and encouraged citizens to sign up for Alert Palmdale to help the City communicate with citizens in the event of a natural disaster, emergency, or power outage.

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

Councilmember Ohlsen received an update on the feasibility study for the Sheriff's contract. Also, he requested a subcommittee on Criminal Justice and a committee on Pioneering Economic Development. The committees will include two members of the Council.

Councilmember Alarcón requested an update on the AVAQMD vs USEPA litigation, provided an update on the relinquishment of Palmdale Boulevard, and suggested that the City move forward with a grant program for non-profit and community organizations using independent oversight and management.

Mayor Pro Tem Loa requested that item 12.1 be moved over to the second meeting in July. There was Council consensus.

11) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Eugene Hernandez commented on Councilmember Alarcón's lack of constituent support. Councilmember Alarcón responded; Tony spoke about speed humps being added to Vista Leon and Olive Drive; Lou Walker, Influential Arts and the National Action Network, requested information on the Courson Arts Colony Apartments and programs; Roger Soderstedt commented on the positive response of Council to their constituents; and Jorge Ventura thanked the City for partnering with them on the taco festival and spoke about the successful event.

Councilmember Ohlsen commented on the taco festival and recommended widening the sidewalks for ADA compliance. Councilmember Bettencourt spoke about parking issues at the taco festival and suggested allowing parking at the Hammack Center and shuttling citizens over.

12) PRESENTATION BY CITY ATTORNEY

There was Council consensus to move Item 12.1 to the second meeting in July.

12.1) PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: City Attorney
Name: William P. Curley, III

This closed session is being held pursuant to the authority of California Government Code Section 54957.

13) ANNOUNCEMENT BY CITY ATTORNEY

None.

14) ADJOURN

Mayor Bishop adjourned the meeting at 6:45 pm, in honor of firefighter Andrew Pontious, to July 10, 2024, at 5:00 pm in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 4th day of September 2024.

Austin Bishop,
Mayor / Chair

ATTEST:

Rochelle Scott,
City Clerk / Authority Secretary

**MINUTES
CITY COUNCIL/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
AUGUST 21, 2024**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:02 pm.

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

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

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

ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance.

Mayor Bishop announced the meeting would be adjourned in honor of Danny Bazzell, Army veteran and Air Force employee and Dustin Roberto, Firefighter-Paramedic of Station 93.

4) PRESENTATIONS

4.1) Antelope Valley College update.

Mr. Shami Brar, Vice President of Administrative Services at Antelope Valley College, introduced staff and provided updates on the educational programs offered by Antelope Valley College, enrollment, and upgrades to the Palmdale campus.

Councilmember Bettencourt shared some fun facts and history on the Antelope Valley College and suggested bringing back the cooking class and Sheriff's Academy.

The Council spoke in favor of Antelope Valley College.

4.2) Illegal Dumping Plan update.

Innovation and Environmental Manager Lucha provided a detailed PowerPoint presentation on illegal dumping and shared the services offered by Waste Management.

Discussion ensued among Council and staff regarding illegal dumping, use of technology, and partnership with Caltrans.

5) PUBLIC COMMENTS
CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

City Attorney Curley asked the Council to consider adding a late agenda item and provided the background and reason for adopting the Caltrans protocol. He stated to add the item, it required a 4/5's vote and two findings: 1) The need came up after the posting of the agenda; and 2) There is a need to take immediate action.

There was Council and City Attorney discussion regarding the addition of the item and modifications to the document.

Motion: Add Emergency Item 6.8 to the agenda.

Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (4-1)

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

No: Andrea Alarcón.

Mayor Bishop requested that copies of the added document be provided to the public and called for a recess from 6:10 p.m. - 6:25 p.m.

The following individuals provided public comment on Item 6.8: Eugene Hernandez spoke regarding the unhoused and engaging community agencies that deal with homelessness; Marcos Alvarez suggested providing solutions for the unhoused; Marsha Furman suggested engaging citizens in the conversation for solutions; Anna Haynes expressed concerns on shelter for the unhoused; City Attorney Curley provided detailed information on the document protocols; David Harris spoke about safety concerns related to this item; and Roger Soderstedt spoke regarding fires in homeless encampments.

Items 6.3, 6.6, and 6.8 were pulled for discussion.

6) CONSENT CALENDAR

- 6.1) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).
- 6.2) Approve and Adopt Ordinance No. 1645, an Ordinance of the City Council of the City of Palmdale to promote Public Health, Safety, and Welfare by deleting, amending, and adding select provisions of the Palmdale Municipal Code related to procedures and policies governing construction of Public Works Projects and Professional Services in order to streamline and ensure consistency with State Law.
- 6.3) Adopt Resolution No. CC 2024-075, a Resolution of the City Council of the City of Palmdale to apply for and accept the Los Angeles County Council of Governments Interim Housing (IH) Service Fund.

Director of Neighborhood Services Reyes presented the staff report. Councilmember Alarcón asked questions about the applicant's selection process. Discussion ensued among Council and staff regarding the selection process and in support of the applicant. City Manager Perez provided

clarification on the applicant's selection process.

Motion: Adopt Resolution No. CC 2024-075

Moved by Eric Ohlsen, seconded by Laura Bettencourt.

Vote: Motion carried (4-1)

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

No: Andrea Alarcón.

6.4) Adopt Resolution No. CC 2024-076, a Resolution of the City Council of the City of Palmdale declaring its intention to renew the Palmdale Tourism Improvement District, establish the time and place of a public meeting and a public hearing and giving notice of such public meeting and public hearing.

6.5) Notice of Completion - Accept Public Street and Landscape Improvements for Tract 73068 located at Palmdale Boulevard and Oak Street.

6.6) Approve pre-qualified list of consultants to perform on-call professional engineering and architectural services with a not to exceed total aggregate amount of \$12,000,000 for a three-year term with the option to extend two one-year terms.

Councilmember Alarcón asked for clarification on the \$500K threshold for on-call services. City Manager Perez responded.

Motion: Approve pre-qualified list of consultants to perform on-call professional engineering and architectural services with a not to exceed total aggregate amount of \$12,000,000 for a three-year term with the option to extend two one-year terms.

Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

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

6.7) Approve the minutes from the previous meeting.

6.8) Adopt Caltrans and Governor's approach to ensure compliance with state mandates regarding management of unhoused individuals.

Mayor Bishop read a message from Chair Jung, Human Rights Advisory Committee, in favor of adding the emergency item related to the unhoused.

Mayor Bishop requested that the document be brought back to a future meeting for adjusting. He clarified that the document being adopted was a living document and just mirrors what the State and other local agencies have done. There was further discussion among Council and City Attorney Curley regarding modifications to the language of the document. Mayor Bishop suggested that the Council move forward and support the item.

Motion: Adopt Caltrans and Governor's approach to ensure compliance with state mandates regarding management of unhoused individuals.

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

Vote: Motion carried (4-1)

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

No: Andrea Alarcón.

Motion: Approve all items listed under the Consent Calendar except 6.3, 6.6, and 6.8.

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) JOINT PUBLIC HEARING CITY COUNCIL/HOUSING AUTHORITY

7.1) Adopt Resolution No. CC 2024-074, a Resolution of the City Council of the City of Palmdale approving an Affordable Housing Agreement between the Housing Authority of the City of Palmdale and Advancing Communities Together, Approving and Authorizing the Conveyance of Property located at 5th Street East and East Avenue Q-2 APN 3008-010-904 from the Housing Authority of the City of Palmdale to Advancing Communities Together, Approving a Permanent Local Housing Allocation Loan Agreement between the City of Palmdale and Advancing Communities Together, and making certain findings; and Adopt Resolution No. HA 2024-006, a Resolution of the Housing Authority of the City of Palmdale Approving an Affordable Housing Agreement between the Housing Authority of the City of Palmdale and Advancing Communities Together, Approving and Authorizing the Conveyance of Property from the Housing Authority of the City of Palmdale to Advancing Communities Together located at 5th Street East and East Avenue Q-2 APN 3008-010-904 and making certain findings

City Clerk Scott read the title of Resolution Nos. CC 2024-074 and HA 2024-006 into the record.

Director of Neighborhood Services Reyes presented the staff report.

Council and staff discussed the project's location, cost, construction timeline, tenant selection plan, marketing, and competitive process.

Public Testimony was received by the following individuals: Eugene Hernandez commented in opposition to approving the contract; Marsha spoke about the location and the new development; and Rossie Cherry, founder of Advancing Communities Together, spoke regarding the organization and expressed concerns regarding a tenant lottery.

Mayor Bishop closed the Public Hearing.

Councilmember Alarcón distributed a letter to the City Manager, City Attorney, and Council expressing her concerns regarding the city's fiduciary responsibility.

Mayor Bishop asked City Attorney Curley if everything was done properly. City Attorney Curley and City Manager Perez responded.

Motion: Adopt Resolution No. HA 2024-006 and Approve A-8908

Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (6-1)

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

Christina Fraga-Saenz, Dianne Betts.
No: Andrea Alarcón.

Motion: Adopt Resolution No. CC 2024-074 and Approve Agreement Nos. A-8909
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (4-1)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt.
No: Andrea Alarcón.

Mayor Bishop adjourned the Housing Authority at 7:41 pm.

8) CITY MANAGER'S REPORT

City Manager Perez reported on the following: Farmers Market; Family Movie Nights; Juried Art Exhibit and unveiling of Small Mural Mentor Program; SAVES client backpack distribution event August 24; Palmdale Youth Soccer opening on August 24; Assemblyman Lackey is hosting a Public Safety Forum on August 24 at the Doubletree at 11 am; Summer Concert Series August 24; State of the City on August 27 at the Palmdale Playhouse; Books and Barks on August 27 at the Library; Family Movie Night on August 23; and Nova Storage and Albe's Ice Cream grand openings.

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

Councilmember Ohlsen commented on the partnership with the California High-Speed Rail and their work on the designing of the transportation area and requested that a representative from Edison attend a future meeting to discuss billing.

Councilmember Alarcón reported on the District 5 Neighborhood Watch event and thanked staff and community partners.

Mayor Bishop spoke regarding addressing issues, community engagement, and hard work from staff.

10) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public comments: Eugene Hernandez discussed the allocation of City funds and appointments to City Boards, Commissions, and Committees; Leah Taylor, Palmdale Aerospace Teachers Association (PATA), commented on the school climate, teachers' contract, and letter of support; Carla Hubler, Renee Kimbrough, and Alyson Montez commented on animal euthanasia rates, spay and neuter help from the City, and stray dogs; Kristina Rivas discussed placement for her family who is unhoused, requested a report from the City on provided assistance, and safe and sane fireworks; Anessa Rivas spoke about the loss of her family home due to a fire caused by fireworks and future safety measures; Doug Schmidt thanked Council for their service, requested a protected bike lane off of Avenue R, and discussed lawn parking; Roger Soderstedt suggested displaying more puppy pictures to help with adoption; and Marsha discussed the different Measures that were assigned the letters AV (i.e. City of Palmdale and AV College).

11) ADJOURN

Mayor Bishop adjourned the meeting at 8:04 pm in honor of Danny Bazzell, Army veteran and Dustin Roberto, Firefighter-Paramedic Station 93, to August 27, 2024, at 2:30 p.m. at the Palmdale Playhouse located at 38334 10th Street East, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 4th day of September 2024.

Austin Bishop, Mayor

ATTEST:

Rochelle Scott, City Clerk



City Council Staff Report

DATE: **SEPTEMBER 4, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OPERATIONS DEPARTMENT**
FINANCE DIVISION

DISTRICT: **ALL**

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

RECOMMENDATION

Staff recommends that the City Council receive and file the monthly investment activity reports for the City of Palmdale and Successor Agency for July 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 July, the City's invested portfolio totaled \$329,374,405, a decrease of \$16,238,373 from the previous month and an increase of \$15,406,051 compared to last year. The monthly decrease resulted from a transfer of funds from Local Agency Investment Funds (LAIF) to the City of Palmdale General Bank. Funds will be reinvested in the following month.

The par value of Successor Agency's portfolio as of July was \$12,700,271. The balance increased by \$95,727 from last month due to interest earned during the month.

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

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

Liquidity

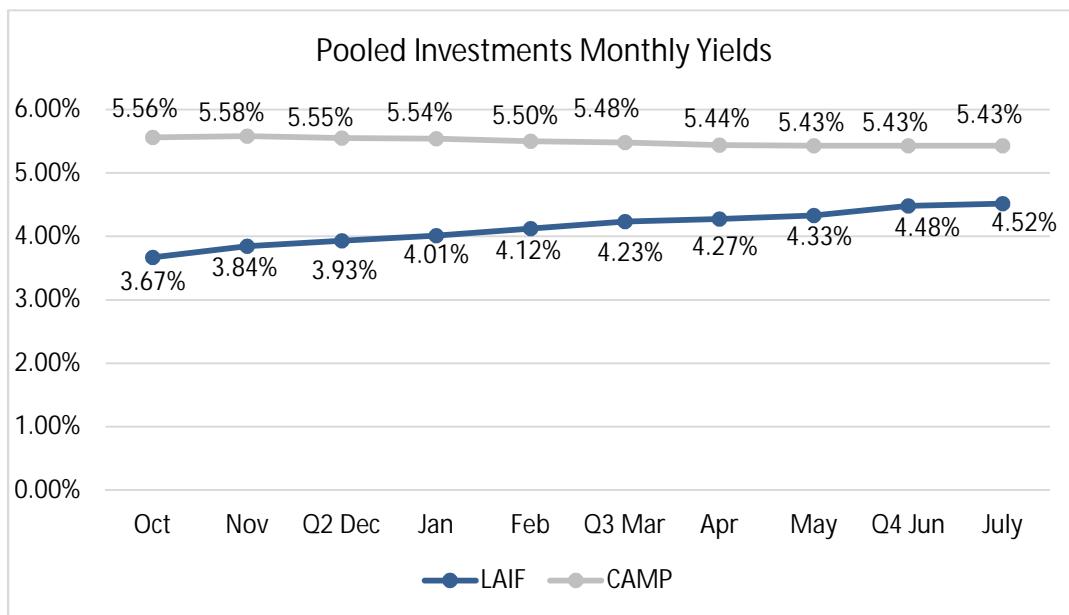
One core approach the Finance Division focuses on is providing liquidity to meet the City and Successor Agency's operational requirements. Thus, the City invests in two pooled funds, LAIF and CAMP. These are intended for daily operational activities and can be used during economic uncertainties for ongoing 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 July was \$106,163,714, a decrease of \$16,456,926 due to withdrawal made to the City to cover operating costs for the month.

The Successor Agency's LAIF balance at the end of July was \$8,240,658, an increase of \$90,181 from the prior month due to earned interest.

The City's CAMP balance at the end of July was \$47,691,010, compared to \$47,472,526 in June. The increase is due to interest earned.

The interest rates presented are the most current rates available as of the date of this report. As of July 31, 2024, the interest rates for LAIF and CAMP investments were at 4.516 percent and 5.43 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of June were 4.480 percent and 5.43 percent. This time last year, LAIF and CAMP rates were at 3.305 percent and 5.31, respectively.



The chart above shows the LAIF and CAMP average monthly yields from October 2023 through July 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 reports includes all investments held by both entities and current book values as of July 31, 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 July 31, 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:

Janelle Samson, Director of Operations

Certified as to availability of Funds:

Janelle Samson, Director of Operations

Approved by:

Ronda Perez, City Manager

Approved as to form:

William P. Curley, III, City Attorney

ATTACHMENTS

Rpt. Monthly Investment Reports July 2024

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2024

CITY OF PALMDALE INVESTMENTS

| PURCHASE DATE | MATURITY DATE | FUND | ACCOUNT/INSTITUTION | INTEREST RATE | PAR AMOUNT | PURCHASE AMOUNT | INVESTED AMOUNT |
|---------------------------------------|---------------|------|----------------------------------|--------------------------|--------------------------|--------------------------|-----------------|
| U.S. TREASURY SECURITIES | | | | | | | |
| | | | | Yield | | | |
| 03-19-21 | 12-31-25 | CITY | 9128285T3 U.S. Treasury Note | 2.63 | 3,000,000.00 | 3,260,634.36 | 2,856,570.00 |
| 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 | 3130AMH8 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 | 3134GXB5M 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
JULY 31, 2024

| PURCHASE DATE | MATURITY DATE | FUND | ACCOUNT/INSTITUTION | INTEREST RATE | PAR AMOUNT | PURCHASE AMOUNT | INVESTED AMOUNT |
|--|---------------|------|--|--------------------------|--------------------------|--------------------------|-----------------|
| <u>CERTIFICATES OF DEPOSIT</u> | | | | | | | |
| 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 | |
| <u>CORPORATE NOTES</u> | | | | | | | |
| 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 Global | 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 Schwab 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 Renaissance 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 | |
| <u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND</u> | | | | | | | |
| 09-01-84 | n/a | CITY | 98-19-620 | 0.78 | 65,492,217.57 | 65,492,217.57 | 65,492,217.57 |
| 06/23/08 | n/a | PCA | 40-19-060 | 0.78 | 26,284,537.22 | 26,284,537.22 | 26,284,537.22 |
| | n/a | ARPA | 19-19-004 | 0.78 | 14,386,959.06 | 14,386,959.06 | 14,386,959.06 |
| TOTAL LAIF ACCOUNTS | | | | \$ 106,163,713.85 | \$ 106,163,713.85 | \$ 106,163,713.85 | |
| <u>CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM</u> | | | | | | | |
| 6080-01 | n/a | CITY | 6080-01 | 0.30 | 47,691,009.86 | 47,691,009.86 | 47,691,009.86 |
| TOTAL CAMP ACCOUNTS | | | | \$ 47,691,009.86 | \$ 47,691,009.86 | \$ 47,691,009.86 | |
| <u>UBS FINANCIAL SERVICES</u> | | | | | | | |
| n/a | n/a | CITY | | 0.00 | 661,416.83 | 661,416.83 | 661,416.83 |
| TOTAL UBS FINANCIAL SERVICES ACCOUNTS | | | | \$ 661,416.83 | \$ 661,416.83 | \$ 661,416.83 | |
| TOTAL CITY INVESTMENTS | | | | \$ 337,651,140.54 | \$ 338,724,729.30 | \$ 329,374,405.53 | |

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2024

| PURCHASE DATE | MATURITY DATE | FUND | ACCOUNT/INSTITUTION | INTEREST RATE | PAR AMOUNT | PURCHASE AMOUNT | INVESTED AMOUNT |
|---|---------------|------------------------|---|---------------|------------|-----------------|---------------------|
| LIBRARY INVESTMENTS | | | | | | | |
| STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND | | | | | | | |
| 11-20-84 | n/a | LIBRARY | 16-19-012 | 0.78 | | | 13,311.99 |
| | | | TOTAL LIBRARY INVESTMENTS | | | \$ | 13,311.99 |
| 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 | | | 115.97 |
| 05-10-95 | n/a | IMPROVEMENT | 95421222 | 0.10 | | | 168,545.94 |
| | | | TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1 | | | \$ | 168,661.91 |
| 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 | | | 13.36 |
| 04-06-95 | n/a | IMPV-ACQUI | 95420884 | 0.01 | | | 2,805,454.58 |
| 04-06-95 | n/a | BOND | 95420887 | 0.15 | | | 0.15 |
| | | | TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1 | | | \$ | 2,805,468.09 |
| 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 | | | 1,225,814.92 |
| 08-01-19 | n/a | RESERVE | 242969003 | 0.00 | | | 1,447,051.09 |
| 08-01-19 | n/a | SP TAX - REFNDING BOND | 242969004 | 0.01 | | | 15,150.95 |
| | | | TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1 | | | \$ | 2,688,016.96 |
| 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 | | | 1,132,430.51 |
| | n/a | RESERVE FUND | 251009001 | 0.01 | | | 651,787.10 |
| | | | TOTAL 2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021 | | | \$ | 1,784,217.61 |

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2024

| PURCHASE DATE | MATURITY DATE | FUND | ACCOUNT/INSTITUTION | INTEREST RATE | PAR AMOUNT | PURCHASE AMOUNT | INVESTED AMOUNT |
|--|---------------|-----------------------|---|---------------|------------|-----------------|-----------------|
| BOND PROCEEDS | | | | | | | |
| 2006-1 Godde Hill Estate Sewer Improvements LOIB | | | | | | | |
| | | | | | | | |
| Fiscal Agent: U.S. Bank National Association (fka First Trust) | | | | | | | |
| 11-08-06 | n/a | REDEMPTION FUND | 106844000 | 0.01 | | | 183,120.81 |
| 11-08-06 | n/a | ADM EXP | 106844002 | 0.01 | | | 1,734.35 |
| 11-08-06 | n/a | RESERVE FUND | 106844003 | 0.01 | | | 92,870.67 |
| TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB | | | | | | | |
| | | | | | | \$ | 277,725.83 |
| 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 | | | 2,979,500.00 |
| 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 | | | 40,266.41 |
| TOTAL 2015 HA DEBT SERVICE RESERVE | | | | | | | |
| | | | | | | \$ | 40,266.41 |
| PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND | | | | | | | |
| | | | | | | | |
| 05-23-18 | n/a | CITY | 04790895775 Public Agency Retirement Serv | 2.60 | | | 9,763,959.92 |
| TOTAL PARS PENSION TRUST FUND | | | | | | | |
| | | | | | | \$ | 9,763,959.92 |
| 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 | | | 52,405.48 |
| 09-03-15 | n/a | INTEREST ACCT | 277067001 | 0.01 | | | 8.19 |
| 09-03-15 | n/a | BOND RESERVE | 277067003 | 0.00 | | | 281,016.15 |
| 09-03-15 | n/a | REPAIR & REPLACE FUND | 277067004 | 0.00 | | | 1,311,303.37 |
| TOTAL 2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS | | | | | | | |
| | | | | | | \$ | 1,644,733.19 |

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2024

| PURCHASE DATE | MATURITY DATE | FUND | ACCOUNT/INSTITUTION | INTEREST RATE | PAR AMOUNT | PURCHASE AMOUNT | INVESTED AMOUNT |
|---|---------------|--------------|---------------------|---------------|------------|-----------------|----------------------|
| BOND PROCEEDS | | | | | | | |
| <u>2017 PFA \$17.4M LEASE REVENUE BONDS</u> | | | | | | | |
| Fiscal Agent: U.S. Bank National Association (fka First Trust) | | | | | | | |
| 04-05-17 | n/a | REVENUE FUND | 271128000 | 0.00 | | | 0.31 |
| TOTAL 2017 PFA \$17.4M LEASE REVENUE BONDS | | | | | | | |
| BOND PROCEEDS | | | | | | | |
| <u>2023 A&B SERIES B ACQUISITION & CONSTRUCTION REVENUE BOND</u> | | | | | | | |
| Fiscal Agent: U.S. Bank National Association (fka First Trust) | | | | | | | |
| 11-30-23 | n/a | INTEREST | 248041000 | | | | 6.33 |
| 11-30-23 | n/a | REVENUE FUND | 248041001 | | | | 2,054,524.00 |
| 11-30-23 | n/a | INTEREST | 248041004 | | | | 19,345,440.65 |
| 11-30-23 | n/a | REVENUE FUND | 248041007 | | | | 0.19 |
| 11-30-23 | n/a | INTEREST | 248041008 | | | | 13,690,401.65 |
| TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND | | | | | | | |
| GRAND TOTAL - FISCAL AGENT CASH | | | | | | | |
| SUMMARY OF CASH AND INVESTMENTS | | | | | | | |
| Page 1 of 1 | | | | | | | |
| Cash on Hand | | | | | | \$ | 2,404,658 |
| Pooled Cash Investments | | | | | | | |
| City: | | \$ | 330,866,378 | | | \$ | |
| Insur Fund: | | | (\$1,491,973) | | | | 329,374,405 |
| Library Investments | | | | | | | <u>\$13,312</u> |
| Subtotal | | | | | | \$ | 331,792,375 |
| City/AD/CFD/PCA/PFA/HA | | | | | | | |
| Fiscal Agent Cash | | | | | | \$ | 55,458,718 |
| Grand total | | | | | | | <u>\$387,251,093</u> |

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest rates are as of July 31, 2024.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2024

CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
July 31, 2024

| TRANSACTION DATE | DEPOSIT | WITHDRAWAL | INTEREST RECEIVED | BALANCE |
|--|---------|--------------------|----------------------|-------------------|
| <u>LAIF - CITY ACCOUNT 98-19-620</u> | | | | |
| Beginning Balance 07-15-24 | | | \$ 669,481.47 | \$ 64,822,736.10 |
| Subtotal | \$ - | \$ - | \$ 669,481.47 | \$ 65,492,217.57 |
| <u>LAIF - PCA ACCOUNT 40-19-060</u> | | | | |
| Beginning Balance 07-05-24 | | \$ (10,000,000.00) | | \$ 40,813,243.36 |
| 07-15-24 | | | \$ 471,293.86 | |
| 07-16-24 | | \$ (5,000,000.00) | | |
| Subtotal | \$ - | \$ (15,000,000.00) | \$ 471,293.86 | \$ 26,284,537.22 |
| <u>LAIF - LIBRARY ACCOUNT 16-19-012</u> | | | | |
| Beginning Balance 07-15-24 | | | \$ 148.52 | \$ 13,163.47 |
| Subtotal | \$ - | \$ - | \$ 148.52 | \$ 13,311.99 |
| <u>LAIF - ARPA ACCOUNT 19-19-004</u> | | | | |
| Beginning Balance 07-15-24 | | | \$ 233,297.69 | \$ 16,984,661.37 |
| 07-31-24 | | \$ (2,831,000.00) | | |
| Subtotal | \$ - | \$ (2,831,000.00) | \$ 233,297.69 | \$ 14,386,959.06 |
| <u>CAMP</u> | | | | |
| Beginning Balance 07-31-24 | | | \$ 218,483.62 | \$ 47,472,526.24 |
| Subtotal | \$ - | \$ - | \$ 218,483.62 | \$ 47,691,009.86 |
| <u>UBS Financial Services</u> | | | | |
| Beginning Balance 07-31-24 | | | | \$ 661,346.77 |
| 07-31-24 | | \$ (306,187.50) | \$ 306,257.56 | |
| Subtotal | \$ - | \$ (306,187.50) | \$ 306,257.56 | \$ 661,416.83 |
| Total | \$ - | \$ (18,137,187.50) | \$ 1,898,962.72 | \$ 154,529,452.53 |

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2024

CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED

July 31, 2024

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

C = Call
M = Maturity
CB = Corporate Bond

| ISSUER | PURCHASE DATE | MATURITY DATE | FACE VALUE REDEEMED | INTEREST RECEIVED | NET FUNDS | INVESTED AMOUNT | GAIN/ (LOSS) |
|-------------------------------|---------------|---------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------|
| | | | M | \$ | - | - | - |
| Total Number of Transactions: | 0 | | <u>\$</u> <u>-</u> | <u>\$</u> <u>-</u> | <u>\$</u> <u>-</u> | <u>\$</u> <u>-</u> | <u>\$0.00</u> |

**CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
JULY 31, 2024**

POOLED CASH - INVESTMENTS PURCHASED
July 31, 2024

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

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 |
|---|---------------|------------|----------------------|---------------|-----------------|------------------------|
| <u>LAIF - SA ACCOUNT 65-19-035</u> | | | | | | |
| 09-01-84 | n/a | SA Account | 65-19-035 | 0.78 | 8,240,658.01 | |
| | | | | | | <u>\$ 8,240,658.01</u> |

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 | 532,112.43 |
| 08-20-02 | n/a | Interest Acct | 94460701 | 0.04 | 27,053.27 |
| 08-20-02 | n/a | Principal Acct | 94460702 | 0.04 | 131.24 |

TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)

\$ 559,296.94

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

\$ 559,298

SUMMARY OF CASH AND INVESTMENTS

| | |
|------------------------------------|----------------------|
| Cash on Hand | \$ 3,900,315 |
| Pooled Cash Investments | \$ 8,240,658 |
| Successor Agency Fiscal Agent Cash | \$ 559,298 |
| Grand total | <u>\$ 12,700,271</u> |

* 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)
July 31, 2024

| TRANSACTION DATE | DEPOSIT | WITHDRAWAL | INTEREST RECEIVED | BALANCE |
|------------------------------------|---------|------------|----------------------|-----------------|
| LAIF - SA ACCOUNT 65-19-035 | | | | |
| Beginning Balance | | | | \$ 8,150,476.51 |
| 07/15/24 | | | \$ 90,181.50 | |
| Subtotal | \$ - | \$ - | \$ 90,181.50 | \$ 8,240,658.01 |



City Council Staff Report

DATE: SEPTEMBER 4, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS DEPARTMENT
MAINTENANCE DIVISION

DISTRICT: ALL

SUBJECT: APPROVE THE FIRST AMENDMENT TO AGREEMENT WITH PATRIOT ENVIRONMENTAL SERVICES, INC. FOR AS-NEEDED BIOHAZARD CLEAN-UP AND REMOVAL SERVICES, INCREASING THE AGREEMENT BY \$360,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$445,000 FOR THE REMAINDER OF THE CONTRACT TERM THROUGH JUNE 2027

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the First Amendment to Agreement No. A-7973 with Patriot Environmental Services, Inc. for as-needed biohazard clean-up and removal services, increasing the Agreement by \$360,000 for a total not to exceed amount of \$445,000 for the remainder of the contract term; and,
2. Authorize the City Manager or her designee to execute First Amendment to Agreement No. A-7973 with Patriot Environmental Services, Inc., including minimal and/or non-substantial changes.

BACKGROUND

In December 2022, the City approved Agreement No. A-7973 with Patriot Environmental Services, Inc. for biohazard clean-up and removal services as a result of Invitation for Bid No. 22-006-3400. The Agreement amount was \$85,000 for a thirty-one-month term with the option to extend for two additional terms of one year each, expiring June 30, 2027. At that time, staff estimated these services would average between \$15,000 and \$20,000 per year.

The services have traditionally been used for removal, disinfection, and sanitation in right-of-way locations resulting from traffic accidents, with occasional incidents occurring at City parks, facility grounds, and basins.

Report to Mayor and City Council

Re: Approve First Amendment to Agreement No. A-7973 with Patriot Environmental Services, Inc.

September 4, 2024

Page 2

In November 2023, the City performed a joint agency clean-up of a large encampment. During that clean-up, staff were exposed to large amounts of human waste and hazardous materials. Following that incident, staff realized they must approach those situations differently to mitigate their high-exposure risk to these materials and ensure all items are fully disposed of safely and responsibly.

Patriot Environmental Services, Inc. is appropriately trained and equipped for these scenarios, the City established a new encampment clean-up process to utilize the contractor at these locations to handle all hazardous materials, making the site safe for staff to enter and assist with non-hazardous debris. In January 2024, the City successfully implemented this process at an encampment clean-up in Amargosa Creek and continues to employ it on all subsequent encampment clean-ups. In the first six months since implementation, 13 encampment clean-ups have been performed by the contractor, with an average cost of \$3,500 each.

Due to the increased volume and frequency of encampment clean-ups, contract funds are quickly depleting. Therefore, an amendment to increase the contract total is needed to continue providing these necessary biohazard services.

DISCUSSION

Increasing the amount for Agreement No. A-7973 with Patriot Environmental Services, Inc. by \$360,000 (an average of \$120,000 per fiscal year) for a revised total amount of \$445,000 will ensure the City can continue to receive as-needed biohazard clean-up and removal services. These funds will allow for a safe and timely response to encampment sites, traffic accidents, and other incidents for the remainder of the contract term through June 2027.

Patriot Environmental Services, Inc.'s team has all the necessary training, endorsements, PPE, tools, and equipment for handling and transporting hazardous materials. Therefore, the contractor can appropriately sort, identify, pack, and dispose of waste and other dangerous materials, creating a safer environment for City staff and the community. City staff can then continue to assist with non-hazardous debris clean-up and removal. Additionally, using these contracted services will help decrease the City's time spent at these clean-up sites, allowing staff to accomplish their daily job responsibilities more efficiently and limit deferred maintenance.

Since the First Amendment's increase exceeds 10% of the original contract price, it requires City Council approval, per Palmdale Municipal Code 03.08.240(C).

Report to Mayor and City Council

Re: Approve First Amendment to Agreement No. A-7973 with Patriot Environmental Services, Inc.

September 4, 2024

Page 3

FISCAL IMPACT

\$360,000; Sufficient funds for these services are budgeted in the following accounts: 20733001-723510 Street Maintenance, 10133002-723410 Park Maintenance, 10133005-723300 Facility Maintenance, 25133003-723410-3610 Landscape Maintenance Districts, 10133003-723410 General Benefit Landscape Areas, and 20333005-723300-3410 Palmdale Transportation Center. Funds will be budgeted each fiscal year of the remaining contract term (Fiscal Years 2025-2026 and 2026-2027).

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:

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

Agmnt No. A-7973 First Amendment with Patriot Environmental Services, Inc.

Agmnt No. A-7973 with Patriot Environmental Services, Inc.

**FIRST AMENDMENT TO AGREEMENT A- 7973
BETWEEN THE CITY OF PALMDALE AND PATRIOT ENVIRONMENTAL
SERVICES, INC.**

This First Amendment to Agreement No. A-7973 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and PATRIOT ENVIRONMENTAL SERVICES, INC. (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on December 1, 2022 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

Biohazard clean-up and removal services in emergency and non-emergency situations, on an as needed basis and determined by the CITY.

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

Increase contract price for continued biohazard clean-up and removal services for the remainder of the contract term. Services include but are not limited to homeless encampment sites, traffic accidents, and other incidents in which the CITY determines is hazardous to CITY employees or citizens.

NOW THEREFORE, the parties agree as follows:

1. The compensation identified in Section 5 is amended to increase the total price of the Agreement by Three Hundred Sixty Thousand dollars (\$360,000), not to exceed the amount of Four Hundred Forty-Five Thousand dollars (\$445,000).

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:

PATRIOT ENVIRONMENTAL
SERVICES, INC.:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
39110 3rd Street East, Suite C
Palmdale, CA 93550

Josh Teves
Vice President-Secretary

ADDRESS FOR NOTICE:
PATRIOT ENVIRONMENTAL
SERVICES, INC.
P.O. Box 1091
Long Beach, CA 90805

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)
- Original contract and previous amendment(s) (if any) are attached
- Attached Agreement Checklist and met all requirements

ORIGINAL

AGREEMENT NO. A-7973
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND PATRIOT ENVIRONMENTAL
SERVICES, INC.

This CONTRACT for services ("Contract" herein) is made and entered into this 1st day of December, 2022, by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and PATRIOT ENVIRONMENTAL SERVICES, INC., a California Corporation, (hereinafter called "CONTRACTOR"). The term of this Contract is Thirty-One (31) Months, commencing on December 01, 2022, with CITY reserving the option to extend the agreement for 2 additional terms of one year each.

RECITALS

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

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

1 CITY PROJECT MANAGER

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

2 DESCRIPTION OF WORK

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

CONTRACTOR shall provide Biohazard Clean-Up and Removal Services in emergency and/or non-emergency situations, on an as-needed basis, and determined by the CITY.

This biohazard clean-up service includes, but may not be limited to, the clean-up or removal of blood, vomit, urine, feces, drug-paraphernalia such as syringes, and any other situation in which the CITY determines the clean-up is hazardous to CITY employees and/or citizens.

Clean-up shall include the removal, disinfection, and sanitation at locations across the CITY such as public right-of-way, CITY owned facilities and park grounds; and/or landscape assessment areas, including basins.

The biohazard shall be cleaned and/or removed and properly disposed of by the CONTRACTOR following all laws and regulations as it pertains to biohazard disposal. Drums and containers used during the clean-up shall meet the appropriate U.S. Department of Transportation (DOT), OSHA, and EPA regulations for the wastes that they contain. CONTRACTOR must use EPA-registered disinfectants and sanitizers.

CONTRACTOR staff must be trained and certified in handling and disposal of hazardous materials and provide copies of any applicable training records, certifications, and license required to perform this work if requested by the CITY.

CONTRACTOR shall pay prevailing wage and supply all labor, materials, tools, protective clothing, gear, and equipment that is required or needed to perform the work to handle, remove, transport, and dispose of the waste materials and leave a clean site.

CONTRACTOR shall respond and mobilize to CITY's request for emergency biohazard removal service in an adequate amount of time with a goal of 1-2 hours, which may be longer depending on CONTRACTOR's concurrent projects. CONTRACTOR must have the ability to respond 24 hours a day, 7 days per week, 365 days per year.

Licenses and Certifications

At all times during the term of this Contract, Contractor shall possess a valid and current Class A General Engineering Contractor's License, including Hazardous Substances Removal and Asbestos certifications to perform the required work. Contractor's CSLB license number is 809990. Contractor's DIR registration number is 1000013962. Contractor shall possess a Trauma Scene Waste Management Practitioner certificate from the State of California Department of Public Health. Contractor hereby certifies that it holds the required license(s) and certification(s).

Prevailing Wage

This Contract calls for work to be performed constituting public works. All labor is to be paid at prevailing wage rates. CONTRACTOR and all subcontractors must be registered with the State of CA Department of Industrial Relations (DIR) as a public works contractor for the duration of the agreement and is responsible for any and all registration and/or renewal fees. CITY may request certified payroll records for any work performed under the term of the agreement. CONTRACTOR acknowledges and understands it must comply with the prevailing wage requirements as set for in Exhibit A.

2.2 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 90 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:

Not Applicable

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 ACCEPTANCE AND DOCUMENTATION

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

4.1 **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.

4.2 **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.

4.3 **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.

5 PRICE

CITY shall pay to CONTRACTOR an amount not to exceed Eighty-Five Thousand dollars (\$85000.00) 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:

| ITEM DESCRIPTION | U/M | YEAR 1 | YEAR 2 | YEAR 3 |
|--|---------------|--------------|--------------|--------------|
| | | FY 2022-2023 | FY 2023-2024 | FY 2024-2025 |
| LABOR | | | | |
| Straight/Regular Time | per hour | \$94.50 | \$99.25 | \$104.20 |
| Overtime | per hour | \$137.50 | \$144.40 | \$151.60 |
| Holiday/Sunday | per hour | \$181.75 | \$190.85 | \$200.40 |
| Emergency Response Fee (if applicable) | per hour | N/A | N/A | N/A |
| Travel Fee (if applicable) | per hour | N/A | N/A | N/A |
| EQUIPMENT & MISCELLANEOUS SUPPLIES | | | | |
| Vehicle Fee | per hour | \$70.25 | \$73.80 | \$77.45 |
| Overtime Vehicle Fee | per hour | \$70.25 | \$73.80 | \$77.45 |
| Mobilization/Demobilization of Equipment (Per Item) | per hour | N/A | N/A | N/A |
| Wet / Dry Vac | per day | \$91.00 | \$95.55 | \$100.35 |
| Dehumidifier 14/16 gallon | per day | \$85.00 | \$89.25 | \$93.75 |
| High Speed Air Mover | per day | \$85.00 | \$89.25 | \$93.75 |
| SUPPLIES / CONSUMABLES | | | | |
| Personal Protection Disposable Suits (Tyveks) | per set | \$18.00 | \$19.90 | \$19.85 |
| Disposable Neoprene Gloves | per pair | \$1.25 | \$1.35 | \$1.40 |
| 5-gallon Pail | per pail | \$19.25 | \$20.25 | \$21.25 |
| Biohazard Red Labels | per bag | \$2.00 | \$2.10 | \$2.25 |
| Polyethylene Bags | per bag | \$3.75 | \$3.95 | \$4.15 |
| Plastic Bags | per bag | \$3.75 | \$3.95 | \$4.15 |
| 55-gallon/6 MIL Trash Bags | per bag | \$3.75 | \$3.95 | \$4.15 |
| 1-gallon Bag for Biohazardous Materials (No Sharps) | per bag | \$3.75 | \$3.95 | \$4.15 |
| Application of anti-microbial agent (5-gallon container) | per container | \$53.50 | \$56.20 | \$59.00 |
| OTHER | | | | |
| Biohazard Disposal Fee | per incident | \$135.00 | \$141.75 | \$148.90 |
| Other Disposal not listed above | | COST + 20% | COST + 20% | COST + 20% |
| Energy Surcharge | | \$15.00 | \$15.50 | \$16.00 |
| Stop Fee | | \$100.00 | \$105.00 | \$110.25 |
| Demurrage Fee | per hour | \$150.00 | \$150.00 | \$150.00 |

*Option to Extend Years

| ITEM DESCRIPTION | U/M | YEAR 4 * | YEAR 5 * |
|--|---------------|--------------|--------------|
| | | FY 2025-2026 | FY 2026-2027 |
| LABOR | | | |
| Straight/Regular Time | per hour | \$109.40 | \$114.90 |
| Overtime | per hour | \$159.20 | \$167.15 |
| Holiday/Sunday | per hour | \$210.40 | \$220.95 |
| Emergency Response Fee (if applicable) | per hour | N/A | N/A |
| Travel Fee (if applicable) | per hour | N/A | N/A |
| EQUIPMENT & MISCELLANEOUS SUPPLIES | | | |
| Vehicle Fee | per hour | \$81.35 | \$85.40 |
| Overtime Vehicle Fee | per hour | \$81.35 | \$85.40 |
| Mobilization/Demobilization of Equipment (Per Item) | per hour | N/A | N/A |
| Wet / Dry Vac | per day | \$105.35 | \$110.65 |
| Dehumidifier 14/16 gallon | per day | \$98.40 | \$103.35 |
| High Speed Air Mover | per day | \$98.40 | \$103.35 |
| SUPPLIES / CONSUMABLES | | | |
| Personal Protection Disposable Suits (Tyveks) | per set | \$20.85 | \$21.90 |
| Disposable Neoprene Gloves | per pair | \$1.45 | \$1.55 |
| 5-gallon Pail | per pail | \$22.30 | \$23.40 |
| Biohazard Red Labels | per bag | \$2.35 | \$2.45 |
| Polyethylene Bags | per bag | \$4.35 | \$4.60 |
| Plastic Bags | per bag | \$4.35 | \$4.60 |
| 55-gallon/6 MIL Trash Bags | per bag | \$4.35 | \$4.60 |
| 1-gallon Bag for Biohazardous Materials (No Sharps) | per bag | \$4.35 | \$4.60 |
| Application of anti-microbial agent (5-gallon container) | per container | \$61.95 | \$65.05 |
| OTHER | | | |
| Biohazard Disposal Fee | per incident | \$156.30 | \$164.10 |
| Other Disposal not listed above | | COST + 20% | COST + 20% |
| Energy Surcharge | | \$16.50 | \$17.00 |
| Stop Fee | | \$115.80 | \$121.55 |
| Demurrage Fee | per hour | \$150.00 | \$150.00 |

These fees are the majority of fees for services provided under this Agreement. However, this is not an all-inclusive list of equipment and supplies/materials and the costs that may be necessary to perform service. CONTRACTOR shall provide CITY a pricing list for equipment, materials and supplies, and personnel each year of the agreement.

Straight Time shall include Monday through Friday from 7:00 am - 5:00 pm, including half hour meal break. Overtime shall be all other hours Monday through Friday (up to 12 consecutive working hours) and the first 8 hours on Saturday. Premium Time (Holiday/Sunday) shall be after 12 consecutive working hours Monday through

Friday, all subsequent hours on Saturday, and all hours on Sunday and Holiday.

Labor shall be paid at prevailing wage rates. CONTRACTOR to determine proper wage classification. CITY may request certified payroll records for any work performed under the terms of this agreement.

5.1 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.

5.2 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.

5.3 **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.

6 TAXES

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

6.2 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.

6.3 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.

6.4 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.

7 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.

8 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.

9 INSURANCE

9.1 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 9.8, must be reviewed and accepted by the City Attorney.

9.1.1 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

9.1.2 Commercial General Liability

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

9.1.3 Commercial Automobile Liability

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

9.1.4 Pollution/Environmental Liability

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

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

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

9.8 Acceptable Proof of Insurance:

9.8.1 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.

9.8.2 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.

9.8.3 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.

9.9 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.

9.10 CONTRACTOR 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 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 9 will not be impacted and/or limited by such deviation.

10 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.

11 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.

11.1 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.

11.2 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.

11.3 If, after notice of termination of the Contract under the provisions of this Section 11, 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 10.

12 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.

13 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 make changes as CITY deems necessary.

14 DELEGATION AND ASSIGNMENT

14.1 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.

14.2 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.

15 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

15.1 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, marital status, sexual orientation, or age. 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, 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.

15.2 The provisions of subsection 15.1 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.

16 FINANCIAL INTEREST CERTIFICATION

16.1 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.

16.2 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.

17 CONFLICT OF INTEREST

17.1 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 "financially interested" (as provided in California Government Code Section 1090 et seq. or 87100 et seq.) in any contract or decision made by CITY on any matter.

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

17.3 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.

18 COMPLIANCE WITH LAW

18.1 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.

18.2 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 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.

20 ENTIRE AGREEMENT AND AMENDMENTS

20.1 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.

20.2 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.

20.3 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.

21 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.

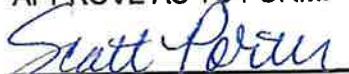
CITY OF PALMDALE:


Ronda Perez Date
Interim City Manager

ADDRESS FOR NOTICE:

CITY OF PALMDALE
39110 3rd Street East, Suite C
Palmdale, CA 93550

APPROVE AS TO FORM:

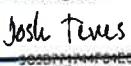

Scott E. Porter
Acting City Attorney

ATTEST:


Roxanne Faber
Shanae S. Smith Roxanne Faber
Acting City Clerk

PATRIOT ENVIRONMENTAL SERVICES,

INC.:
DocuSigned by:


Josh Teves 09/01/2022
Date
Josh Teves Vice President-Secretary

ADDRESS FOR NOTICE:

PATRIOT ENVIRONMENTAL SERVICES,
INC.
P.O. Box 1091
Long Beach, CA 90805

ATTEST: If Corporation


Vanessa Benitez
Contracts Manager

EXHIBIT A
Prevailing Wage Requirements

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

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

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

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

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

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

6. Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.
7. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.
8. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.
9. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, and all amendments thereto, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Palmdale prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

NAME OF CONTRACTOR

Contractor

By Josh Teves

Print Name
Josh Teves

Signature

President

Title

9/29/2022

Date

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."



City Council Staff Report

DATE: SEPTEMBER 4, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS DEPARTMENT
MAINTENANCE DIVISION

DISTRICT: ALL

SUBJECT: APPROVE AGREEMENT WITH MONARCH LANDSCAPE HOLDINGS, LLC DBA TERRACARE ASSOCIATES FOR MAINTENANCE SERVICES AT PARKS, FACILITY GROUNDS, AND TRANSIT SITES IN AN AMOUNT NOT TO EXCEED \$14,802,990 FOR THE REMAINING NINE MONTHS OF FISCAL YEAR 2024-2025 AND THE SUBSEQUENT FOUR FISCAL YEARS FOR A TOTAL CONTRACT TERM OF FIFTY-SEVEN MONTHS

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Agreement No. A-8970 with Monarch Landscape Holdings, LLC dba Terracare Associates for maintenance services at parks, City facility grounds, and transit sites in an amount not to exceed \$14,802,990 for the remaining nine months of Fiscal Year 2024-2025 and the subsequent four fiscal years for a total contract term of fifty-seven months; and,
2. Authorize the City Manager or her designee to execute Agreement No. A-8970 with Monarch Landscape Holdings, LLC dba Terracare Associates, including minimal and/or non-substantial changes.

BACKGROUND

The City's Public Works Maintenance Division administers service agreements with contractors specializing in various professional disciplines to assist with department operations. One of these agreements includes landscape maintenance services in Parks and Facility Grounds (522 landscaped acres) and Transit Sites (22 landscaped acres).

Over the last 14 years, the City has contracted these services in some capacity to meet the increasing maintenance requirements and community needs. During previous

Report to Mayor and City Council

Re: Approve Agreement No. A-8970 with Monarch Landscape Holdings, LLC dba
Terracare Associates
September 4, 2024
Page 2

solicitations for these services, the City Council directed staff to address enhanced oversight and contract compliance verification. Therefore, these components were incorporated into the resulting agreement, ensuring contractor accountability for maintenance services provided.

For this solicitation and agreement, staff refined the scope of work and technical specifications to align maintenance levels with wear levels and implement guidelines outlined in the Parks Master Plan. These updates included improved compliance-based punitive penalties and liquidated damages, increased focus on weed pre-emergence control, and compliance with SB1383. These enhanced contract measures will ensure the contractor meets requirements and provides quality landscape maintenance services to the City.

The scope of work covers a broad range of services, including but not limited to:

- Morning opening operations, including daily safety inspections.
- Daily reporting of observed issues.
- Electronic work order management in keeping with established procedures.
- Turf mowing, edging, detailing, de-thatching, aeration, overseeding, and top dressing.
- Upkeep of associated planters, medians, and roundabouts, including the pruning and rejuvenating shrubs and ground cover plants.
- Irrigation maintenance, including repairing irrigation mainlines, valves, lateral lines, and sprinklers.
- Litter control, including disposal of trash and debris at City disposal sites.
- Collection of green waste separately from litter and debris and disposal of uncontaminated green waste in compliance with SB1383 and Palmdale Municipal Code 5.52.
- Broadleaf weed control in planters, trails, hardscapes, and adjacent right-of-way up to the edge of pavement.
- Fertilization of turf, shrubs, ground cover, and trees.
- Hardscape cleaning, pressure washing, and sanitizing.
- Limited tree maintenance, including pruning, staking, tying, and guying of trees.
- Drainage maintenance of associated flowlines, channels, gutters, and drains.
- Disaster/emergency response support.

These services, in conjunction with work performed by City staff, will meet increased service demands, address routine and deferred maintenance, and further the efficiency of operations to maintain and beautify safe, clean, and attractive public spaces and infrastructure for the community. The City will continue to assess contracted services to determine the optimal mix between City employees and contracted functions.

Report to Mayor and City Council

Re: Approve Agreement No. A-8970 with Monarch Landscape Holdings, LLC dba

Terracare Associates

September 4, 2024

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DISCUSSION

The City released Request for Proposal (RFP) No. 24-001-3500 for Parks, City Facility Grounds, and Transit Sites Maintenance Services on April 23, 2024. Notification of the RFP release was sent electronically to registered vendors (200) on PlanetBids, with 31 downloading the RFP. The solicitation was also published in the Antelope Valley Press.

The City held two mandatory pre-bid meetings on May 7 and May 9, 2024, with eight prospective bidders attending. The pre-bid meeting reviewed the solicitation requirements and accountability measures to be enforced and allowed prospective bidders to ask other questions regarding the bid.

Four (4) proposals were received on June 6, 2024, and are summarized below:

| Bidder | Location |
|--|-----------------|
| Monarch Landscape Holdings, LLC dba Terracare Associates | Lancaster, CA |
| Parkwood Landscape Maintenance, Inc. | Lancaster, CA |
| Rich Meier's Landscaping, Inc. | Lancaster, CA |
| Mariposa Landscape, Inc. | Irwindale, CA |

Staff evaluated each prospective bidder's proposal on four main criteria: Ability/Methodology, Communication/Quality Control, Project Staffing, and Cost Proposal. Monarch Landscape Holdings, LLC dba Terracare Associates provided the most responsive proposal based on these criteria.

As a Monarch Landscape Holdings, LLC subsidiary, Terracare Associates provides added value as part of a leading landscape company with over 30 branches in the western United States. Their company focuses on attracting and retaining top industry talent to ensure high-quality service delivery. Partnering with Monarch Landscape Holdings, LLC will also give the City access to regional landscape experts committed to achieving desired outcomes. Their innovative approach includes leveraging available technology, enhancing operational efficiency, and providing consistent, transparent services.

In addition, Monarch Landscape Holdings, LLC has a local branch to mobilize its maintenance staff, allowing for timely service and response. The twenty-four full-time maintenance crew members assigned to Parks, Civic Centers, and Transit sites are local to the Antelope Valley.

Report to Mayor and City Council

Re: Approve Agreement No. A-8970 with Monarch Landscape Holdings, LLC dba

Terracare Associates

September 4, 2024

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FISCAL IMPACT

\$14,802,990; Sufficient funds for these landscape maintenance services are budgeted in 10133002-723410 (Park Maintenance), 20333005-723410-3410 (Palmdale Transportation Center), and 20333005-723410-3411 (Park and Rides) for the remainder of Fiscal Year 2024-25, beginning October 1, 2024, and shall be budgeted for each of the subsequent four fiscal years for a total contract term of 57 months, expiring June 30, 2029.

The agreement price reflects all costs for services, including contracted labor, equipment, and consumables to provide recurring (weekly and biweekly) maintenance services and associated additional services, such as general improvements, renovations, and beautification projects in the associated programs.

| Service Type | Cost |
|---|---------------------|
| Recurring landscape maintenance services (all sites) | \$10,816,380 |
| Additional landscape services and beautification projects | \$3,796,740 |
| Contingency (5% of Additional Services total per year) | \$189,870 |
| Contract Total | \$14,802,990 |

The recurring service amounts outlined in the table above are rounded from the fee schedule totals for budgeting purposes. The additional service amounts were calculated based on the fee schedule rates and projected work each year. Additional services are projected to increase, up to 50% in certain areas, to align maintenance levels to desired outcomes. Overall, the new contract total represents a 5% increase from the current agreement.

| Sites | Recurring Services | Additional Services | Total per Site |
|---------------------------|--------------------|---------------------|-------------------|
| Park & Civic Center Sites | 10,184,480 | 3,315,390 | 13,499,870 |
| Transit Sites | 631,900 | 481,350 | 1,113,250 |
| Contingency | | 189,870 | 189,870 |
| Contract Total | 10,816,380 | 3,986,610 | 14,802,990 |

| Contract Year | Recurring Services | Additional Services with Contingency | Total per Year |
|-----------------------------|--------------------|--------------------------------------|-------------------|
| Year 1: FY 24-25 (9 months) | 1,586,700 | 721,460 | 2,308,160 |
| Year 2: FY 25-26 | 2,189,910 | 757,540 | 2,947,450 |
| Year 3: FY 26-27 | 2,266,430 | 795,420 | 3,061,850 |
| Year 4: FY 27-28 | 2,345,650 | 835,210 | 3,180,860 |
| Year 5: FY 28-29 | 2,427,690 | 876,980 | 3,304,670 |
| Contract Total | 10,816,380 | 3,986,610 | 14,802,990 |

Report to Mayor and City Council

Re: Approve Agreement No. A-8970 with Monarch Landscape Holdings, LLC dba

Terracare Associates

September 4, 2024

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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

Agreement No. A-8970 with Monarch Landscape Holdings, LLC dba Terracare Associates
Atch 1 RFP No. 24-001-3500

AGREEMENT NO. A-8970
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND MONARCH LANDSCAPE HOLDINGS,
LLC DBA TERRACARE ASSOCIATES

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 MONARCH LANDSCAPE HOLDINGS, LLC DBA TERRACARE ASSOCIATES, a Limited Liability Company, (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

RECITALS

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

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

1 CITY PROJECT MANAGER

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

2 DESCRIPTION OF WORK

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

Professional grounds and green space maintenance services at City Parks, Facility Grounds, Palmdale Transportation Center, and Palmdale Park and Rides as more specifically set forth in Exhibit B Scope of Services and Technical Specifications attached hereto and made part herein by reference.

LICENSES

At all times during the term of this Contract, CONTRACTOR shall possess and maintain all required Federal, State, and local licenses and permits. CONTRACTOR shall possess a valid and current Class C-27 Landscaping Contractor's License and C-61 Limited Specialty Classification with D-49 Tree Service subcategory with the Contractor's State License Board (CSLB) and City of Palmdale Business License to perform the required work.

CONTRACTOR's CSLB license number is 1023572. CONTRACTOR's DIR registration number is 1000047117. CONTRACTOR hereby certifies that it holds the

required license(s).

PREVAILING WAGE

This Contract calls for work to be performed constituting public works. All labor is to be paid at prevailing wage rates. CONTRACTOR to determine proper wage classification. CONTRACTOR and all subcontractors must be registered with the State of California Department of Industrial Relations (DIR) as a public works contractor for the duration of the agreement and is responsible for any and all registration and/or renewal fees. CITY may request certified payroll records for any work performed under the term of the agreement. CONTRACTOR acknowledges and understands it must comply with the prevailing wage requirements as set for in Exhibit A.

PAYROLL RECORDS

CONTRACTOR shall comply with the requirements of Section 1776 of the Labor Code, of the State of California. Failure of the CONTRACTOR to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for unpaid wages and penalties as authorized by the Labor Code. CONTRACTOR shall submit certified payroll records (CPRs) to the Labor Commissioner using DIR's electronic certified payroll reporting system if project exceeds \$25,000 for new construction, alteration, installation, demolition, or repair or \$15,000 for maintenance. If project is applicable, CITY shall verify CONTRACTOR's eCPRs are submitted before processing invoices for payment.

PAYMENT AND PERFORMANCE BONDS, GUARANTY

Unless otherwise expressly provided in the bid documents, prior to commencing work, CONTRACTOR shall provide a payment bond and performance bond, each in an amount equal to 100% of the projected annual recurring services price for each year of the term of the contract. CONTRACTOR shall submit all bonds electronically through Surety 2000. Pursuant to the bid documents for this Project, the CONTRACTOR is required to provide a written guaranty of Contractor's work. In furtherance thereof, CONTRACTOR shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

Such bonds are requested by the CITY before the day of City Council approval of the contract and collected within ten (10) days as a guarantee of timely delivery and that equipment, materials and/or goods are delivered according to specifications. For each subsequent year of the contract term, such bonds shall be submitted to the CITY before the start of the fiscal year term (July 1). CITY may request the Bonds sooner, if time is of the essence on the project.

SAFETY PRACTICES

The CONTRACTOR is fully responsible for the safe performance of all work for which

they are contractually committed, whether performed by themselves or by their Subcontractors. The CONTRACTOR must provide adequate protection for the health and safety of CITY employees, the general public and their own personnel. The CONTRACTOR must have in place their own Injury and Illness Prevention Program as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. CONTRACTOR shall provide the Table of Contents of current IIPP (Illness Injury Prevention Plan) with bid response. Full IIPP due within 10 days of Notice of Intent to Award.

- The CONTRACTOR shall develop and maintain a safety program in compliance with Public Law 91-596 Occupational Safety and Health Act (OSHA) Series 1910 Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The CONTRACTOR shall be subject to safety inspections of its work sites by the CITY. CONTRACTOR safety records shall be available upon request. All unsafe incidents shall be immediately reported. A copy of the safety program implemented for the contract shall be provided to the CITY for review and concurrence.
- Accident Reporting. The CONTRACTOR shall maintain an accurate record of, and shall report to the CITY, exposure data and all accidents resulting in death, traumatic injury, or occupational disease, incidental to work performed under this contract.
- Damage Reporting. The CONTRACTOR shall maintain an accurate record of, and shall report to the CITY, damage to property, materials, supplies and equipment incidental to work performed under this contract. Damage resulting from CONTRACTOR negligence, as determined by the CITY, shall be the responsibility of the CONTRACTOR.
- Environmental Protection; Compliance with Laws and Regulations. The CONTRACTOR shall be knowledgeable of and comply with all applicable interstate, federal, state, and local laws, regulations, and requirements regarding environmental protection. The CONTRACTOR shall comply with Federal Environmental Protection Agency law as it applies to hazardous materials handling, transportation, and waste management. The CONTRACTOR is solely responsible for any liability regarding the release of substances.

CALIFORNIA AIR RESOURCES BOARD (CARB) SB-1 COMPLIANCE

In-Use Off-Road Diesel - Fueled Fleets Regulation.

CONTRACTOR shall comply with CARB to obtain and retain a fleet's valid certificate of reported compliance with the DMV. Amendments include but are not limited to the following:

- Engine tier and model year phase-out requirements to accelerate the retirement of the oldest and dirtiest engines (Tier 0 through 2). Dates vary by fleet size.

- Restriction on adding vehicles with Tier 3 and Tier 4i engines.
- Requirement starting January 1, 2024, to use R99 or R100 renewable diesel in off-road diesel vehicles.
- Requirement starting January 1, 2024, for prime contractors and public works awarding bodies to obtain and retain a fleet's valid Certificate of Reported Compliance and to not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance.
- Voluntary compliance flexibility options for fleets that adopt zero-emission technology.

INSURANCE

CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the coverage and limits of insurance identified in Section 10, 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.

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 each year during the Contract term for CITY records.

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 services supplied under this Contract shall be fully guaranteed by CONTRACTOR for the duration of the CONTRACT.. 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:

As set forth in Exhibit E Key Personnel & Staffing Plan attached hereto and made part herein by reference.

CONTRACTOR shall maintain the minimum staffing plan ("key personnel") listed in Exhibit E for the duration of the Contract to meet service expectations. No position designated as "key personnel" shall be removed or replaced without prior written concurrence of the CITY. CONTRACTOR shall increase personnel if staffing levels do not adequately meet required service levels. Any other modifications to the key personnel positions shall be mutually agreed upon by CITY and CONTRACTOR.

CONTRACTOR shall provide an employee roster (including names and position assignments) and list of assigned vehicles and equipment (including vehicle/equipment type and ID numbers) to the CITY's Park Superintendent or their designee each month for CITY records.

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 performance of Additional Service obligations as set forth in the Scope of Services (Exhibit B, Section I). 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 Fifty-Seven (57) Months (4 years and 9 months), commencing on the effective date, with CITY reserving the option to extend the agreement for 0 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 Fourteen Million Eight Hundred Two Thousand Nine Hundred Ninety dollars (\$14802990) for the completion

of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

As set forth in the following exhibits attached hereto and made part herein by reference:

- Exhibit C Fee Schedule - Recurring Services
- Exhibit D Fee Schedule - Additional Services

Pricing shall be firm fixed price and shall include all costs in accordance with all contract requirements, including but not limited to fully burdened labor, payroll and other taxes, fringes, licenses and permits, insurance, workforce productivity, coordination, transportation, field overhead, general and administrative overhead, and profit.

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

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

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

7 TAXES

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

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

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

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

8 PATENT FEES AND ROYALTIES

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

9 INDEMNIFICATION

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

breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

10 INSURANCE

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

Proof of Insurance, as identified in Section 10.8, must be reviewed and accepted by the City Attorney.

10.1.1 Workers' Compensation and Employer's Liability

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

10.1.2 Commercial General Liability

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

10.1.3 Commercial Automobile Liability

- \$5,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

10.1.4 Pollution/Environmental Liability*

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

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

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

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

B. "Severability of Interest" Clause.

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

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

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

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

10.8 Acceptable Proof of Insurance:

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

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

10.8.3 *When 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.

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 PAYMENT AND PERFORMANCE BONDS

Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the projected annual recurring services price for each year of the term of the contract. Contractor shall submit all bonds electronically through Surety 2000. Pursuant to the bid documents for this Project, the Contractor is required to provide a written guaranty of Contractor's work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

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, 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.

13 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.

13.1 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.

13.2 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.

13.3 If, after notice of termination of the Contract under the provisions of this Section 13, 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 12.

14 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.

15 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 make changes as CITY deems necessary.

16 DELEGATION AND ASSIGNMENT

16.1 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.

16.2 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.

17 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

17.2 The provisions of subsection 17.1 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.

18 FINANCIAL INTEREST CERTIFICATION

18.1 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.

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

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

19.3 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.

20 COMPLIANCE WITH LAW

20.1 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.

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 AGREEMENT 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 CONTRACTOR

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:

MONARCH LANDSCAPE HOLDINGS,
LLC DBA TERRACARE ASSOCIATES:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
39110 3rd Street East, Suite C
Palmdale, CA 93550

SIGNATURE AREA

Sergio Hernandez
Senior Branch Manager

ADDRESS FOR NOTICE:
MONARCH LANDSCAPE HOLDINGS,
LLC DBA TERRACARE ASSOCIATES
550 S. Hope Street, Suite 1675
Los Angeles, CA 90071

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

DRAFT

EXHIBIT A
Prevailing Wage Requirements

1. This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.
2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

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

3. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.
4. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
6. Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.
7. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.
8. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.
9. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

EXHIBIT B **SCOPE OF SERVICES**

CONTRACTOR shall provide the following services in a manner satisfactory to the CITY: **Professional Grounds and Green Space Maintenance Services in Parks, City Facility Grounds, Palmdale Transportation Center, and Palmdale Park and Rides.**

The following are the general expectations for the work to be performed.

- Morning opening operations, including daily safety inspections.
- Daily reporting of observed issues.
- Electronic work order management in keeping with established procedures.
- Turf mowing, edging, detailing, de-thatching, aeration, overseeding & top dressing.
- Pruning and rejuvenation of shrubs and ground cover plants.
- Irrigation maintenance, including repairing irrigation mainlines, valves, lateral lines, and sprinklers.
- Litter control, including disposal of trash and debris at City disposal sites.
- Collection of green waste separately from litter and debris and disposal of uncontaminated green waste in compliance with SB 1383 and Palmdale Municipal Code 5.52.
- Broadleaf weed control in planters, trails, hardscapes, and adjacent right-of-ways up to the edge of pavement.
- Fertilization of turf, shrubs, ground cover, and trees.
- Hardscape cleaning, pressure washing and sanitizing.
- Limited tree maintenance, including pruning, staking, tying, and guying of trees.
- Drainage maintenance of associated flowlines, channels, gutters, and drains.
- Disaster/emergency response support.

It is understood that except as otherwise specifically stated in the contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time, including permits, insurance and licenses (including City of Palmdale Business License) necessary for the execution of the work shall be secured and paid for by the Contractor. **No Subcontracting for general scope of work will be allowed. Subcontracting for additional services may be considered.**

The City reserves the right to increase or decrease contract scope of services at any time during the term of the contract if determined to be in the City's best interest. This may include adding additional sites or square footage, initiating additional maintenance operations, or suspending or reducing any existing maintenance if deemed necessary. Should additional sites or square footage be added, the City and Contractor shall mutually agree on the additional area to be maintained.

Term of Contract

The contract term shall be as follows:

1. FY 24/25 Oct. 1, 2024 to June 30, 2025 (9 months)
2. FY 25/26 July 1, 2025 to June 30, 2026
3. FY 26/27 July 1, 2026 to June 30, 2027
4. FY 27/28 July 1, 2027 to June 30, 2028
5. FY 28/29 July 1, 2028 to June 30, 2029

Maintenance services shall commence immediately upon contract execution.

Work Schedule / Holidays

CONTRACTOR's working hours, except as otherwise noted in the Technical Specifications, shall be limited to the hours between 5:00 AM and 5:00 PM Monday through Sunday. Deviation from normal working hours will not be allowed without prior written consent from the superintendent or appointed designee.

The city observes the following legal holidays; however, daily morning opening operations will be required 365 days per year.

- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day

MAINTENANCE TECHNICAL SPECIFICATIONS

The following sections are included in the technical specifications:

| | |
|------------|--|
| SECTION A. | INTENT OF SPECIFICATIONS |
| SECTION B. | GENERAL MAINTENANCE SPECIFICATIONS |
| SECTION C. | DAILY SITE OPENINGS AND SAFETY INSPECTIONS |
| SECTION D. | TURF MAINTENANCE |
| SECTION E. | PLANTER, MEDIAN, AND ROUND-A-BOUT MAINTENANCE |
| SECTION F. | IRRIGATION MAINTENANCE |
| SECTION G. | INTEGRATED PEST MANAGEMENT |
| SECTION H. | TREE MAINTENANCE |
| SECTION I. | ADDITIONAL SERVICES |
| SECTION J. | TRAFFIC CONTROL |
| SECTION K. | COMPLIANCE-BASED PUNITIVE PENALTIES, LIQUIDATED DAMAGES, AND PROPERTY DAMAGE RESTITUTION |

SECTION A. INTENT OF SPECIFICATIONS

The Contractor shall commit to maintaining City parks & facility grounds to the highest industry standards, utilizing modern methods, equipment, and materials consistent with current best management practices, and the city's park & city facility grounds and transit site maintenance specifications. This includes timely upkeep to ensure continuity of safety, cleanliness, green space health and aesthetic appeal throughout the contract duration.

SECTION B. GENERAL MAINTENANCE SPECIFICATIONS

General Maintenance Specifications are applicable to all grounds and green spaces serviced under this agreement, specifically parks & city facility grounds, the Palmdale Transportation Center Grounds & Palmdale Park & Rides.

The city will accept NO less than full completion of the following functions during applicable weekly or biweekly service days and within the full span of each program's service area. Failure to comply with this expectation will result in compliance-based punitive penalties and/or liquidated damages as defined in Section K.

B.1 Minimum Service Frequencies

Services for all locations within the designated programs under this agreement shall be performed at the following minimum frequencies unless otherwise specified.

| Service Areas | Service Frequencies |
|---|---------------------------|
| Morning Opening Operations – All Sites | Daily |
| Parks, City Facility Grounds & Palmdale Transportation Center | Weekly or As Specified |
| Palmdale Park & Rides | Bi-weekly or As Specified |

B.2 Reporting of Landscape Pests and Disease

During daily operations, the CONTRACTOR shall thoroughly inspect all grounds & green spaces for signs of disease, insect infestation, or rodent activity. If any such issues are detected, the CONTRACTOR shall **immediately** notify the Parks Superintendent or appointed designee.

B.3 Reporting of Plant Material Loss or Damage

The CONTRACTOR shall **immediately** notify the Parks Superintendent or appointed designee of any damage or loss of plant material occurring within all service areas, regardless of the cause.

B.4 General Reporting Requirements

During daily operations, the CONTRACTOR shall immediately report the following issues to the Parks Superintendent or appointed designee:

- **IMMEDIATELY:** Large roadway debris; any type of vandalism; situations impeding services
- **DAILY:** Graffiti; illegal dumping; stray shopping carts

B.5 Landscape Replacement Responsibility

The CONTRACTOR shall bear responsibility for the replacement of turf, annual plants, shrubs, ground covers and trees in cases where damage or loss is determined to be a result of the CONTRACTOR's negligence to comply with specifications as outlined in this agreement. The selection of replacement plant material, including size and species, shall complement surrounding plantings as directed by the Parks Superintendent or appointed designee.

B.6 Contractor-Generated Trash

All areas, including medians, hardscapes, sidewalks, walkways, roadways, trails, curbs, gutters, private properties, or any other affected areas, shall be thoroughly cleaned of any debris resulting from CONTRACTOR'S maintenance operations. All debris must be appropriately disposed of before the completion of each workday. It is strictly prohibited to blow debris into streets, culverts, or adjacent properties.

B.7 User Generated Trash

Dumped debris, including glass, leaves, paper, and any other waste, must be promptly removed and disposed of in designated dumpsters during each day of service. If illegally dumped debris that can be attributed to an identifiable party is discovered, the CONTRACTOR is required to notify the Parks Superintendent or appointed designee. Upon filing an enforcement report with appropriate authorities, the Parks Superintendent or appointed designee will instruct the CONTRACTOR to remove and dispose of the dumped debris.

B.8 Green Waste Disposal

The CITY requires the CONTRACTOR to collect green waste separately from other litter & debris and to dispose of uncontaminated green waste generated by the performance of the work specified herein at specific green waste transfer sites. All uncontaminated green waste shall be transported to locations as directed by the Parks Superintendent or appointed designee and placed in designated green waste bins in compliance with SB 1383 and Palmdale Municipal Code 5.52.

B.9 Disposal of Refuse and Debris

The CONTRACTOR shall dispose of debris and refuse collected from service areas in an environmentally responsible manner. The city shall designate disposal sites at locations determined by the Parks Superintendent or appointed designee. Hazardous materials, including bodily fluids like blood, vomit, urine, and feces, will be removed, and sanitized by the CONTRACTOR. Drug paraphernalia such as syringes and sharps shall be removed by a city appointed biohazard cleanup and removal company. The CONTRACTOR shall ensure all staff is properly trained on universal precautions and provided with all necessary personal protection equipment to work safely according to OSHA PPE requirement section, Title 8, CCR, Sec 3380.

B.10 Sound Control

The CONTRACTOR shall adhere to all relevant noise control regulations, rules, and ordinances while carrying out all work. Noise control regulations apply to all parties operating within city jurisdiction. Additionally, all internal combustion engines used at work sites must be equipped with mufflers as recommended by the manufacturer.

B.11 Emergencies and Emergency Response

Emergency and/or unusual situations may arise which will require immediate and unusual provisions to protect the public from danger and/or damage to life and/or property, due directly or indirectly to the execution of work. It is incumbent upon the CONTRACTOR to make such provisions and to furnish such aid and protection.

The CONTRACTOR must ensure a supervisor is available via telephone round the clock, 365 days a year, dedicated to addressing city requests for emergency and after-hours services. The maximum response time for such requests shall not exceed one (1) hour.

The CONTRACTOR shall exercise foresight and implement appropriate measures and precautions to prevent regulatory non-compliance, risk to, damage, or loss of property or life resulting from potential interruptions or contamination of public water supply, irrigation, or other public services, as well as from incomplete or unsafe work. The CONTRACTOR shall bear financial responsibility for any liabilities resulting from their negligence.

B.12 Schedule Disruption

The CONTRACTOR shall provide professional maintenance services as outlined in each section of the technical specifications included herein. Notwithstanding daily opening operations, minimum frequency schedules shall be adjusted to accommodate major holiday observances, as stipulated by all applicable government codes. In instances where such holidays coincide with regularly scheduled maintenance days, scheduled services not rendered due to major holiday observances will be promptly rendered immediately following each holiday.

B.13 Maintenance Schedule / Commencement of Work

The CONTRACTOR is required to submit a comprehensive maintenance schedule to the city prior to initiating any work. This schedule shall be firm and consistent and shall ensure that sites are maintained in accordance with the minimum frequency expectations outlined in the technical specifications provided herein. Copies of these schedules must be available at both the CONTRACTOR's dispatch location and the Public Works Maintenance Center. The Parks Superintendent may post maintenance schedules on-line.

Unless otherwise directed by the Parks Superintendent or appointed designee, the CONTRACTOR'S maintenance schedules shall identify the site identification, work dates, and be structured to comply with all requirements stated in this solicitation.

The CONTRACTOR shall provide weekly updates when operations deviate from the comprehensive maintenance schedule approved by the Parks Superintendent or appointed designee. Any significant change to established operational plan shall warrant submission of proposed operational plan for approval prior to implementation.

B.14 Equipment

CONTRACTOR shall furnish, at its own expense, all equipment, all traffic control devices and materials necessary for the satisfactory performance of the work set forth in this solicitation. All equipment must be, and remain, in a good state of repair. All equipment will be used according to Manufacturer's recommendations.

Trucks and trailers provided for park maintenance services shall have the following minimum accessories or features:

- Mobile radio equipped with CONTRACTOR radio frequencies and/or cellular telephone.
- Operational and clearly visible rotating or strobe warning light and flashing rear taillights.
- Appropriate rear-mounted warning signs
- Appropriate signs and traffic control devices
- Painted or appropriately marked for high visibility.
- Unique identification number

Both sides of each CONTRACTOR maintenance vehicle shall be clearly marked with the following information in three (3") inch letters:

- Company Name and/or Logo
- City of Palmdale Park Maintenance Contractor
- Contractors Dispatch Office Telephone Number

The CONTRACTOR will be responsible for rebuilding, restoring, repairing, and otherwise correct damage to any public or private property caused by the CONTRACTOR'S operations.

California Air Resources Board (CARB) -1 Compliance

CONTRACTOR shall comply with all California Air Resources Board (CARB) regulations.

As of November 17, 2022, amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation include but are not limited to the following:

- Engine tier and model year phase-out requirements to accelerate the retirement of the oldest and dirtiest engines (Tier 0 through 2). Dates vary by fleet size.
- Restriction on adding vehicles with Tier 3 and Tier 4i engines.
- Requirement starting January 1, 2024, to use R99 or R100 renewable diesel in off-road diesel vehicles.
- Requirement starting January 1, 2024, for prime contractors and public works awarding bodies to obtain and retain a fleet's valid Certificate of Reported Compliance and to not enter into a contract for services with a fleet for which it does not have a valid Certificate of Reported Compliance.
- Voluntary compliance flexibility options for fleets that adopt zero-emission technology.

B.15 Communication Equipment

CONTRACTOR shall provide a telephone answering service, toll-free to residents and/or businesses of the City of Palmdale, from 7:30 AM to 4:30 PM Monday through Friday, except on major holiday observance days.

Answering service shall have the capability of contacting the CONTRACTOR by radio or cellular telephone equipment for the purpose of relaying instructions from the Parks Superintendent or appointed designee and for receiving resident and/or business complaints.

B.16 Permits/Licenses

The CONTRACTOR is responsible for obtaining all necessary permits and licenses required to lawfully carry out the services specified in this Contract.

At the time of submitting their proposal, the CONTRACTOR must hold a valid California C-27 Landscaping Contractor license and a C-61 Limited Specialty classification license with a D-49 Tree Services subcategory license. Failure to possess these specified licenses will render the proposal non-responsive and will preclude contract award to any bidder not holding required licenses at the time of bid submission.

Additionally, the CONTRACTOR shall maintain current licensing in good standing throughout the duration of the contract term.

B.17 Communication and Reporting

The CONTRACTOR shall communicate with the Parks Superintendent or appointed designee daily to prevent lapses in communication & coordination ensuring desired outcomes, return telephone calls to the public, schedule field inspections, and submit electronic work orders. Normal operating hours for Public Works Maintenance Division are Monday through Thursday from 6:30 AM to 5:00 PM. For after-hours emergencies, the city can be reached at (661) 267-5338.

The CONTRACTOR is responsible for promptly investigating all applicable complaints regarding on-going operations as requested by the Parks Superintendent or appointed designee. Complaints received by the CONTRACTOR prior to 2:30 PM shall be investigated on the same day, while complaints received after 2:30 PM shall be investigated before 12:00 PM

(Noon) on the following workday. The CONTRACTOR must notify the city via email of their findings after investigating and/or resolving the complaint within 24 hours. Additionally, the CONTRACTOR shall maintain fluid communication of on-going operations via a CITY group email and electronic work order system. Daily reports should include the following information:

- Locations of graffiti
- Observed vandalism
- Any property losses
- Schedule delays, with justification as required
- Number and types of complaints received, along with actions taken
- Any instances of disease/pests

B.18 Contractor Employee Expectations

All employees of the CONTRACTOR must wear clean uniforms with suitable identification, and no portion of the uniform may be removed while on duty. Any employee found out of uniform shall be promptly removed from the work area. The minimum uniform requirements are as follows:

- Shirts and Jackets: Highly visible Class 3 reflective colors and materials.
- Shirt Identification: Employee name and company name/logo.
- Trousers: Full-length (year-round).
- Shoes: Steel toe work boots
- Head protection: OSHA approved.

Any CONTRACTOR employee who fails or refuses to follow directions from the Parks Superintendent or appointed designee, or is deemed incompetent, unfaithful, intemperate, disorderly, or engages in threatening or abusive language while representing the city, will be immediately dismissed, and not rehired for city-associated work without written consent from the city.

All CONTRACTOR employees are required to possess the following basic knowledge, skills, and abilities:

- Valid basic and commercial driver's license(s) as required by the California DMV to operate CONTRACTOR equipment.
- Demonstrate an understanding of scope of work & technical specification requirements.
- Ability to operate equipment in accordance with manufacturer recommendations.
- Mechanical ability to make required operator adjustments to equipment.
- Knowledge of safety regulations related to professional landscape services and proper traffic control.
- American Red Cross Standard First Aid Certification – at least one crew member per crew.
- Demonstrated knowledge of horticultural maintenance best management practices

The CONTRACTOR must provide effective supervision to all employees, who are required to follow directions given by the Parks Superintendent or appointed designee. The CONTRACTOR shall furnish a list including the names and 24-hour telephone numbers of all employees in a supervisory capacity.

B.19 Automatic Vehicle Location Device

An automatic vehicle location device (GPS) must be installed on all vehicles used to provide the municipal services specified herein. This device will report all park maintenance CONTRACT fleet activity to both the CITY and the CONTRACTOR. The CONTRACTOR is obligated to provide the city with reasonable access to the location device information if required for performance management.

B.20 Dispute Resolution

The Parks Superintendent or appointed designee shall have access to all work sites and shall be provided with all necessary access to gain comprehensive knowledge regarding the progress, workmanship, and materials utilized in the project. In cases where the CONTRACTOR alters the approved work schedule, notification must be provided to the Parks Superintendent or appointed designee to ensure proper oversight is arranged. It is emphasized that any inspections conducted do not exempt the CONTRACTOR from fulfilling service requirements.

All inquiries arising through the execution of the work shall be directed to the Parks Superintendent or appointed designee. To facilitate problem resolution, the city may enlist consultation of a mutually agreed-upon expert to assess issues as required alongside the Parks Superintendent or appointed designee, aiding in evaluating the quality of the CONTRACTOR's maintenance. Both the Parks Superintendent or appointed designee will conduct inspections and oversee contract administration.

The CONTRACTOR is required to accompany the Parks superintendent or appointed designee on weekly service area inspections as required to ensure desired outcomes. During these inspections, any maintenance deficiencies will be documented in the Inspector's weekly report. It is imperative that all deficiencies noted in this report be rectified by the CONTRACTOR within forty-eight (48) hours and prevented from re-occurrence. Deficiencies resulting from defective workmanship or materials due to the CONTRACTOR's actions must be addressed by the CONTRACTOR as previously documented.

All notices regarding deficiencies and deductions in payment calculations will be initiated by Parks Superintendent or appointed designee, with final authorization by the Parks Superintendent and/or Maintenance Services Manager.

The Parks Superintendent or appointed designee will have full access to all CONTRACTOR'S operations and shall be furnished with every reasonable facility for acquiring full knowledge regarding the progress, workmanship and character of materials used and employed in the work.

B.21 Exclusions

The CONTRACTOR shall NOT be responsible for the maintenance of the following items; however, the CONTRACTOR shall report any issues outlined below to the Parks Superintendent or appointed designee.

- Painting over graffiti
- Fence repair/painting
- Unsafe sidewalks
- Vandalism to marquees and/or monuments
- Damage to City infrastructure resulting from traffic collisions.

SECTION C. DAILY SITE OPENINGS AND SAFETY INSPECTIONS

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages outlined in Section K.

C.1 Daily Opening & Safety Inspection

The CONTRACTOR shall ensure parks are opened promptly at 6:00 am every day. Before welcoming the public, a thorough inspection of all park and city facility grounds will be carried out without fail, 365 days a year, including weekends and holidays, except for Joe Davies Heritage Airpark where opening operations shall be conducted weekly Friday through Monday. This inspection aims to identify, document, and promptly address any safety concerns or instances of vandalism. The CONTRACTOR is responsible for ensuring the following tasks are completed as follows at parks, city facility grounds & transit sites:

Completed by 6:00 a.m.:

- Open parking lot swing gates
- Open park restrooms
- Open tennis, multi-use courts and skate parks.

Completed by 7:00 a.m.:

- Delineate hazards and report them immediately.
- Report any vandalism or property loss, including graffiti.
- Remove all litter and debris on city facility grounds, including any accumulation at the entrances of city facilities to ensure clean passage for City staff and the public.
- Remove all litter and debris from parks and transit sites.

C.2 Park Playgrounds, Fall Protection Surface Areas, and Exercise Station Equipment

1. Daily inspections of all playground and exercise station equipment fall protection surfaces are mandatory and shall be conducted at the beginning of each day. Sand, wood chips, and any other materials used for fall protection must be meticulously groomed, ensuring cleanliness and removal of any foreign or hazardous items.
2. Every day, a comprehensive inspection of playground equipment must be carried out to detect any signs of wear, damage, loose hardware, or nuts and bolts. Any identified issues and unsafe conditions must be **immediately** reported to the Parks Superintendent or appointed designee.
3. Immediate attention must be given to rectify depressions in fall protection surfaces around play equipment. These depressions shall be corrected daily by redistributing sand or wood chips as required to ensure a level surface throughout.
4. During the leveling process, concrete footings must not be left exposed. Proper coverage is essential to prevent trip hazards, and footings should be adequately covered.
 - The raking and distribution of sand and wood chips around and beneath playground equipment must maintain a minimum depth of twelve (12) inches. This depth should extend eight (8) feet beyond all ends of the equipment whenever feasible. If unable to meet this requirement, the CONTRACTOR must promptly inform the Parks Superintendent or appointed designee.

- All playground fall protection surfaces, including sand, wood chips, and any other materials, must be kept free of litter, broken glass, cans, and any other debris that could pose harm or detract from the area's safety and appearance utilizing specialized mechanical equipment. Sand shall be mechanically turned to prevent compaction providing for proper fall attenuation.

5. Equal access play areas and their resilient surfaces must undergo thorough cleaning during park opening operations, including removal of sand, silt, spills, and all debris.
6. Walkways surrounding sand and wood chip play areas, as well as equal access areas, should be swept regularly, with any displaced material returned to the designated play areas.
7. Horseshoe pit sand, disc golf tee stations, and exercise equipment station surface materials must undergo daily inspections and grooming at the start of each day. Any foreign or hazardous materials must be removed, ensuring a safe, clean, and level surface.

C.3 Trash Receptacles

1. Exterior trash receptacles will be emptied once daily from Monday through Wednesday, prior to 8:00 a.m., with all waste promptly deposited into designated dumpsters. Trash receptacle lids must be properly set on receptacles after waste is collected, except for Joe Davies Heritage Airpark.
2. Thursday through Sunday, exterior trash receptacles will be emptied twice daily: first, prior to 8:00 a.m., and then again before 2:30 p.m., except for Joe Davies Heritage Airpark. All waste collected during these times will be promptly disposed of in designated dumpsters.
3. Exterior trash receptacles at Joe Davies Heritage Airpark shall be emptied once daily Friday through Monday prior to 8:00 am.
4. Any portable trash cans will be strategically positioned for convenient public use and, if found displaced, shall be returned to their designated locations each morning.
5. The CONTRACTOR shall utilize city-provided trash can liners in all trash cans and receptacles to maintain uniformity and efficiency.
6. Trash receptacles, lids and surrounding hardscapes shall undergo weekly pressure washing and sanitization necessary to maintain hygienic conditions. See pressure washing section C.6 for operational requirements.
7. Park pet waste stations shall be checked and emptied daily. The City will issue pet waste bags to the CONTRACTOR, who shall keep park pet waste stations continuously stocked.

C.4 Dumpster Enclosures and Roll-Off Bins

1. The CONTRACTOR shall keep all dumpster enclosures and roll-off bin areas free from trash and any accumulated or illegally dumped debris.

2. Daily collection and disposal of all trash and debris into designated dumpsters is mandatory.
3. Dumpster enclosures shall be pressure washed **weekly** or as directed by the Parks Superintendent or appointed designee. See pressure washing section C.6 for operational requirements.

C.5 Hardscape Maintenance

1. During daily opening operations, the CONTRACTOR shall blow down all walkways, steps, hard court areas, picnic pavilions, parking lots, and artificial turf daily. All debris generated from this process must be promptly picked up. Opening operations at Joe Davies Heritage Airpark shall be conducted weekly Friday through Monday.
2. During daily opening operations, all trash, accumulated debris, and any illegally dumped materials in city park and facility entryways, walkways, steps, hard court areas, picnic pavilions, and parking lots must be collected by the CONTRACTOR and deposited into designated dumpsters. Opening operations at Joe Davies Heritage Airpark shall be conducted weekly Friday through Monday.
3. When working in proximity to city facilities, the CONTRACTOR is permitted to utilize power equipment strictly between the hours of 6:00 a.m. and 7:30 a.m., unless otherwise authorized by the Parks Superintendent or appointed designee.

C.6 Pressure Washing Operations

Prior to pressure washing, the CONTRACTOR shall properly pick up and dispose of any solid waste. Oil and solvent spills must be properly contained and cleaned up with an approved absorbent product, according to applicable regulatory requirements including Title 40 CFR 112 as it pertains to Spill Prevention, Control and Countermeasure. All pressure washing operations shall utilize high-pressure hot water equipment to ensure effective sanitization necessary to promote public health & safety. The water temperature should be maintained at a minimum of 200 degrees Fahrenheit for faster cleaning and drying time and a measurable reduction of germs. The pressure washing equipment must be capable of delivering a pressure of 3500 PSI (pounds per square inch) for optimal cleaning performance and have vacuuming capabilities for simultaneous removal of standing water & debris.

Additionally, pressure washing equipment shall be operated by trained personnel in accordance with applicable safety, and manufacturer specifications to achieve safe, thorough, and effective grounds sanitizing, ensuring each employee or agent on behalf of the CONTRACTOR is trained and knowledgeable with the equipment providing for appropriate and safe operation per Cal/OSHA Title 8 CCR Sec. 3203. The city may mobilize CONTRACTOR pressure washers to assist with graffiti abatement which does not relieve the CONTRACTOR of the comprehensive pressure washing expectations outlined herein. CONTRACTOR pressure washing operations shall not waste water and shall prevent wash water run-off into storm drains. All pressure washing equipment shall be mobilized in proper working order.

Civic Center and City Facility Grounds:

All entryways and walkways shall undergo hot water pressure washing and sanitizing as required a **minimum of three times per week** to eliminate any foreign objects from surfaces, such as gum, grease, bird droppings, spills, grime, and any unsanitary condition. Additional pressure washing may be required as directed by the Parks Superintendent or appointed designee.

Park & Transit Site Grounds, Amenities and Furnishings:

All grounds, pavilions, ramadas, train shelters, and furnishings at all sites, including tables, benches, cooking grills, bleachers, drinking fountains, bottle fillers, trash receptacles, trash cans, and lids, shall undergo hot water pressure washing and sanitizing to remove all foreign objects from surfaces, such as gum, grease, bird droppings, spills, grime, and any unsanitary condition, as follows:

- **Sept. 1 through May 31:** **Weekly** hot water pressure washing or as directed by the Parks Superintendent or appointed designee.
- **June 1 through Aug. 31:** **Twice Weekly** hot water pressure washing or as directed by the Parks Superintendent or appointed designee.
- Additional pressure washing may be required as directed by the Parks Superintendent or appointed designee.

Tennis, Basketball, Pickleball Courts:

All exterior courts, including tennis, basketball, and pickleball courts, shall undergo **weekly** pressure washing per sports surface manufacturer recommendations or as directed by the Parks Superintendent or appointed designee. CONTRACTOR shall prevent any damage to all painted and sports court surfaces.

Dumpster Enclosures:

Hot water pressure washing of all dumpster enclosures is required on a **weekly basis** or as directed by the Parks Superintendent or appointed designee.

Joe Davies Heritage Airpark:

Pressure washing operations at Joe Davies Heritage Airparks shall be conducted **as requested** by the Parks Superintendent or appointed designee.

C.7 Grounds Furnishings

1. Daily inspections of picnic tables, benches, bleachers, and all other grounds furnishings shall be conducted to identify any graffiti, carvings, loose planks or braces, cleanliness issues, or repair needs. Any observed issues must be **immediately** reported to the Parks Superintendent or appointed designee.
2. Cooking grills will be thoroughly cleaned to remove ashes, partially burned charcoal, garbage, and leftover food every day. Additionally, grills shall undergo inspections for any repair requirements, with any identified issues **immediately** reported to the Parks Superintendent or appointed designee.
3. Entire picnic pavilion, train shelter and park and ride areas shall always be maintained free from all litter and debris.
4. All tacks, staples, strings, and other objects adhered to pavilion structures by park patrons must be removed daily to maintain a clean and safe environment.

C.8 Drinking Fountains

The CITY shall be responsible for the repair or replacement of drinking fountains and bottle-filling stations. The CONTRACTOR shall immediately report any malfunctioning or vandalized drinking water sources to the Parks Superintendent or appointed designee.

C.9 Swales, Drains and Grates – All Sites

Drainage infrastructure including inlet structures, channels, gutters, and drains within Park, City facility and Transit Site grounds and up to the edge of all asphalt pavement shall be kept free of vegetation, debris, and algae to allow the unrestricted flow of water. Plugged drains and missing or damaged grates shall be immediately reported to the Parks Superintendent or appointed designee.

1. Swales shall be inspected and kept clear of all silt, debris, and litter to allow for continuous flow of water.
2. Drains and collection boxes shall be cleared of all debris and kept in a clean condition.
3. Drain grates shall be inspected to mitigate hazards. The CONTRACTOR shall immediately inform the Parks Superintendent or appointed designee of any broken or missing grates and delineate any hazards for public safety.

SECTION D. TURF MAINTENANCE

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages outlined in Section K.

D.1 Pre-Mowing Operation

In accordance with California Department of Industrial Relations Labor Board General Industry Safety Order 3563, prior to each mowing operation, a knowledgeable and responsible employee must conduct site inspections to assess the feasibility of mowing safely and effectively without damaging turf. It is imperative to avoid shredding litter with mowers, driving over and breaking glass bottles, and traversing excessively wet turf areas.

All debris, including glass, paper, and other waste, must be removed, and disposed of in designated dumpsters. The CONTRACTOR is responsible for maintaining appropriate turf grade, including on-going flagging & backfilling of depressions or rodent burrows with city provided sand & compost.

Mower operators shall avoid damaging turf, tree trunks, fences, irrigation systems, utilities, and infrastructure within or contiguous to all turf areas. Any damage caused by mowers shall be promptly reported to the Parks Superintendent or appointed designee. The use of recycling mowers is mandatory.

D.2 Turf Mowing

Turf maintenance requires the use of power mowers, meticulously maintained to always have sharp blades, regularly cleaned, and sterilized to prevent importation of foreign grasses, weeds & diseases. Mowers shall be operated to achieve a smooth, even cut, effectively processing clippings to prevent any windrowed clumps or remnants after mowing is completed. Tattering, shredding, bruising, or tearing of turf grass blades is not permitted. All mower safety features shall remain in place to protect the operator and the public. The Parks Superintendent or appointed designee may adjust the following cutting heights as required.

| Turf Type | Cutting Height |
|--------------------|----------------|
| Passive Turf Areas | 3 inches |
| Multi-Use Fields | 2.5 inches |
| Soccer Fields | 1.5 inches |
| Softball Fields | 1.5 inches |
| Meadow Grasses | 12 inches |

As cold tolerant Bermuda sports turf approaches dormancy, typically beginning in September, cutting heights should be raised to 2" providing for additional turf depth to promote wear tolerance during dormancy.

D.3 Non-Mowed Meadow Grasses

Power string trimmers may be used to trim non-mowed meadow grasses and shall have the capability to provide a smooth cut at approximately 12 inches in height. String trimming shall clear blocked irrigation coverage and should not cut the crown of the grass.

D.4 Turf Edging

All turf grass borders, including ball diamond aprons and warning tracks, must be accurately edged during each mowing operation. Turf borders along sidewalks and mow strips shall be edged using a vertical blade edger. The use of string trimmers for this purpose is not permitted. String trimmers may only be used for trimming around appurtenances in turf, such as valve and meter boxes, enclosures, and manhole covers.

D.5 Clipping Pick Up

Mowers that are meticulously maintained to always have sharp blades and operated effectively will not leave excessive clippings after each mowing operation. The presence of excessive clipping remnants indicates non-compliant mowing. Such remnants must be collected and removed from the site before the completion of the day's mowing operations at each site or the end of the workday, whichever comes first. Failure to adhere to this requirement will result in punitive penalties for non-compliance.

D.6 Walkways

Walkways are to be maintained in a weed-free condition. This includes the removal of weeds in all paved and unpaved walkways, in joints, cracks, or other crevices within or adjoining to the curb and gutter, up to the edge of asphalt pavement.

D.7 Removal of Leaf Litter

Accumulation of leaf and needle litter from all areas including grounds, planters, and turf areas shall be removed in an on-going manner and placed in designated green waste dumpsters. The CITY requires the CONTRACTOR to collect green waste separately from other litter & debris and to dispose of uncontaminated green waste generated by the performance of the work specified herein at specific green waste transfer sites. All uncontaminated green waste shall be transported to locations as directed by the Parks Superintendent or appointed designee and placed in designated green waste bins in compliance with SB 1383 and Palmdale Municipal Code 5.52.

D.8 Clean Up

All walkways, trails, parking lots, roadways, or any other areas affected by mowing operations shall be thoroughly cleaned, and all debris removed and disposed of in designated dumpsters before the completion of mowing operations at each site. Any debris generated from

CONTRACTOR operations must be promptly collected and disposed of in designated dumpsters. Under no circumstances shall debris be blown into streets, culverts, or adjacent properties.

D.9 Frequency

| Minimum Mowing / Trimming Frequencies | | |
|--|--|--|
| Turf Type | March – October | November – February |
| Passive Turf Areas | Weekly | As required to maintain proper height per section D2 |
| Multi-Use Fields | Weekly | As required to maintain proper height per section D2 |
| Soccer Fields | Weekly | As required to maintain proper height per section D2 |
| Softball Fields | Weekly | As required to maintain proper height per section D2 |
| Meadow Grasses | Annually or as directed per section D2 | |

D.10 Artificial Sports Turf

The CONTRACTOR shall maintain artificial sports turf according to the manufacturer recommendations. There are 4 basic maintenance operations all artificial sports turf requires. Sweeping, brushing, raking, and aerating. Sweeping ensures cleanliness so that foreign material does not get into the infill. Brushing rejuvenates the matted fibers and levels the top portion of the infill. Raking prevents fibers from matting down and ensures the infill is loosened. Aerating is done with rotating tines designed to penetrate and loosen the infill to avoid minor compaction.

D.11 Artificial Sports Turf Maintenance Frequencies

The CONTRACTOR shall maintain artificial sports turf according to the following maintenance frequencies utilizing equipment approved by the artificial sports turf manufacturer.

- Sweeping: As needed to maintain clean fields.
- Brushing: Done every 4-6 weeks.
- Raking: Done every 4-6 weeks.
- Aerating: Maximum of 3 times per year, beginning in year 2.

Other maintenance operations to be done according to usage include inspecting lines and markings, top dressing infill, and snow removal. The CONTRACTOR shall utilize the artificial turf manufacturer's official maintenance log to track maintenance and notify the Parks Superintendent or appointed designee when any line markings or seams come apart. Adding rubber to the top layer of infill may be necessary in high traffic areas. The city will purchase and supply any materials required to properly maintain artificial sports turf.

Tow Vehicles: The minimum requirement to pull groomers and sweepers is vehicles with at least 20hp and be equipped with turf tires. Vehicles shall not exceed 70 PSI / 10,080 PSF of pressure on the artificial turf.

Setting Sweepers: When setting sweepers for use, the CONTRACTOR shall ensure the brushes never penetrate the infill. Proper removal of debris will only require the brushes to penetrate the top of the fibers.

Setting Groomers: When setting the groomer components for use, the rotating tines should penetrate the infill by $\frac{3}{4}$ ". The rakes should penetrate the infill by $\frac{1}{2}$ ". The brushes shall not

penetrate the infill. Grooming systems equipped with internal/external rotary brushes should be limited to frequencies of 2-3 times per year.

D.12 Inclement Weather

Inclement weather may prohibit adherence to the scheduled frequency, in which case the Parks Superintendent or appointed designee can redirect CONTRACTOR crews to assist city staff with storm related operations. All maintenance missed due to inclement weather shall be resumed during the next scheduled service. Compliance based punitive penalties will be waived when CONTRACTOR is re-directed during inclement weather. If CONTRACTOR support with storm related operations is not required, the city shall not pay for daily service when CONTRACTOR sends crews home.

SECTION E. PLANTER, MEDIAN AND ROUND-A-BOUT MAINTENANCE SPECIFICATIONS

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages outlined in Section K.

E.1 Pruning of Plants and Shrubs

Shrubs and other woody plants must be pruned in accordance with ANSI 300 Pruning Standards, latest edition, and species-specific horticultural recommendations. Plants & shrubs shall be maintained within the boundaries of their designated landscaped areas to prevent encroachment into walkways, trails, parking spaces, roadways, and private property. Shrubs must be kept to a maximum height of four (4) feet, unless otherwise directed by the Parks Superintendent or appointed designee. Natural pruning to maintain attractive natural structure is required. The CONTRACTOR shall prune plants and shrubs to ensure irrigation coverage is not obstructed.

After blooming cycles, all spent blooms must be removed. Hedges should be re-sheared before reaching six (6) inches of new growth. Vines should be pruned as needed to maintain a satisfactory appearance, removing deadwood after new leaf growth in spring and shall be kept securely attached to walls and fences. The CONTRACTOR is responsible for providing labor and equipment at a cost in accordance with Vine Support System Repair bid in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services**.

E.2 Trimming of Ground Covers

Ground cover shall be pruned according to species specific prescribed horticultural practices and to avoid blocking irrigation coverage as directed by Parks Superintendent or appointed designee.

Ground cover shall be maintained within the limits of landscaped areas so as not to encroach into walkways, trails, roadways, and private property.

E.3 Weed Control

The CONTRACTOR shall develop and implement an effective integrated pest management (IPM) program and provide an annual application plan according to a pest control advisor's recommendation. The pest control advisor's recommendation shall be aligned with current and emerging science and provide the highest possible efficacy. The CONTRACTOR's IPM program shall focus on pre-emergence control to reduce continuous post emergence applications, propagation, unsightly living, dying and skeletonized weeds and recover time wasted on mechanical abatement. All applications shall be according to product manufacturer labels, regulatory requirements and IPM best management practices. Sole focus on post emergence

control is not permitted. Special care must be taken to prevent damage to surrounding plant material during all applications.

The CONTRACTOR shall bear the cost of selective & non-selective pre, and post emergent products, surfactants, and drift control products applied for integrated vegetation management. Additionally, the CONTRACTOR assumes full responsibility and liability for the safe handling and application of all products. The CONTRACTOR shall provide a list of all proposed products and mobilize qualified applicators with effective situational awareness to prevent any regulatory compliance violations, complaints, and liability loss exposure.

Applications shall be scheduled at times when patrons and children are not present, especially at sites adjacent to schools, and around playgrounds. Mechanical weed abatement methods as a measure of control shall indicate non-compliance, are not permitted, and will result in punitive penalties for non-compliance.

E.4 Planter Grade, Watering Basins, and Mulching

The CONTRACTOR shall be responsible for maintaining watering basins (wells) for plants, shrubs, and trees to ensure effective irrigation, and shall backfill depressions, and rodent burrows as needed to prevent run off or trip hazards. Mulching may be required in planter areas as determined by the Parks Superintendent or appointed designee.

Mulch material will be provided by the city and will be accessible to the CONTRACTOR at designated sites.

E.5 Plant & Shrub Rejuvenation Pruning

Rejuvenation pruning operations shall be conducted during the late winter months, and before spring as directed by the Parks Superintendent or appointed designee.

E.6 Plant Material Replacement

The CONTRACTOR shall bear full responsibility for the removal and replacement of plant material lost due to the CONTRACTOR's inappropriate maintenance or negligence, as determined by the Parks Superintendent or appointed designee.

E.7 Green Waste Disposal

The CITY requires the CONTRACTOR to collect green waste separately from other litter & debris. The CONTRACTOR shall dispose of uncontaminated green waste generated by the performance of the work specified herein in designated green waste dumpsters by completion of trimming operations at each site or the end of the workday, whichever occurs first. Uncontaminated trimmings and green waste shall be recycled in compliance with SB 1383 and Palmdale Municipal Code 5.52.

E.8. Litter and Debris Removal

Dumped debris, glass, leaves, paper, and/or other debris blown into all planters shall be removed and disposed of in designated dumpsters daily.

E.9. Removal of Seasonal Leaf Litter

Accumulation of leaf and needle litter from all areas including grounds, planters, and turf areas shall be removed in an on-going manner and placed in designated green waste dumpsters.

E.10 Clean Up

All walkways, trails, parking lots, roadways, or any other areas affected by planter maintenance operations shall be thoroughly cleaned, and all debris removed and disposed of in designated dumpsters before the completion of planter operations at each site. Any debris generated from CONTRACTOR operations must be promptly collected and disposed of in designated dumpsters. Under no circumstances shall debris be blown into streets, culverts, or adjacent properties.

E.11 Minimum Planter Maintenance Frequency

The CONTRACTOR shall provide and adhere to firm and consistent weekly minimum frequency maintenance schedules, effectively addressing all planter maintenance obligations across the full span of every site.

E.12 Inclement Weather

Inclement weather may prohibit adherence to the scheduled frequency, in which case the Parks Superintendent or appointed designee can redirect CONTRACTOR crews to assist city staff with storm related operations. All maintenance missed due to inclement weather shall be resumed during the next scheduled service. Compliance based punitive penalties will be waived when CONTRACTOR is re-directed during inclement weather. If CONTRACTOR support with storm related operations is not required, the city shall not pay for daily service when CONTRACTOR sends crews home.

SECTION F. IRRIGATION MAINTENANCE SPECIFICATIONS

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages outlined in Section K.

F.1 Contractor's Scope of Work

The CONTRACTOR shall assume full responsibility for proper maintenance of all irrigation components downstream of backflow prevention devices. This includes, but is not limited to, the maintenance, repair, and/or replacement of system sleeves, mainlines, irrigation control wires, irrigation control valves, valve diaphragms, valve boxes, quick couplers, quick coupler boxes, gate valves, lateral lines, swing joints, sprinkler heads, and sprinkler nozzles, bubblers, nipples, drip tubing and emitters.

The city will provide all irrigation supplies necessary for the CONTRACTOR'S maintenance of irrigation systems. These materials will be available to the CONTRACTOR at the city's maintenance center located at 39110 3rd Street East. The CONTRACTOR shall immediately report irrigation system deficiencies to the Parks Superintendent or appointed designee. This report shall outline areas that are over-irrigated or under-irrigated.

The CONTRACTOR will be tasked with performing seasonal maintenance, such as cleaning out the interior of valve boxes, irrigation controller, and backflow prevention device enclosures, insulating backflow prevention devices and irrigation booster pumps and replacing damaged valve and quick coupler boxes. City and CONTRACTOR staff will inspect irrigation systems exhibiting poor efficiency. Any identified deficiencies shall be promptly addressed by the CONTRACTOR in accordance with the engineering detail drawings and specifications available in Section 6 of the city's engineering standards.

F.2 City of Palmdale's Scope of Work

The city will assume responsibility for the maintenance, replacement, and programming of all irrigation controllers, enclosures, and associated water conservation equipment. Additionally, the city will manage the maintenance and replacement of backflow prevention devices and enclosures, flow sensors, and pressure regulators as required.

F.3 Reporting of Irrigation Material Use

The CONTRACTOR is required to track and report all irrigation materials used for repairs across all sites, as directed by the Parks Superintendent, or appointed designee. The CONTRACTOR will be provided with a predetermined allocation of irrigation materials and must report irrigation material usage in keeping with established procedures before requesting additional stock. The CONTRACTOR shall log all irrigation system repairs, including labor and material in the city's electronic work order management system.

F.4 Irrigation System Testing and Adjustments

All irrigation systems shall undergo inspection and testing on scheduled service days or as necessary when damage is suspected, observed, or reported. These tests must encompass the full span of each irrigation system at each site, ensuring proper coverage through the repair of any damaged or defective parts. The CONTRACTOR shall cycle irrigation controller(s) through each station, allowing sufficient time as required by the emission devices, to verify their proper function, make necessary adjustments, and repair any observed defects.

Adjustments shall be made to all sprinkler heads, and point source irrigation to ensure proper angle, depth, distribution uniformity, and matched precipitation rates according to design specifications and as directed by the Parks Superintendent or appointed designee. Irrigation adjustments should prevent excessive runoff onto sidewalks, gutters, trails, roadways, or adjacent properties. Once adjustments and repairs are completed, the CONTRACTOR shall cycle the station again to verify proper operation.

Damaged or defective valve boxes and lids shall be replaced by the CONTRACTOR to ensure safety and functionality, and any inoperable irrigation system component identified within the CONTRACTOR's scope shall be immediately replaced or repaired. Any issues with items not designated as the CONTRACTOR's responsibility shall be immediately reported to the Parks Superintendent or appointed designee.

F.5 Irrigation System Repairs

All repairs must adhere to the detail drawings & specifications outlined in Section 6 of the City of Palmdale's Engineering Standards and comply with industry best management practices. In the case of older irrigation systems, repairs shall bring them up to current standards. This includes installing components such as pressure regulating valves, pressure control dials, pressure compensating screens, seal-a-matic / pressure regulating system (SAM-PRS) sprinklers and rotors, MPR and rotary nozzles, bubblers, drip tubes, emitters, and check valves ensuring matched precipitation rates, distribution uniformity and appropriate operating pressures required for maximized irrigation system efficiency.

Additionally, the CONTRACTOR shall flush lines after repairs to clear any rocks, mud, and debris that could clog nozzles. All repairs must be completed as soon as possible and no later than 24 hours of discovery by the CONTRACTOR or notification by the Parks Superintendent or appointed designee. Any recommended irrigation system modifications must be pre-approved by the Parks Superintendent or appointed designee.

F.6 Irrigation Minimum Service Frequency

The CONTRACTOR shall provide and adhere to firm and consistent irrigation maintenance schedules, effectively addressing all irrigation maintenance obligations across the full span of every irrigation system in each service area meeting or exceeding the following minimum frequencies.

| Program | Minimum Service Frequency |
|--------------------------------|----------------------------------|
| Parks & Facility Grounds | Weekly |
| Palmdale Transportation Center | Weekly |
| Park & Rides | Biweekly |

F.7 Inclement Weather

Inclement weather may prohibit adherence to the scheduled frequency, in which case the Parks Superintendent or appointed designee can redirect CONTRACTOR crews to assist city staff with storm related operations. All maintenance missed due to inclement weather shall be resumed during the next scheduled service. Compliance based punitive penalties will be waived when CONTRACTOR is re-directed during inclement weather. If CONTRACTOR support with storm related operations is not required, the city shall not pay for daily service when CONTRACTOR sends crews home.

F.8 Irrigation Staff Training Expectation

The CONTRACTOR shall guarantee that all personnel engaged in irrigation system maintenance are fully trained and demonstrate a comprehensive proficiency in all aspects of engineered irrigation systems. The CONTRACTOR'S irrigation maintenance team must have the capability to troubleshoot and resolve a full range of irrigation system issues promptly and effectively.

The CONTRACTOR Supervisor or Lead Worker overseeing irrigation technicians must hold professional certification as an Irrigation Contractor and/or Irrigation Technician accredited by recognized bodies such as the Irrigation Association and/or California Landscape Contractors Association.

F.9 Irrigation System Maintenance Staffing

The CONTRACTOR shall deploy dedicated irrigation maintenance personnel, separate from other crews mobilized for other functions, ensuring adequate staffing to meet the requirements outlined herein. The city requires the CONTRACTOR to furnish well-trained and certified irrigation maintenance staff outfitted with the necessary tools and equipment, including wire tracing, and locating devices. The CONTRACTOR must also provide effective supervision to ensure full compliance with the terms of this agreement.

A detailed, firm, and consistent irrigation maintenance schedule and organizational chart must be provided to the Parks Superintendent or appointed designee. Any alterations to the irrigation maintenance schedule or staff assignments must be pre-approved by the Parks Superintendent or appointed designee.

The CONTRACTOR is required to provide year-round staffing to address irrigation system audits, tune ups, renovations, upgrades, and preventative repairs outside the growing season. Irrigation system audits & tune ups shall be coordinated by the Parks Superintendent or appointed designee and aligned with existing maintenance schedule, aiming to prepare irrigation systems for subsequent growing season, annual spring planting and green space renovation projects.

SECTION G. INTEGRATED PEST MANAGEMENT SPECIFICATIONS

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages outlined in Section K.

G.1 Use of Restricted Materials

The CONTRACTOR shall develop and implement an effective integrated pest management (IPM) program and provide an annual application plan according to a pest control advisor's recommendation. The pest control advisor's recommendation shall be aligned with current and emerging science and provide the highest possible efficacy. The CONTRACTOR's IPM program shall focus on pre-emergence control to reduce continuous post emergence applications, propagation, unsightly living, dying and skeletonized weeds and recover time wasted on mechanical abatement. All applications shall be according to product manufacturer labels, regulatory requirements and IPM best management practices. Sole focus on post emergence control is not permitted. Special care must be taken to prevent damage to surrounding plant material during all applications. The CONTRACTOR's IPM program shall include developed and undeveloped parkland.

The CONTRACTOR shall bear the cost of selective & non-selective pre, and post emergent products, surfactants, and drift control products applied for integrated vegetation management. Additionally, the CONTRACTOR assumes full responsibility and liability for the safe handling and application of all products. The CONTRACTOR shall provide a list of all proposed products and mobilize qualified applicators with effective situational awareness to prevent any regulatory compliance violations, complaints, and liability loss exposure.

Applications shall be conducted at times when patrons and children are not present, especially at sites adjacent to schools, and around playgrounds. Mechanical weed abatement methods as a measure of control shall indicate non-compliance, are not permitted, and will result in punitive penalties for non-compliance.

IPM products utilized by the CONTRACTOR shall be limited to materials approved by the State of California Department of Pesticide Regulation. The CONTRACTOR shall provide associated product labels and product Safety Data Sheets. All restricted materials applied by the CONTRACTOR shall conform to Los Angeles County Department of Weights and Measures, Agricultural Commissioner regulations.

G.2 Licenses, Certificates, and Records

Selective and non-selective, pre and post emergence IPM products shall be administered solely based on recommendations from a licensed pest control advisor and only applied by trained and qualified applicators.

Comprehensive records of all herbicide and pesticide applications must be meticulously maintained in accordance with the regulations set forth by the relevant authorities. Detailed and actionable application logs shall be submitted weekly or bi-weekly, according to the corresponding service area maintenance frequency. Application logs shall be submitted to the Parks Superintendent or appointed designee.

G.3 Drift Control

Drift control measures shall be exercised during all spray applications. Applications shall be scheduled at times when patrons and children are not present, especially at sites adjacent to

schools, and around playgrounds. The CONTRACTOR shall implement all precautionary measures necessary to ensure public and worker safety.

G.4 Chemical Edging

Chemical edging may be employed along walls, enclosures, posts, and fences where the repeated use of string trimmers may cause damage, or as directed by the Parks Superintendent or appointed designee.

In turf areas where trees are present, herbicide treatment shall be consistently applied to create a buffer zone extending six (6) to twelve (12) inches around the tree's basal flares. This buffer zone is intended to safeguard the trees from mechanical damage. The contractor shall ensure that these protective rings always remain free from weeds.

G.5 Public Notices

The CONTRACTOR is required to comply with posting of all necessary application notifications in accordance with the product manufacturer's recommendations and relevant regulatory agency requirements. IPM products shall not be applied until written authorization is obtained from the Parks Superintendent or appointed designee. Moreover, restricted materials may solely be applied by trained applicators under the supervision of a Qualified Applicator Certificate holder.

SECTION H. TREE MAINTENANCE SPECIFICATIONS

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages outlined in Section K.

H.1 Minor Tree Maintenance Operations

The CONTRACTOR shall conduct minor tree maintenance within the full span of each service area as directed by the Parks Superintendent or appointed designee. Tasks include guying, staking, retying, removal of tree stakes, tree pruning to remove suckers, water sprouts, and broken branches. Tree pruning shall adhere to ANSI 300 pruning standards, ensuring safety, aesthetic appeal, balance, health, and adequate line of sight for municipal signs and pedestrian sidewalk clearance. The city will supply tree stakes, tree ties, and guying material. Non-compliance with these requirements will result in compliance-based punitive penalties.

H.2 Pruning

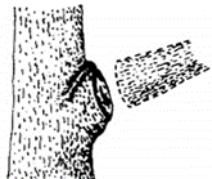
Minor pruning is typically effective at any time of the year with minimal impact on the tree. However, for optimal growth and rapid wound closure, pruning is best done before the spring growth flush. Some trees, such as maples and birches, may "bleed" if pruned early in spring, though this is generally harmless.

Certain tree diseases, like oak wilt, can spread through pruning wounds during active transmission periods. Therefore, pruning cuts shall always be minimized and susceptible trees should not be pruned during these times.

Heavy pruning just after the spring growth flush should be avoided. At that time, trees expend a great deal of energy to produce foliage and early shoot growth. Removal of a substantial percentage of foliage at this time can stress the tree. When to prune section contains consumer information provided by the International Society of Arboriculture.

H.3 Making Proper Pruning Cuts

Pruning cuts should be made just outside the branch collar. The branch collar contains trunk or parent branch tissue and should not be damaged or removed. If the trunk collar has grown out on a dead limb to be removed, make the cut just beyond the collar. Do not cut the collar.



Pruning cuts should be made just outside the branch collar.



On a dead branch that has a collar of live wood, the final cut should be made just beyond the outer edge of the collar

If a large limb is to be removed, its weight should first be reduced. Making an undercut about 12 to 18 inches from the limb's point of attachment accomplishes this. Make a second cut from the top, directly above or a few inches farther out on the limb. Doing so removes the limb, leaving the 12- to 18-inch stub. Remove the stub by cutting back to the branch collar. This technique reduces the possibility of tearing the bark. Tree pruning shall be performed based on the following categories with the intent of developing structurally sound trees symmetrical in appearance with the proper vertical and horizontal clearance. All pruning and trimming operations shall be in accordance with ISA Standards.

- (a) All suckers and sprouts shall be cut just outside the bark branch collar.
- (b) All structural weaknesses such as split branch unions, trunks, limbs, or severe damage of any kind shall be **immediately** reported to the Park Superintendent or appointed designee.
- (c) All trimmings and debris shall be removed and disposed of offsite at the end of each day's work.
- (d) Under no circumstances will stripping of lower branches be permitted in trees of 8" DBH or less. Lower branches shall be retained in a "tipped back" or pinched condition. Upon approval of the Parks Superintendent or appointed designee, skirting of lower branches may be done to mitigate irrigation coverage issues.

H.4 Staking, Guying and Tying

Trees, which shall be staked, fall into the following categories:

- (a) Replacement of missing or damaged stakes before the tree is fully rooted, anchored and independently upright.
- (b) Cases where a tree has been damaged and requires tree support systems to recover.
- (c) New trees or recently planted trees which have not previously been staked or guyed.

THE CONTRACTOR shall use rubber cinch ties or guy wire materials in accordance with the CITY's **Landscape Engineering Standard Details P-2, P-3, and P-4**.

SECTION I. ADDITIONAL SERVICES

I.1 Sports Turf Mowing

The Parks Superintendent or appointed designee may request additional mowing at certain high wear sports fields where fertigation to promote sports turf recovery and sustainability causes accelerated growth. Additional mowing shall conform to the cutting heights specified in section D.2 and be performed during the same five (5) day work week as, and in addition to weekly scheduled mowing.

The CONTRACTOR shall supply equipment and qualified labor at a cost in accordance with the sports turf mowing bid in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to conduct additional mowing as directed by Parks Superintendent or appointed designee.

I.2 Turf Vegetation Control Applications

The Park Superintendent or appointed designee may request broadleaf pre + post emergent or non-selective product applications conducted according to the city's pest control advisor recommendation for effective control of target broadleaf weeds or grow & kill of existing turfgrass.

Equipment

The CONTRACTOR'S spray equipment shall be capable of effectively applying herbicides or control agents to manage unwanted vegetation on various turf areas, including, sports fields, multi-use, and passive turf areas. The spray equipment shall include a durable tank with 300-gallon capacity, equipped with a reliable pump and agitation system to ensure proper chemical mixing and consistent pressure during spraying operations.

Additionally, the CONTRACTOR'S spray equipment shall include a chemical-resistant hose with quick-connect fittings and a sturdy reel for convenient deployment and storage. The spray gun shall be ergonomically designed for comfortable handling and offer adjustable nozzles for precise control over spray patterns and volume. The rear-mounted boom shall be capable of efficient coverage of larger turf areas, with adjustable width and height to accommodate different application needs. An in-cab pressure gauge for real-time pressure monitoring and boom section control for enhanced precision is required.

The CONTRACTOR shall supply spray equipment and qualified applicator at a cost in accordance with the Turf Vegetation Control Applications bid in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to effectively manage broadleaf weeds in turf as directed by Parks Superintendent or appointed designee. The city will purchase and supply turf broadleaf pre & post emergence control products.

I.3 Aeration

Passive turf areas in city parks, facility grounds and transit sites typically undergo a minimum of three aeration during each growing season, with additional aeration in sports and multi-use turf areas necessary for turf recovery and sustainability as directed by the Parks Superintendent or appointed designee. The CONTRACTOR shall be equipped to effectively provide the following aeration services:

Knife or Slice Aeration:

Shall occur 3 to 8 times per year based on turf type and wear, via slicing the turf rhizomes and soil to a depth of 4.5" utilizing an approved slice aeration machine. Knife or slice aeration shall

be done in 1 direction except during sports turf renovation periods where slice aeration will be done in two directions within closed fields.

Plug or Core Aeration:

Shall occur a minimum of once a year as part of turf renovation operations, creating holes for top dressing to be drug into, via removal of $\frac{1}{2}$ inch diameter by 2-inch-deep cores spaced no more than 6 inches apart, utilizing an approved mechanical hollow core aeration machine. Plug or core aeration shall be done in 2 directions. All plugs must be thoroughly pulverized and the material drug into aeration holes.

Deep, Fracture Tine Aeration:

Shall occur a minimum of once a year as part of turf renovation operations to break up compaction via fracturing of the soil up to a depth of 7.5", and at a minimum rate of 4.5 acres per hour, utilizing an approved deep fracture tine aeration machine. Deep fracture time aeration shall be done in 2 directions.

The CONTRACTOR shall be equipped to provide aeration as specified above and as requested by the Parks Superintendent or appointed designee. All aerators shall be operated with tractors that meet or exceed manufacturer horsepower requirements and be properly weighted or hydraulically powered to operate effectively and achieve intended results.

To prevent damage during aeration, the CONTRACTOR shall flag all irrigation system fixtures. Any irrigation system damage resulting from aeration operations shall be promptly reported to the Parks Superintendent or appointed designee and immediately repaired at the expense of the CONTRACTOR.

After aeration, all walkways, trails, roadways, right of ways, or other areas affected shall be thoroughly cleaned before moving on to the next site. Soil plugs must not be left on turf, trails, sidewalks, roadways, or adjacent properties.

The CONTRACTOR shall supply equipment and qualified labor at a cost in accordance with the various aeration bids in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to conduct aeration as directed by the Parks Superintendent or appointed designee.

I.4 Verti-Cutting

Turf areas in city parks, facility grounds and transit sites typically undergo annual verti-cutting, done during spring de-thatching to improve surface conditions and during turf renovation operations for improved seed to soil contact utilizing a "vertical cut", tractor PTO powered turf renovator machine. The Parks Superintendent or appointed designee will determine the degree of cut, typically light, medium, or heavy verti-cutting, as required for each site.

To prevent damage during verti-cutting, the CONTRACTOR shall flag all irrigation system fixtures. Any irrigation system damage resulting from verti-cutting operations shall be promptly reported to the Parks Superintendent or appointed designee and immediately repaired at the expense of the CONTRACTOR.

All thatch and organic matter generated by CONTRACTOR'S verti-cutting operations shall be promptly collected by the end of each workday. The Contractor is responsible for removal of thatch and organic matter, typically done by vacuuming, immediately after verti-cutting and appropriately disposing of material in designated green waste dumpsters.

After verti-cutting, all walkways, trails, roadways, right of ways, or other areas affected shall be thoroughly cleaned before moving on to the next site. The CONTRACTOR shall supply equipment and qualified labor at a cost in accordance with the turf verti-cutting bids in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to conduct verti-cutting as directed by the Parks Superintendent or appointed designee.

I.5 Turf Over-Seeding & Top Dressing

Various turf areas in city parks, facility grounds and transit sites typically undergo annual over-seeding and/or top-dressing, during turf renovation periods when soil temperatures are above 60 degrees. All equipment utilized for over-seeding and top-dressing operations must be rated for industrial use and be suitable to operate efficiently in municipal park systems. This includes but is not limited to:

- Tractor-mounted seed spreaders and slit seeders with precision seed metering capabilities.
- Top dressing machines with 4 cubic yard minimum capacity, capable of uniform and efficient application of compost, sand, and blends.
- Utility vehicles, trucks and trailers appropriately rated for safely transporting equipment and materials.

Prior to over-seeding and top-dressing, the CONTRACTOR and Parks Superintendent or appointed designee shall assess irrigation coverage, soil moisture, compaction, thatch buildup, clumping, mounding and drainage problems. The Parks Superintendent or appointed designee may mobilize the CONTRACTOR to address any identified issues through aeration, verti-cutting, vacuuming, and spreading of soil conditioners as necessary to ensure optimal conditions for seed-to-soil contact, seed germination and turf growth. The city shall provide soil conditioners, compost, sand, or blends, fertilizers, seed, and roll-off bins for disposal of green waste.

Over-Seeding:

The city shall provide high-quality seed varieties suitable for each application. The CONTRACTOR shall calibrate seed spreaders or slit seeders according to seed type and application rate, ensuring uniform coverage across the full span of pre-determined turf areas. The CONTRACTOR shall over-seed turf in multiple directions, per seed manufacturer recommendations to achieve thorough seed distribution and improved seed-to-soil contact. Seed shall be applied at the recommended rates, adjusting as required for variations in turf density or wear patterns.

Top Dressing:

The city shall purchase and supply top-dressing materials such as sand, compost, or blends based on soil agronomic testing and specific requirements at each site. The CONTRACTOR shall utilize top dressing machines with a 4 cubic yard minimum capacity, to apply a uniform layer of top-dressing material across the turf surface, spreading the material evenly at the desired thickness, typically between 1/8" to 1/2", taking care to avoid excessive buildup. After top dressing, the CONTRACTOR shall drag the material in as many passes and directions as necessary to distribute material into core aeration holes and the turf canopy, neatly grooming material as required to provide a smooth and level surface.

After over-seeding and top-dressing, all walkways, trails, roadways, right-of-ways, or other areas affected shall be thoroughly cleaned before moving on to the next site. Seed and top-dressing materials must not be wasted.

The CONTRACTOR shall supply equipment and qualified labor at a cost in accordance with the over-seeding and top-dressing bids in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to conduct those services as directed by the Parks Superintendent or appointed designee.

I.6 Fertilization and Soil Conditioning

In city parks, facility grounds, and transit sites where fertigation systems are not available, all turf and planter areas may undergo a minimum of three granular fertilizer applications during each growing season, with additional fertilizer and soil conditioner applications as directed by the Parks Superintendent or appointed designee.

The CITY will purchase and supply granular fertilizer and soil conditioning products which will be made available to the contractor at the city's maintenance center located at 39110 3rd Street East.

Turf Fertilization:

Turf shall be free of moisture at the time of fertilizer application, with applications limited to irrigated green spaces. Fertilizer will be mechanically broadcast according to the manufacturer's recommendations. After cleaning fertilizer from hardscapes, all fertilized areas shall be thoroughly soaked immediately after the fertilizer is broadcast. The CONTRACTOR is responsible for proper calibration and operation of fertilizer spreaders.

Planter Fertilization:

Fertilizer will be mechanically broadcast according to the manufacturer suggested application rates. Fertilizer applications shall be limited to irrigated green spaces and be done in a manner to prevent fertilizer build up in the plant crown and foliage. In the case of point source irrigated green spaces, fertilizer shall be watered in utilizing potable water tenders, buggies or hoses and quick couplers. The CONTRACTOR is responsible for proper calibration and operation of fertilizer spreaders.

After all granular material applications, all walkways, trails, roadways, right of ways, or other areas affected shall be thoroughly cleaned before moving on to the next site. Fertilizer and soil conditioners must not be wasted.

The CONTRACTOR shall supply equipment and qualified labor at a cost in accordance with the Fertilization & Soil Conditioning bid in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to conduct those services as directed by the Parks Superintendent or appointed designee.

I.7 Sports Turf Renovation - Hydroseeding

Sports turf renovation for high wear fields is vital for providing safe and high-quality playing surfaces for our community. Renovations are indispensable for safeguarding the integrity of the fields, maintaining optimal playing conditions, and mitigating safety hazards resulting from over-use and extensive wear and tear. The process must encompass measures to prevent weed pressure on germinating turf seed, enhance soil health & fertility according to agronomic testing, alleviate compaction, rectify uneven surfaces, and address drainage issues. Sports turf renovations shall be accomplished by hydro-seeding, as directed by the Parks Superintendent or appointed designee.

1. The City will provide and install chain link temporary fencing with galvanized, round posts driven at a minimum of 12 feet on center, to a depth of 18" to 24". Fence panels shall be securely bracketed to each other and tied with metal wire to driven posts at top, middle and bottom of the fence panels.
2. The CONTRACTOR shall prevent damage to public and private property, including all improvements leading to & adjacent to work areas.
3. The CONTRACTOR shall stage equipment in designated areas as directed by the Parks Superintendent or appointed designee.
4. City staff will conduct grow and kill operation on existing turf, according to best management practices and per the Parks Superintendent or appointed designee. A minimum of three non-selective product applications shall be conducted according to pest control advisor's recommendation, scheduled in two-week intervals allowing for effective treatment of new growth resulting from applied irrigation. One application before turning soil and two after soil is turned and leveled before hydroseeding.
5. The CONTRACTOR shall locate, flag and swing irrigation heads below the depth of tilling.
6. The CONTRACTOR shall locate & flag all valve & quick coupler boxes, to be protected in place.
7. The city will purchase, and supply soil conditioners as required by agronomic testing for the CONTRACTOR to broadcast onto field before tilling process.
8. The CONTRACTOR shall utilize a stone burrier or reverse rotation tiller such as a Blecavator BMV 210 to homogenously blend conditioned soil in two directions, to a depth of 8", then wheel roll and compact soil profile after tilling process.
9. At this point, the city may mobilize a laser leveling contractor who shall survey soccer field for existing elevations, determine final grading percentages based on survey, and laser grade conditioned soil profile to pre-determined grade percentages matching slope to existing contours to allow for surface drainage towards existing gutters & drains, according to initial field survey +/-1/4". Final grading shall be inspected and approved by city staff.
10. The CONTRACTOR shall swing irrigation heads back in place, ensuring proper height, alignment, distribution uniformity & head-to-head coverage.
11. The city shall irrigate the field for one week, then conduct the final non-selective product application after the soil conditioning and leveling process to abate any plant in the initial phase of germination from the underground seed bank.
12. Upon verification of effective weed abatement, the CONTRACTOR shall hydro seed entire field. The city shall supply seed, mulch, binder, and fertilizer for CONTRACTOR to apply according to manufacturer recommendations.
13. City staff shall coordinate irrigation programming to irrigate hydroseed immediately after installation and will monitor and adjust irrigation programs as required through establishment.
14. Any private or public improvements damaged by CONTRACTOR while conducting scheduled work shall be replaced in kind at the CONTRACTOR'S expense within 5 working days from the date of damage, unless otherwise authorized by City staff.
15. CONTRACTOR shall be responsible for cleanup of all walkways, trails, parking lots and all other public or private property dirtied by CONTRACTOR'S operations before de-mobilization.
16. The CONTRACTOR shall maintain in place any temporary fencing to protect renovation site. Temporary fencing shall remain in place according to the direction given by the Parks Superintendent or appointed designee.
17. The CONTRACTOR is responsible for monitoring renovation through establishment.

The CONTRACTOR shall supply equipment and qualified labor at a cost in accordance with the sports turf renovation bid in the **Additional Services Fee Schedule Exhibit of the resulting**

Contract for Services to conduct sports turf renovation as directed by the Parks Superintendent or appointed designee.

I.8 Turf Colorant Applications

As the City works to restore proper turfgrass types according to the intended use and wear levels of specific areas, green turf colorant applications may be required in un-renovated turfgrass areas infested with common Bermuda grass and in sports fields where cold tolerant Bermuda grasses lose some color during dormancy. The application of turf colorant shall be conducted at least 2 weeks before Bermuda grasses go dormant, typically the first or second week of September and after the final mow of the growing season.

The CONTRACTOR shall mix colorant and spray and stay, thoroughly agitate and apply according to manufacturer recommendation in two directions.

The CONTRACTOR will provide equipment and labor to conduct season turf colorant applications at the cost specified in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to apply turf colorant as directed by Parks Superintendent or appointed designee. The city shall purchase and supply turf colorant and spray and stay materials which shall be accessible to the CONTRACTOR at the city's maintenance center located at 39110 3rd Street East.

I.9 General Improvements

To maintain the desired aesthetic appeal of City green spaces, annual improvements and renovations may be necessary. This includes demolition, grading, irrigation improvements, modifications and new installations, incorporation of soil conditioners and fertilizers, installation of new plant material, trees, decomposed granite, rock mulches, and application of pre-emergent products. The CONTRACTOR will provide equipment and labor for all associated functions at the costs specified in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** renovate green spaces as directed by Parks Superintendent or appointed designee. The city shall purchase and supply soil conditioners, fertilizer, irrigation materials, rock mulch materials, new plant material, and pre-emergent products, which shall be accessible to the CONTRACTOR at the city's maintenance center located at 39110 3rd Street East.

SECTION J. TRAFFIC CONTROL SPECIFICATIONS

Traffic Control standards are applicable to all work performed under the resulting Agreement and are subject to Compliance-Based Punitive Penalties as defined in Section L.

J.1 Traffic Control Requirements

The CONTRACTOR is responsible for providing all necessary work zone safety delineation at each work site, encompassing the design and implementation of all temporary work zone traffic control measures in compliance with the latest edition of the California Manual on Uniform Traffic Control Devices. This includes providing all labor and equipment necessary for the proper implementation of temporary work zone traffic control. Moreover, high-visibility arrow and message boards must be utilized when operating on all major arterial streets.

J.2 Traffic Control & Encroachment Permit

All traffic control devices and layouts shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices. Applicant shall submit, for City review, an engineered traffic control plan when the proposed construction work involves any of the following conditions: (1) Moving traffic over the street centerline; (2) Reducing the number of travel lanes by more than

one lane; (3) Any road closure (one or two-way); and/or (4) Any work performed within 250 feet of a traffic signal.

In addition, at the discretion of the Director of Public Works and/ or City Engineer, an engineered traffic control plan may be required for other work impacting the public right-of-way. The CONTRACTOR is solely responsible for the traffic control design and implementation. Furthermore, the CONTRACTOR is responsible for maintaining the approved traffic control plan for the construction zone on a 24-hour basis. The traffic control plan shall remain in place until work is completed. Any street closure will require the approval of the Deputy Director of Public Works.

J.3 Traffic Control Conditions

Emergency vehicle access shall always be maintained. Access to private property shall always be maintained, unless otherwise authorized by the City of Palmdale. All traffic signs, traffic control devices and traffic control procedures shall conform to the California Manual on Uniform Traffic Control Devices, latest edition.

SECTION K. COMPLIANCE-BASED PUNITIVE PENALTIES, LIQUIDATED DAMAGES, AND PROPERTY DAMAGE RESTITUTION

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages.

K.1 Compliance-Based Punitive Penalties

Penalties shall apply to the following sections:

- Section B. General Maintenance Specifications
- Section C. Daily Site Openings and Safety Inspections
- Section D. Turf Maintenance
- Section E. Planter, Median and Round-a-Bout Maintenance
- Section F. Irrigation Maintenance
- Section G. Integrated Pest Management
- Section H. Tree Maintenance
- Section I. Additional Services

K.1.1 RECURRING SERVICES

A. Parks, City Facility Grounds, and Transportation Center

Minimum Service Frequency: Daily Openings and Weekly Maintenance

In cases of CONTRACTOR non-compliance with the specifications in Sections B through, penalties will be levied per incident, calculated based on the respective monthly service fee for the corresponding site and infraction, and deducted from the monthly services invoice. For the first violation, a penalty of 50% will be imposed, escalating to 75% for a second violation, and 100% for a third. Subsequent violations beyond the third will incur Liquidated Damages. The Parks Superintendent, or appointed designee will notify the CONTRACTOR both verbally and in writing of every instance of non-compliance.

If the CONTRACTOR's performance is deemed unsatisfactory, the Parks Superintendent or appointed designee reserve the right to suspend CONTRACTOR operations at any time.

| First Violation | Second Violation | Third Violation | Fourth Violation |
|-----------------|------------------|-----------------|-------------------------------|
| 50% penalty | 75% penalty | 100% penalty | Subject to Liquidated Damages |

B. Palmdale Park & Rides

Minimum Service Frequency: Daily Openings and Biweekly Maintenance

In cases of CONTRACTOR non-compliance with the specifications in Sections B through, penalties will be levied per incident, calculated based on the respective monthly service fee for the corresponding site and infraction and deducted from the monthly services invoice. For the first violation, a penalty of 50% will be imposed, escalating to 75% for a second violation, and 100% for a third. Subsequent violations beyond the third will incur Liquidated Damages. The Parks Superintendent, or appointed designee will notify the CONTRACTOR both verbally and in writing of every instance of non-compliance.

If the CONTRACTOR's performance is deemed unsatisfactory, the Parks Superintendent or appointed designee reserve the right to suspend CONTRACTOR'S operations at any time.

| First Violation | Second Violation | Third Violation |
|-----------------|------------------|-------------------------------|
| 50% penalty | 100% penalty | Subject to Liquidated Damages |

K.1.2. ADDITIONAL SERVICES

Minimum Frequency: As Requested

The city expects full compliance with the technical specifications outlined in Section I. In cases of CONTRACTOR non-compliance, penalties will be assessed per incident at each site. A first violation will incur a penalty of \$500, a second violation \$1,000, and a third violation \$1,500. These penalties will be deducted from the monthly maintenance services invoice. Should the CONTRACTOR fail to comply, the Parks Superintendent or appointed designees reserve the right to suspend CONTRACTOR operations at any time. The Parks Superintendent, or appointed designee will notify the CONTRACTOR both verbally and in writing of every instance of non-compliance.

| First Violation | Second Violation | Third Violation |
|-----------------|------------------|-----------------|
| \$500 penalty | \$1,000 penalty | \$1,500 penalty |

K.2 Traffic Control

The city will accept NO less than complete implementation of all traffic control and safety delineation required at each work site as per the California Manual on Uniform Traffic Control Devices, latest edition and as specified in **Section J**. The Parks Superintendent, or appointed designee will notify the CONTRACTOR both verbally and in writing of every instance of non-compliance with the Manual on Uniform Traffic Control Devices.

In cases of CONTRACTOR non-compliance, penalties will be assessed per incident at each site. A first violation shall result in a \$500 penalty, a second violation shall result in a \$1,000 penalty and a third violation shall result in a \$1,500 penalty. Penalties will be deducted from the monthly maintenance services invoice. If CONTRACTOR is in non-compliance, the Parks Superintendent or appointed designee can suspend CONTRACTOR'S operations at any time.

| First Violation | Second Violation | Third Violation |
|-----------------|------------------|-----------------|
| \$500 penalty | \$1,000 penalty | \$1,500 penalty |

K.3 Liquidated Damages

CONTRACTOR shall be subject to Liquidated Damages if continued compliance-based maintenance violations occur as defined in Section K.1 above.

It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of a delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond agreed upon date, damage will be sustained by the City and that it is or will be impractical to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of twenty-five hundred dollars (\$2,500) for each working day delay in completing the schedule set by the Contractor, as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means. The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City's representative in writing of the causes of delay within one (1) business day from the beginning of any such delay. The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

K.4 Force Majeure

The time period(s) specified for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather (to be determined by City staff), fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor will within ten (10) days of the commencement of such delay notify the City in writing of the causes of the delay.

The City will ascertain the facts and the extent of the delay and extend the time for performing the services for the period of the enforced delay when and if the judgment of the superintendent, or designee, the delay is justified. The superintendent or his designee's, decision shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however, caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

K.5 Restitution for Public or Private Property Damage

Any private or public property removed or damaged due to negligence or substandard maintenance shall be replaced and or repaired at the CONTRACTOR'S expense to the absolute satisfaction of the Parks Superintendent and/or private property owner. Replacement and or repairs shall take place no later than five (5) working days from the date of damage, unless otherwise authorized.

EXHIBIT C
FEES SCHEDULE
 MONTHLY LANDSCAPE SERVICES - PARKS, CITY FACILITY GROUNDS, AND TRANSIT SITES

9

| ID | SITE NAME | LOCATION DESCRIPTION | GOOGLE MAP LINKS | SERVICE FREQUENCY | SITE OPENING MONTHLY COST | TURF MAINTENANCE MONTHLY COST | PLANTER MAINTENANCE MONTHLY COST | IRRIGATION MAINTENANCE MONTHLY COST | YEAR 1: FISCAL YEAR 2024-2025 | | ANNUAL COST |
|-------------------------------------|--|--------------------------------------|----------------------|-------------------|---------------------------|-------------------------------|----------------------------------|-------------------------------------|-------------------------------|-----------------|-------------|
| | | | | | | | | | TOTAL MONTHLY COST | | |
| GROUP 1 - PARK SITES | | | | | | | | | | | |
| 1 | Domenic Massari Park | 37716 55th Street East | Link | Weekly | \$ 2,500.00 | \$ 8,000.00 | \$ 5,000.00 | \$ 2,200.00 | \$ 17,700.00 | \$ 159,300.00 | |
| 2 | Sam Yellen Park | 5100 East Ave. S | Link | Weekly | \$ 1,800.00 | \$ 3,000.00 | \$ 2,200.00 | \$ 1,600.00 | \$ 8,600.00 | \$ 77,400.00 | |
| 3 | Dry Town/Oasis Park | 3850 East Ave. S | Link | Weekly | \$ 2,500.00 | \$ 2,400.00 | \$ 2,800.00 | \$ 2,200.00 | \$ 9,900.00 | \$ 89,100.00 | |
| 4 | Joshua Hills Park | Fairfield & Via del Rio | Link | Weekly | \$ 2,000.00 | \$ 2,200.00 | \$ 1,700.00 | \$ 2,200.00 | \$ 8,100.00 | \$ 72,900.00 | |
| 5 | William J. McAdam Park | 38115 30th Street East | Link | Weekly | \$ 2,200.00 | \$ 4,000.00 | \$ 1,700.00 | \$ 2,200.00 | \$ 10,100.00 | \$ 90,900.00 | |
| 6 | Joe Davies Heritage Airpark | 2001 East Ave. P | Link | Weekly | \$ 500.00 | \$ 900.00 | \$ 700.00 | \$ 800.00 | \$ 2,900.00 | \$ 26,100.00 | |
| 7 | Desert Sands Park | 39117 3rd Street East | Link | Weekly | \$ 1,800.00 | \$ 3,200.00 | \$ 1,700.00 | \$ 2,200.00 | \$ 8,900.00 | \$ 80,100.00 | |
| 8 | Manzanita Heights Park | 431 Mesa Verde Ave. | Link | Weekly | \$ 2,000.00 | \$ 3,200.00 | \$ 1,700.00 | \$ 2,200.00 | \$ 9,100.00 | \$ 81,900.00 | |
| 9 | Pelona Vista Park | 37800 Tierra Subida Ave. | Link | Weekly | \$ 2,500.00 | \$ 7,500.00 | \$ 2,500.00 | \$ 3,000.00 | \$ 15,500.00 | \$ 139,500.00 | |
| 10 | Joshua Ranch Trail Head | | Link | Weekly | \$ 1,000.00 | | | | \$ 1,000.00 | \$ 9,000.00 | |
| 11 | Foothill Park | 2525 The Groves | Link | Weekly | \$ 2,000.00 | \$ 2,400.00 | \$ 1,000.00 | \$ 1,500.00 | \$ 6,900.00 | \$ 62,100.00 | |
| 12 | Anaverde Park | 2812 Greenbrier St. | Link | Weekly | \$ 2,000.00 | \$ 2,400.00 | \$ 1,000.00 | \$ 1,500.00 | \$ 6,900.00 | \$ 62,100.00 | |
| 13 | Amargosa Creek Trail | Elizabeth Lake Rd & 25th Street West | Link | Weekly | \$ 2,000.00 | | | | \$ 2,000.00 | \$ 18,000.00 | |
| 14 | Marie Kerr Park Complex* | 39700 30th St. West | Link | Weekly | \$ 3,500.00 | \$ 8,000.00 | \$ 3,000.00 | \$ 3,500.00 | \$ 18,000.00 | \$ 162,000.00 | |
| 15 | Rancho Vista Park | Bolz Ranch Rd. & Towncenter Dr. | Link | Weekly | \$ 1,800.00 | \$ 1,600.00 | \$ 1,000.00 | \$ 1,200.00 | \$ 5,600.00 | \$ 50,400.00 | |
| 16 | Arnie Quinones Park | 41003 50th Street West | Link | Weekly | \$ 1,800.00 | \$ 1,600.00 | \$ 1,000.00 | \$ 1,200.00 | \$ 5,600.00 | \$ 50,400.00 | |
| GROUP 1 TOTAL: | | | | | \$ 31,900.00 | \$ 50,400.00 | \$ 27,000.00 | \$ 27,500.00 | \$ 136,800.00 | \$ 1,231,200.00 | |
| GROUP 2 - CIVIC CENTER SITES | | | | | | | | | | | |
| 17 | S.A.V.E.S | 1002 East Ave. Q-12 | Link | Weekly | \$ 500.00 | | \$ 1,000.00 | \$ 500.00 | \$ 2,000.00 | \$ 18,000.00 | |
| 18 | Melville J. Courson Park | 38226 10th Street East | Link | Weekly | \$ 1,500.00 | \$ 1,800.00 | \$ 1,000.00 | \$ 600.00 | \$ 4,900.00 | \$ 44,100.00 | |
| 19 | Old Parks & Recreation | 38260 10th Street East | Link | Weekly | \$ 500.00 | | \$ 1,400.00 | \$ 600.00 | \$ 2,500.00 | \$ 22,500.00 | |
| 20 | Palmdale Playhouse | 38334 10th Street East | Link | Weekly | \$ 500.00 | \$ 500.00 | \$ 1,000.00 | \$ 500.00 | \$ 2,500.00 | \$ 22,500.00 | |
| 21 | Legacy Commons & Legacy Park | 930 East Ave. Q-9 | Link | Weekly | \$ 500.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 500.00 | \$ 3,000.00 | \$ 27,000.00 | |
| 22 | Poncitan Square & Palmdale Civic Center^ | 38315 9th Street East | Link | Weekly | \$ 500.00 | \$ 2,000.00 | \$ 1,500.00 | \$ 700.00 | \$ 4,700.00 | \$ 42,300.00 | |
| 23 | Dr. Robert C. St. Clair Parkway | 38741 Sierra Hwy | Link | Weekly | \$ 500.00 | \$ 2,000.00 | \$ 1,500.00 | \$ 700.00 | \$ 4,700.00 | \$ 42,300.00 | |
| 24 | Palmdale Demonstration Garden | 38405 Sierra Hwy | Link | Weekly | \$ 500.00 | \$ 500.00 | \$ 500.00 | \$ 400.00 | \$ 1,900.00 | \$ 17,100.00 | |
| 25 | Palmdale AJCC-Worksource | 38510 Sierra Hwy | Link | Weekly | \$ 500.00 | \$ 400.00 | \$ 400.00 | \$ 400.00 | \$ 1,700.00 | \$ 15,300.00 | |
| 26 | Old Hammack Center | 815 East Ave. Q-6 | Link | Weekly | \$ 500.00 | | \$ 400.00 | \$ 400.00 | \$ 1,300.00 | \$ 11,700.00 | |
| GROUP 2 TOTAL: | | | | | \$ 6,000.00 | \$ 8,200.00 | \$ 9,700.00 | \$ 5,300.00 | \$ 29,200.00 | \$ 262,800.00 | |
| GROUP 3 - TRANSIT SITES | | | | | | | | | | | |
| 27 | Palmdale Transportation Center | 39000 Clock Tower Plaza Drive | Link | Weekly | \$ 1,000.00 | \$ 2,400.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 6,400.00 | \$ 57,600.00 | |
| 28 | East Ave. S Park & Ride | 210 E Ave. S | Link | Biweekly | \$ 500.00 | | \$ 400.00 | \$ 400.00 | \$ 1,300.00 | \$ 11,700.00 | |
| 29 | West Ave. S Park & Ride | 434 W Ave. S | Link | Biweekly | \$ 500.00 | | \$ 400.00 | \$ 400.00 | \$ 1,300.00 | \$ 11,700.00 | |
| 30 | Pelona Vista Park & Ride | 445 W Ave. R-8 | Link | Biweekly | \$ 500.00 | | \$ 400.00 | \$ 400.00 | \$ 1,300.00 | \$ 11,700.00 | |
| GROUP 3 TOTAL: | | | | | \$ 2,500.00 | \$ 2,400.00 | \$ 2,700.00 | \$ 2,700.00 | \$ 10,300.00 | \$ 92,700.00 | |
| GRAND TOTAL | | | | | \$ 40,400.00 | \$ 61,000.00 | \$ 39,400.00 | \$ 35,500.00 | \$ 176,300.00 | \$ 1,586,700.00 | |

*Marie Kerr Park Complex.

Marie Kerr Park: 39700 30th St. West; Marie Kerr Recreation Center & Pool: 2723-C W. Rancho Vista Blvd; Palmdale Amphitheater: 2723-E W. Rancho Vista Blvd; Best of the West Softball Complex: 2723-F W. Rancho Vista Blvd.

^Palmdale Civic Center:

Chimbole Cultural Center: 38350 Sierra Hwy; Palmdale City Library: 700 East Palmdale Blvd; Poncitan Square: 38315 9th St. East; City Hall: 38300 Sierra Hwy; Development Services: 38250 Sierra Hwy; AERO Institute: 38256 Sierra Hwy.

EXHIBIT C
FEES SCHEDULE
 MONTHLY LANDSCAPE SERVICES - PARKS, CITY FACILITY GROUNDS, AND TRANSIT SITES

12

| ID | SITE NAME | LOCATION DESCRIPTION | GOOGLE MAP LINKS | SERVICE FREQUENCY | SITE OPENING MONTHLY COST | TURF MAINTENANCE MONTHLY COST | PLANTER MAINTENANCE MONTHLY COST | IRRIGATION MAINTENANCE MONTHLY COST | YEAR 2: FISCAL YEAR 2025-2026 | |
|-------------------------------------|--|--------------------------------------|----------------------|-------------------|---------------------------|-------------------------------|----------------------------------|-------------------------------------|-------------------------------|-----------------|
| | | | | | | | | | TOTAL MONTHLY COST | ANNUAL COST |
| GROUP 1 - PARK SITES | | | | | | | | | | |
| 1 | Domenic Massari Park | 37716 55th Street East | Link | Weekly | \$ 2,588.00 | \$ 8,280.00 | \$ 5,175.00 | \$ 2,277.00 | \$ 18,320.00 | \$ 219,840.00 |
| 2 | Sam Yellen Park | 5100 East Ave. S | Link | Weekly | \$ 1,863.00 | \$ 3,105.00 | \$ 2,277.00 | \$ 1,656.00 | \$ 8,901.00 | \$ 106,812.00 |
| 3 | Dry Town/Oasis Park | 3850 East Ave. S | Link | Weekly | \$ 2,588.00 | \$ 2,484.00 | \$ 2,898.00 | \$ 2,277.00 | \$ 10,247.00 | \$ 122,964.00 |
| 4 | Joshua Hills Park | Fairfield & Via del Rio | Link | Weekly | \$ 2,070.00 | \$ 2,277.00 | \$ 1,760.00 | \$ 2,277.00 | \$ 8,384.00 | \$ 100,608.00 |
| 5 | William J. McAdam Park | 38115 30th Street East | Link | Weekly | \$ 2,277.00 | \$ 4,140.00 | \$ 1,760.00 | \$ 2,277.00 | \$ 10,454.00 | \$ 125,448.00 |
| 6 | Joe Davies Heritage Airpark | 2001 East Ave. P | Link | Weekly | \$ 518.00 | \$ 932.00 | \$ 725.00 | \$ 828.00 | \$ 3,003.00 | \$ 36,036.00 |
| 7 | Desert Sands Park | 39117 3rd Street East | Link | Weekly | \$ 1,863.00 | \$ 3,312.00 | \$ 1,760.00 | \$ 2,277.00 | \$ 9,212.00 | \$ 110,544.00 |
| 8 | Manzanita Heights Park | 431 Mesa Verde Ave. | Link | Weekly | \$ 2,070.00 | \$ 3,312.00 | \$ 1,760.00 | \$ 2,277.00 | \$ 9,419.00 | \$ 113,028.00 |
| 9 | Pelona Vista Park | 37800 Tierra Subida Ave. | Link | Weekly | \$ 2,588.00 | \$ 7,763.00 | \$ 2,588.00 | \$ 3,105.00 | \$ 16,044.00 | \$ 192,528.00 |
| 10 | Joshua Ranch Trail Head | | Link | Weekly | \$ 1,035.00 | | | | \$ 1,035.00 | \$ 12,420.00 |
| 11 | Foothill Park | 2525 The Groves | Link | Weekly | \$ 2,070.00 | \$ 2,484.00 | \$ 1,035.00 | \$ 1,553.00 | \$ 7,142.00 | \$ 85,704.00 |
| 12 | Anaverde Park | 2812 Greenbrier St. | Link | Weekly | \$ 2,070.00 | \$ 2,484.00 | \$ 1,035.00 | \$ 1,553.00 | \$ 7,142.00 | \$ 85,704.00 |
| 13 | Amargosa Creek Trail | Elizabeth Lake Rd & 25th Street West | Link | Weekly | \$ 2,070.00 | | | | \$ 2,070.00 | \$ 24,840.00 |
| 14 | Marie Kerr Park Complex* | 39700 30th St. West | Link | Weekly | \$ 3,623.00 | \$ 8,280.00 | \$ 3,105.00 | \$ 3,623.00 | \$ 18,631.00 | \$ 223,572.00 |
| 15 | Rancho Vista Park | Bolz Ranch Rd. & Towncenter Dr. | Link | Weekly | \$ 1,863.00 | \$ 1,656.00 | \$ 1,035.00 | \$ 1,242.00 | \$ 5,796.00 | \$ 69,552.00 |
| 16 | Arnie Quinones Park | 41003 50th Street West | Link | Weekly | \$ 1,863.00 | \$ 1,656.00 | \$ 1,035.00 | \$ 1,242.00 | \$ 5,796.00 | \$ 69,552.00 |
| GROUP 1 TOTAL: | | | | | \$ 33,019.00 | \$ 52,165.00 | \$ 27,948.00 | \$ 28,464.00 | \$ 141,596.00 | \$ 1,699,152.00 |
| GROUP 2 - CIVIC CENTER SITES | | | | | | | | | | |
| 17 | S.A.V.E.S | 1002 East Ave. Q-12 | Link | Weekly | \$ 518.00 | | \$ 1,035.00 | \$ 518.00 | \$ 2,071.00 | \$ 24,852.00 |
| 18 | Melville J. Courson Park | 38226 10th Street East | Link | Weekly | \$ 1,553.00 | \$ 1,863.00 | \$ 1,035.00 | \$ 621.00 | \$ 5,072.00 | \$ 60,864.00 |
| 19 | Old Parks & Recreation | 38260 10th Street East | Link | Weekly | \$ 518.00 | | \$ 1,449.00 | \$ 621.00 | \$ 2,588.00 | \$ 31,056.00 |
| 20 | Palmdale Playhouse | 38334 10th Street East | Link | Weekly | \$ 518.00 | \$ 518.00 | \$ 1,035.00 | \$ 518.00 | \$ 2,589.00 | \$ 31,068.00 |
| 21 | Legacy Commons & Legacy Park | 930 East Ave. Q-9 | Link | Weekly | \$ 518.00 | \$ 1,035.00 | \$ 1,035.00 | \$ 518.00 | \$ 3,106.00 | \$ 37,272.00 |
| 22 | Poncitan Square & Palmdale Civic Center^ | 38315 9th Street East | Link | Weekly | \$ 518.00 | \$ 2,070.00 | \$ 1,553.00 | \$ 725.00 | \$ 4,866.00 | \$ 58,392.00 |
| 23 | Dr. Robert C. St. Clair Parkway | 38741 Sierra Hwy | Link | Weekly | \$ 518.00 | \$ 2,070.00 | \$ 1,553.00 | \$ 725.00 | \$ 4,866.00 | \$ 58,392.00 |
| 24 | Palmdale Demonstration Garden | 38405 Sierra Hwy | Link | Weekly | \$ 518.00 | \$ 518.00 | \$ 518.00 | \$ 414.00 | \$ 1,968.00 | \$ 23,616.00 |
| 25 | Palmdale AJCC-Worksource | 38510 Sierra Hwy | Link | Weekly | \$ 518.00 | \$ 414.00 | \$ 414.00 | \$ 414.00 | \$ 1,760.00 | \$ 21,120.00 |
| 26 | Old Hammack Center | 815 East Ave. Q-6 | Link | Weekly | \$ 518.00 | | \$ 414.00 | \$ 414.00 | \$ 1,346.00 | \$ 16,152.00 |
| GROUP 2 TOTAL: | | | | | \$ 6,215.00 | \$ 8,488.00 | \$ 10,041.00 | \$ 5,488.00 | \$ 30,232.00 | \$ 362,784.00 |
| GROUP 3 - TRANSIT SITES | | | | | | | | | | |
| 27 | Palmdale Transportation Center | 39000 Clock Tower Plaza Drive | Link | Weekly | \$ 1,035.00 | \$ 2,484.00 | \$ 1,553.00 | \$ 1,553.00 | \$ 6,625.00 | \$ 79,500.00 |
| 28 | East Ave. S Park & Ride | 210 E Ave. S | Link | Biweekly | \$ 518.00 | | \$ 414.00 | \$ 414.00 | \$ 1,346.00 | \$ 16,152.00 |
| 29 | West Ave. S Park & Ride | 434 W Ave. S | Link | Biweekly | \$ 518.00 | | \$ 414.00 | \$ 414.00 | \$ 1,346.00 | \$ 16,152.00 |
| 30 | Pelona Vista Park & Ride | 445 W Ave. R-8 | Link | Biweekly | \$ 518.00 | | \$ 414.00 | \$ 414.00 | \$ 1,346.00 | \$ 16,152.00 |
| GROUP 3 TOTAL: | | | | | \$ 2,589.00 | \$ 2,484.00 | \$ 2,795.00 | \$ 2,795.00 | \$ 10,663.00 | \$ 127,956.00 |
| GRAND TOTAL | | | | | \$ 41,823.00 | \$ 63,137.00 | \$ 40,784.00 | \$ 36,747.00 | \$ 182,491.00 | \$ 2,189,892.00 |

*Marie Kerr Park Complex.

Marie Kerr Park: 39700 30th St. West; Marie Kerr Recreation Center & Pool: 2723-C W. Rancho Vista Blvd; Palmdale Amphitheater: 2723-E W. Rancho Vista Blvd; Best of the West Softball Complex: 2723-F W. Rancho Vista Blvd.

^Palmdale Civic Center:

Chimbole Cultural Center: 38350 Sierra Hwy; Palmdale City Library: 700 East Palmdale Blvd; Poncitan Square: 38315 9th St. East; City Hall: 38300 Sierra Hwy; Development Services: 38250 Sierra Hwy; AERO Institute: 38256 Sierra Hwy.

EXHIBIT C
FEES SCHEDULE
 MONTHLY LANDSCAPE SERVICES - PARKS, CITY FACILITY GROUNDS, AND TRANSIT SITES

12

| ID | SITE NAME | LOCATION DESCRIPTION | GOOGLE MAP LINKS | SERVICE FREQUENCY | SITE OPENING MONTHLY COST | TURF MAINTENANCE MONTHLY COST | PLANTER MAINTENANCE MONTHLY COST | IRRIGATION MAINTENANCE MONTHLY COST | YEAR 3: FISCAL YEAR 2026-2027 | | ANNUAL COST |
|-------------------------------------|--|--------------------------------------|----------------------|-------------------|---------------------------|-------------------------------|----------------------------------|-------------------------------------|-------------------------------|-----------------|-------------|
| | | | | | | | | | TOTAL MONTHLY COST | | |
| GROUP 1 - PARK SITES | | | | | | | | | | | |
| 1 | Domenic Massari Park | 37716 55th Street East | Link | Weekly | \$ 2,679.00 | \$ 8,570.00 | \$ 5,356.00 | \$ 2,357.00 | \$ 18,962.00 | \$ 227,544.00 | |
| 2 | Sam Yellen Park | 5100 East Ave. S | Link | Weekly | \$ 1,928.00 | \$ 3,214.00 | \$ 2,357.00 | \$ 1,714.00 | \$ 9,213.00 | \$ 110,556.00 | |
| 3 | Dry Town/Oasis Park | 3850 East Ave. S | Link | Weekly | \$ 2,679.00 | \$ 2,571.00 | \$ 2,999.00 | \$ 2,357.00 | \$ 10,606.00 | \$ 127,272.00 | |
| 4 | Joshua Hills Park | Fairfield & Via del Rio | Link | Weekly | \$ 2,142.00 | \$ 2,357.00 | \$ 1,822.00 | \$ 2,357.00 | \$ 8,678.00 | \$ 104,136.00 | |
| 5 | William J. McAdam Park | 38115 30th Street East | Link | Weekly | \$ 2,357.00 | \$ 4,285.00 | \$ 1,822.00 | \$ 2,357.00 | \$ 10,821.00 | \$ 129,852.00 | |
| 6 | Joe Davies Heritage Airpark | 2001 East Ave. P | Link | Weekly | \$ 536.00 | \$ 965.00 | \$ 750.00 | \$ 857.00 | \$ 3,108.00 | \$ 37,296.00 | |
| 7 | Desert Sands Park | 39117 3rd Street East | Link | Weekly | \$ 1,928.00 | \$ 3,428.00 | \$ 1,822.00 | \$ 2,357.00 | \$ 9,535.00 | \$ 114,420.00 | |
| 8 | Manzanita Heights Park | 431 Mesa Verde Ave. | Link | Weekly | \$ 2,142.00 | \$ 3,428.00 | \$ 1,822.00 | \$ 2,357.00 | \$ 9,749.00 | \$ 116,988.00 | |
| 9 | Pelona Vista Park | 37800 Tierra Subida Ave. | Link | Weekly | \$ 2,679.00 | \$ 8,035.00 | \$ 2,679.00 | \$ 3,214.00 | \$ 16,607.00 | \$ 199,284.00 | |
| 10 | Joshua Ranch Trail Head | | Link | Weekly | \$ 1,071.00 | | | | \$ 1,071.00 | \$ 12,852.00 | |
| 11 | Foothill Park | 2525 The Groves | Link | Weekly | \$ 2,142.00 | \$ 2,571.00 | \$ 1,071.00 | \$ 1,607.00 | \$ 7,391.00 | \$ 88,692.00 | |
| 12 | Anaverde Park | 2812 Greenbrier St. | Link | Weekly | \$ 2,142.00 | \$ 2,571.00 | \$ 1,071.00 | \$ 1,607.00 | \$ 7,391.00 | \$ 88,692.00 | |
| 13 | Amargosa Creek Trail | Elizabeth Lake Rd & 25th Street West | Link | Weekly | \$ 2,142.00 | | | | \$ 2,142.00 | \$ 25,704.00 | |
| 14 | Marie Kerr Park Complex* | 39700 30th St. West | Link | Weekly | \$ 3,750.00 | \$ 8,570.00 | \$ 3,214.00 | \$ 3,750.00 | \$ 19,284.00 | \$ 231,408.00 | |
| 15 | Rancho Vista Park | Bolz Ranch Rd. & Towncenter Dr. | Link | Weekly | \$ 1,928.00 | \$ 1,714.00 | \$ 1,071.00 | \$ 1,285.00 | \$ 5,998.00 | \$ 71,976.00 | |
| 16 | Arnie Quinones Park | 41003 50th Street West | Link | Weekly | \$ 1,928.00 | \$ 1,714.00 | \$ 1,071.00 | \$ 1,285.00 | \$ 5,998.00 | \$ 71,976.00 | |
| GROUP 1 TOTAL: | | | | | \$ 34,173.00 | \$ 53,993.00 | \$ 28,927.00 | \$ 29,461.00 | \$ 146,554.00 | \$ 1,758,648.00 | |
| GROUP 2 - CIVIC CENTER SITES | | | | | | | | | | | |
| 17 | S.A.V.E.S | 1002 East Ave. Q-12 | Link | Weekly | \$ 536.00 | | \$ 1,071.00 | \$ 536.00 | \$ 2,143.00 | \$ 25,716.00 | |
| 18 | Melville J. Courson Park | 38226 10th Street East | Link | Weekly | \$ 1,607.00 | \$ 1,928.00 | \$ 1,071.00 | \$ 643.00 | \$ 5,249.00 | \$ 62,988.00 | |
| 19 | Old Parks & Recreation | 38260 10th Street East | Link | Weekly | \$ 536.00 | | \$ 1,500.00 | \$ 643.00 | \$ 2,679.00 | \$ 32,148.00 | |
| 20 | Palmdale Playhouse | 38334 10th Street East | Link | Weekly | \$ 536.00 | \$ 536.00 | \$ 1,071.00 | \$ 536.00 | \$ 2,679.00 | \$ 32,148.00 | |
| 21 | Legacy Commons & Legacy Park | 930 East Ave. Q-9 | Link | Weekly | \$ 536.00 | \$ 1,071.00 | \$ 1,071.00 | \$ 536.00 | \$ 3,214.00 | \$ 38,568.00 | |
| 22 | Poncitan Square & Palmdale Civic Center^ | 38315 9th Street East | Link | Weekly | \$ 536.00 | \$ 2,142.00 | \$ 1,607.00 | \$ 750.00 | \$ 5,035.00 | \$ 60,420.00 | |
| 23 | Dr. Robert C. St. Clair Parkway | 38741 Sierra Hwy | Link | Weekly | \$ 536.00 | \$ 2,142.00 | \$ 1,607.00 | \$ 750.00 | \$ 5,035.00 | \$ 60,420.00 | |
| 24 | Palmdale Demonstration Garden | 38405 Sierra Hwy | Link | Weekly | \$ 536.00 | \$ 536.00 | \$ 536.00 | \$ 428.00 | \$ 2,036.00 | \$ 24,432.00 | |
| 25 | Palmdale AJCC-Worksource | 38510 Sierra Hwy | Link | Weekly | \$ 536.00 | \$ 428.00 | \$ 428.00 | \$ 428.00 | \$ 1,820.00 | \$ 21,840.00 | |
| 26 | Old Hammack Center | 815 East Ave. Q-6 | Link | Weekly | \$ 536.00 | | \$ 428.00 | \$ 428.00 | \$ 1,392.00 | \$ 16,704.00 | |
| GROUP 2 TOTAL: | | | | | \$ 6,431.00 | \$ 8,783.00 | \$ 10,390.00 | \$ 5,678.00 | \$ 31,282.00 | \$ 375,384.00 | |
| GROUP 3 - TRANSIT SITES | | | | | | | | | | | |
| 27 | Palmdale Transportation Center | 39000 Clock Tower Plaza Drive | Link | Weekly | \$ 1,071.00 | \$ 2,571.00 | \$ 1,607.00 | \$ 1,607.00 | \$ 6,856.00 | \$ 82,272.00 | |
| 28 | East Ave. S Park & Ride | 210 E Ave. S | Link | Biweekly | \$ 536.00 | | \$ 428.00 | \$ 428.00 | \$ 1,392.00 | \$ 16,704.00 | |
| 29 | West Ave. S Park & Ride | 434 W Ave. S | Link | Biweekly | \$ 536.00 | | \$ 428.00 | \$ 428.00 | \$ 1,392.00 | \$ 16,704.00 | |
| 30 | Pelona Vista Park & Ride | 445 W Ave. R-8 | Link | Biweekly | \$ 536.00 | | \$ 428.00 | \$ 428.00 | \$ 1,392.00 | \$ 16,704.00 | |
| GROUP 3 TOTAL: | | | | | \$ 2,679.00 | \$ 2,571.00 | \$ 2,891.00 | \$ 2,891.00 | \$ 11,032.00 | \$ 132,384.00 | |
| GRAND TOTAL | | | | | \$ 43,283.00 | \$ 65,347.00 | \$ 42,208.00 | \$ 38,030.00 | \$ 188,868.00 | \$ 2,266,416.00 | |

*Marie Kerr Park Complex.

Marie Kerr Park: 39700 30th St. West; Marie Kerr Recreation Center & Pool: 2723-C W. Rancho Vista Blvd; Palmdale Amphitheater: 2723-E W. Rancho Vista Blvd; Best of the West Softball Complex: 2723-F W. Rancho Vista Blvd.

^Palmdale Civic Center:

Chimbole Cultural Center: 38350 Sierra Hwy; Palmdale City Library: 700 East Palmdale Blvd; Poncitan Square: 38315 9th St. East; City Hall: 38300 Sierra Hwy; Development Services: 38250 Sierra Hwy; AERO Institute: 38256 Sierra Hwy.

EXHIBIT C
FEES SCHEDULE
 MONTHLY LANDSCAPE SERVICES - PARKS, CITY FACILITY GROUNDS, AND TRANSIT SITES

12

| ID | SITE NAME | LOCATION DESCRIPTION | GOOGLE MAP LINKS | SERVICE FREQUENCY | SITE OPENING MONTHLY COST | TURF MAINTENANCE MONTHLY COST | PLANTER MAINTENANCE MONTHLY COST | IRRIGATION MAINTENANCE MONTHLY COST | YEAR 4: FISCAL YEAR 2027-2028 | | ANNUAL COST |
|-------------------------------------|--|--------------------------------------|----------------------|-------------------|---------------------------|-------------------------------|----------------------------------|-------------------------------------|-------------------------------|-----------------|-------------|
| | | | | | | | | | TOTAL MONTHLY COST | | |
| GROUP 1 - PARK SITES | | | | | | | | | | | |
| 1 | Domenic Massari Park | 37716 55th Street East | Link | Weekly | \$ 2,773.00 | \$ 8,870.00 | \$ 5,543.00 | \$ 2,439.00 | \$ 19,625.00 | \$ 235,500.00 | |
| 2 | Sam Yellen Park | 5100 East Ave. S | Link | Weekly | \$ 1,995.00 | \$ 3,326.00 | \$ 2,439.00 | \$ 1,774.00 | \$ 9,534.00 | \$ 114,408.00 | |
| 3 | Dry Town/Oasis Park | 3850 East Ave. S | Link | Weekly | \$ 2,773.00 | \$ 2,661.00 | \$ 3,104.00 | \$ 2,439.00 | \$ 10,977.00 | \$ 131,724.00 | |
| 4 | Joshua Hills Park | Fairfield & Via del Rio | Link | Weekly | \$ 2,217.00 | \$ 2,439.00 | \$ 1,886.00 | \$ 2,439.00 | \$ 8,981.00 | \$ 107,772.00 | |
| 5 | William J. McAdam Park | 38115 30th Street East | Link | Weekly | \$ 2,439.00 | \$ 4,435.00 | \$ 1,886.00 | \$ 2,439.00 | \$ 11,199.00 | \$ 134,388.00 | |
| 6 | Joe Davies Heritage Airpark | 2001 East Ave. P | Link | Weekly | \$ 555.00 | \$ 999.00 | \$ 776.00 | \$ 887.00 | \$ 3,217.00 | \$ 38,604.00 | |
| 7 | Desert Sands Park | 39117 3rd Street East | Link | Weekly | \$ 1,995.00 | \$ 3,548.00 | \$ 1,886.00 | \$ 2,439.00 | \$ 9,868.00 | \$ 118,416.00 | |
| 8 | Manzanita Heights Park | 431 Mesa Verde Ave. | Link | Weekly | \$ 2,217.00 | \$ 3,548.00 | \$ 1,886.00 | \$ 2,439.00 | \$ 10,090.00 | \$ 121,080.00 | |
| 9 | Pelona Vista Park | 37800 Tierra Subida Ave. | Link | Weekly | \$ 2,773.00 | \$ 8,316.00 | \$ 2,773.00 | \$ 3,326.00 | \$ 17,188.00 | \$ 206,256.00 | |
| 10 | Joshua Ranch Trail Head | | Link | Weekly | \$ 1,108.00 | | | | \$ 1,108.00 | \$ 13,296.00 | |
| 11 | Foothill Park | 2525 The Groves | Link | Weekly | \$ 2,217.00 | \$ 2,661.00 | \$ 1,108.00 | \$ 1,663.00 | \$ 7,649.00 | \$ 91,788.00 | |
| 12 | Anaverde Park | 2812 Greenbrier St. | Link | Weekly | \$ 2,217.00 | \$ 2,661.00 | \$ 1,108.00 | \$ 1,663.00 | \$ 7,649.00 | \$ 91,788.00 | |
| 13 | Amargosa Creek Trail | Elizabeth Lake Rd & 25th Street West | Link | Weekly | \$ 2,217.00 | | | | \$ 2,217.00 | \$ 26,604.00 | |
| 14 | Marie Kerr Park Complex* | 39700 30th St. West | Link | Weekly | \$ 3,881.00 | \$ 8,870.00 | \$ 3,326.00 | \$ 3,881.00 | \$ 19,958.00 | \$ 239,496.00 | |
| 15 | Rancho Vista Park | Bolz Ranch Rd. & Towncenter Dr. | Link | Weekly | \$ 1,995.00 | \$ 1,774.00 | \$ 1,108.00 | \$ 1,330.00 | \$ 6,207.00 | \$ 74,484.00 | |
| 16 | Arnie Quinones Park | 41003 50th Street West | Link | Weekly | \$ 1,995.00 | \$ 1,774.00 | \$ 1,108.00 | \$ 1,330.00 | \$ 6,207.00 | \$ 74,484.00 | |
| GROUP 1 TOTAL: | | | | | \$ 35,367.00 | \$ 55,882.00 | \$ 29,937.00 | \$ 30,488.00 | \$ 151,674.00 | \$ 1,820,088.00 | |
| GROUP 2 - CIVIC CENTER SITES | | | | | | | | | | | |
| 17 | S.A.V.E.S | 1002 East Ave. Q-12 | Link | Weekly | \$ 555.00 | | \$ 1,108.00 | \$ 555.00 | \$ 2,218.00 | \$ 26,616.00 | |
| 18 | Melville J. Courson Park | 38226 10th Street East | Link | Weekly | \$ 1,663.00 | \$ 1,995.00 | \$ 1,108.00 | \$ 666.00 | \$ 5,432.00 | \$ 65,184.00 | |
| 19 | Old Parks & Recreation | 38260 10th Street East | Link | Weekly | \$ 555.00 | | \$ 1,553.00 | \$ 666.00 | \$ 2,774.00 | \$ 33,288.00 | |
| 20 | Palmdale Playhouse | 38334 10th Street East | Link | Weekly | \$ 555.00 | \$ 555.00 | \$ 1,108.00 | \$ 555.00 | \$ 2,773.00 | \$ 33,276.00 | |
| 21 | Legacy Commons & Legacy Park | 930 East Ave. Q-9 | Link | Weekly | \$ 555.00 | \$ 1,108.00 | \$ 1,108.00 | \$ 555.00 | \$ 3,326.00 | \$ 39,912.00 | |
| 22 | Poncitan Square & Palmdale Civic Center^ | 38315 9th Street East | Link | Weekly | \$ 555.00 | \$ 2,217.00 | \$ 1,663.00 | \$ 776.00 | \$ 5,211.00 | \$ 62,532.00 | |
| 23 | Dr. Robert C. St. Clair Parkway | 38741 Sierra Hwy | Link | Weekly | \$ 555.00 | \$ 2,217.00 | \$ 1,663.00 | \$ 776.00 | \$ 5,211.00 | \$ 62,532.00 | |
| 24 | Palmdale Demonstration Garden | 38405 Sierra Hwy | Link | Weekly | \$ 555.00 | \$ 555.00 | \$ 555.00 | \$ 443.00 | \$ 2,108.00 | \$ 25,296.00 | |
| 25 | Palmdale AJCC-Worksource | 38510 Sierra Hwy | Link | Weekly | \$ 555.00 | \$ 443.00 | \$ 443.00 | \$ 443.00 | \$ 1,884.00 | \$ 22,608.00 | |
| 26 | Old Hammack Center | 815 East Ave. Q-6 | Link | Weekly | \$ 555.00 | | \$ 443.00 | \$ 443.00 | \$ 1,441.00 | \$ 17,292.00 | |
| GROUP 2 TOTAL: | | | | | \$ 6,658.00 | \$ 9,090.00 | \$ 10,752.00 | \$ 5,878.00 | \$ 32,378.00 | \$ 388,536.00 | |
| GROUP 3 - TRANSIT SITES | | | | | | | | | | | |
| 27 | Palmdale Transportation Center | 39000 Clock Tower Plaza Drive | Link | Weekly | \$ 1,108.00 | \$ 2,661.00 | \$ 1,663.00 | \$ 1,663.00 | \$ 7,095.00 | \$ 85,140.00 | |
| 28 | East Ave. S Park & Ride | 210 E Ave. S | Link | Biweekly | \$ 555.00 | | \$ 443.00 | \$ 443.00 | \$ 1,441.00 | \$ 17,292.00 | |
| 29 | West Ave. S Park & Ride | 434 W Ave. S | Link | Biweekly | \$ 555.00 | | \$ 443.00 | \$ 443.00 | \$ 1,441.00 | \$ 17,292.00 | |
| 30 | Pelona Vista Park & Ride | 445 W Ave. R-8 | Link | Biweekly | \$ 555.00 | | \$ 443.00 | \$ 443.00 | \$ 1,441.00 | \$ 17,292.00 | |
| GROUP 3 TOTAL: | | | | | \$ 2,773.00 | \$ 2,661.00 | \$ 2,992.00 | \$ 2,992.00 | \$ 11,418.00 | \$ 137,016.00 | |
| GRAND TOTAL | | | | | \$ 44,798.00 | \$ 67,633.00 | \$ 43,681.00 | \$ 39,358.00 | \$ 195,470.00 | \$ 2,345,640.00 | |

*Marie Kerr Park Complex.

Marie Kerr Park: 39700 30th St. West; Marie Kerr Recreation Center & Pool: 2723-C W. Rancho Vista Blvd; Palmdale Amphitheater: 2723-E W. Rancho Vista Blvd; Best of the West Softball Complex: 2723-F W. Rancho Vista Blvd.

^Palmdale Civic Center:

Chimbole Cultural Center: 38350 Sierra Hwy; Palmdale City Library: 700 East Palmdale Blvd; Poncitan Square: 38315 9th St. East; City Hall: 38300 Sierra Hwy; Development Services: 38250 Sierra Hwy; AERO Institute: 38256 Sierra Hwy.

EXHIBIT C
FEES SCHEDULE
 MONTHLY LANDSCAPE SERVICES - PARKS, CITY FACILITY GROUNDS, AND TRANSIT SITES

12

| ID | SITE NAME | LOCATION DESCRIPTION | GOOGLE MAP LINKS | SERVICE FREQUENCY | SITE OPENING MONTHLY COST | TURF MAINTENANCE MONTHLY COST | PLANTER MAINTENANCE MONTHLY COST | IRRIGATION MAINTENANCE MONTHLY COST | YEAR 5: FISCAL YEAR 2028-2029 | | ANNUAL COST |
|-------------------------------------|--|--------------------------------------|----------------------|-------------------|---------------------------|-------------------------------|----------------------------------|-------------------------------------|-------------------------------|-----------------|-------------|
| | | | | | | | | | TOTAL MONTHLY COST | | |
| GROUP 1 - PARK SITES | | | | | | | | | | | |
| 1 | Domenic Massari Park | 37716 55th Street East | Link | Weekly | \$ 2,870.00 | \$ 9,180.00 | \$ 5,737.00 | \$ 2,524.00 | \$ 20,311.00 | \$ 243,732.00 | |
| 2 | Sam Yellen Park | 5100 East Ave. S | Link | Weekly | \$ 2,065.00 | \$ 3,442.00 | \$ 2,524.00 | \$ 1,836.00 | \$ 9,867.00 | \$ 118,404.00 | |
| 3 | Dry Town/Oasis Park | 3850 East Ave. S | Link | Weekly | \$ 2,870.00 | \$ 2,754.00 | \$ 3,213.00 | \$ 2,524.00 | \$ 11,361.00 | \$ 136,332.00 | |
| 4 | Joshua Hills Park | Fairfield & Via del Rio | Link | Weekly | \$ 2,295.00 | \$ 2,524.00 | \$ 1,952.00 | \$ 2,524.00 | \$ 9,295.00 | \$ 111,540.00 | |
| 5 | William J. McAdam Park | 38115 30th Street East | Link | Weekly | \$ 2,524.00 | \$ 4,590.00 | \$ 1,952.00 | \$ 2,524.00 | \$ 11,590.00 | \$ 139,080.00 | |
| 6 | Joe Davies Heritage Airpark | 2001 East Ave. P | Link | Weekly | \$ 574.00 | \$ 1,034.00 | \$ 803.00 | \$ 918.00 | \$ 3,329.00 | \$ 39,948.00 | |
| 7 | Desert Sands Park | 39117 3rd Street East | Link | Weekly | \$ 2,065.00 | \$ 3,672.00 | \$ 1,952.00 | \$ 2,524.00 | \$ 10,213.00 | \$ 122,556.00 | |
| 8 | Manzanita Heights Park | 431 Mesa Verde Ave. | Link | Weekly | \$ 2,295.00 | \$ 3,672.00 | \$ 1,952.00 | \$ 2,524.00 | \$ 10,443.00 | \$ 125,316.00 | |
| 9 | Pelona Vista Park | 37800 Tierra Subida Ave. | Link | Weekly | \$ 2,870.00 | \$ 8,607.00 | \$ 2,870.00 | \$ 3,442.00 | \$ 17,789.00 | \$ 213,468.00 | |
| 10 | Joshua Ranch Trail Head | | Link | Weekly | \$ 1,147.00 | | | | \$ 1,147.00 | \$ 13,764.00 | |
| 11 | Foothill Park | 2525 The Groves | Link | Weekly | \$ 2,295.00 | \$ 2,754.00 | \$ 1,147.00 | \$ 1,721.00 | \$ 7,917.00 | \$ 95,004.00 | |
| 12 | Anaverde Park | 2812 Greenbrier St. | Link | Weekly | \$ 2,295.00 | \$ 2,754.00 | \$ 1,147.00 | \$ 1,721.00 | \$ 7,917.00 | \$ 95,004.00 | |
| 13 | Amargosa Creek Trail | Elizabeth Lake Rd & 25th Street West | Link | Weekly | \$ 2,295.00 | | | | \$ 2,295.00 | \$ 27,540.00 | |
| 14 | Marie Kerr Park Complex* | 39700 30th St. West | Link | Weekly | \$ 4,017.00 | \$ 9,180.00 | \$ 3,442.00 | \$ 4,017.00 | \$ 20,656.00 | \$ 247,872.00 | |
| 15 | Rancho Vista Park | Bolz Ranch Rd. & Towncenter Dr. | Link | Weekly | \$ 2,065.00 | \$ 1,836.00 | \$ 1,147.00 | \$ 1,377.00 | \$ 6,425.00 | \$ 77,100.00 | |
| 16 | Arnie Quinones Park | 41003 50th Street West | Link | Weekly | \$ 2,065.00 | \$ 1,836.00 | \$ 1,147.00 | \$ 1,377.00 | \$ 6,425.00 | \$ 77,100.00 | |
| GROUP 1 TOTAL: | | | | | \$ 36,607.00 | \$ 57,835.00 | \$ 30,985.00 | \$ 31,553.00 | \$ 156,980.00 | \$ 1,883,760.00 | |
| GROUP 2 - CIVIC CENTER SITES | | | | | | | | | | | |
| 17 | S.A.V.E.S | 1002 East Ave. Q-12 | Link | Weekly | \$ 574.00 | | \$ 1,147.00 | \$ 574.00 | \$ 2,295.00 | \$ 27,540.00 | |
| 18 | Melville J. Courson Park | 38226 10th Street East | Link | Weekly | \$ 1,721.00 | \$ 2,065.00 | \$ 1,147.00 | \$ 689.00 | \$ 5,622.00 | \$ 67,464.00 | |
| 19 | Old Parks & Recreation | 38260 10th Street East | Link | Weekly | \$ 574.00 | | \$ 1,607.00 | \$ 689.00 | \$ 2,870.00 | \$ 34,440.00 | |
| 20 | Palmdale Playhouse | 38334 10th Street East | Link | Weekly | \$ 574.00 | \$ 574.00 | \$ 1,147.00 | \$ 574.00 | \$ 2,869.00 | \$ 34,428.00 | |
| 21 | Legacy Commons & Legacy Park | 930 East Ave. Q-9 | Link | Weekly | \$ 574.00 | \$ 1,147.00 | \$ 1,147.00 | \$ 574.00 | \$ 3,442.00 | \$ 41,304.00 | |
| 22 | Poncitan Square & Palmdale Civic Center^ | 38315 9th Street East | Link | Weekly | \$ 574.00 | \$ 2,295.00 | \$ 1,721.00 | \$ 803.00 | \$ 5,393.00 | \$ 64,716.00 | |
| 23 | Dr. Robert C. St. Clair Parkway | 38741 Sierra Hwy | Link | Weekly | \$ 574.00 | \$ 2,295.00 | \$ 1,721.00 | \$ 803.00 | \$ 5,393.00 | \$ 64,716.00 | |
| 24 | Palmdale Demonstration Garden | 38405 Sierra Hwy | Link | Weekly | \$ 574.00 | \$ 574.00 | \$ 574.00 | \$ 459.00 | \$ 2,181.00 | \$ 26,172.00 | |
| 25 | Palmdale AJCC-Worksource | 38510 Sierra Hwy | Link | Weekly | \$ 574.00 | \$ 459.00 | \$ 459.00 | \$ 459.00 | \$ 1,951.00 | \$ 23,412.00 | |
| 26 | Old Hammack Center | 815 East Ave. Q-6 | Link | Weekly | \$ 574.00 | | \$ 459.00 | \$ 459.00 | \$ 1,492.00 | \$ 17,904.00 | |
| GROUP 2 TOTAL: | | | | | \$ 6,887.00 | \$ 9,409.00 | \$ 11,129.00 | \$ 6,083.00 | \$ 33,508.00 | \$ 402,096.00 | |
| GROUP 3 - TRANSIT SITES | | | | | | | | | | | |
| 27 | Palmdale Transportation Center | 39000 Clock Tower Plaza Drive | Link | Weekly | \$ 1,147.00 | \$ 2,754.00 | \$ 1,721.00 | \$ 1,721.00 | \$ 7,343.00 | \$ 88,116.00 | |
| 28 | East Ave. S Park & Ride | 210 E Ave. S | Link | Biweekly | \$ 574.00 | | \$ 459.00 | \$ 459.00 | \$ 1,492.00 | \$ 17,904.00 | |
| 29 | West Ave. S Park & Ride | 434 W Ave. S | Link | Biweekly | \$ 574.00 | | \$ 459.00 | \$ 459.00 | \$ 1,492.00 | \$ 17,904.00 | |
| 30 | Pelona Vista Park & Ride | 445 W Ave. R-8 | Link | Biweekly | \$ 574.00 | | \$ 459.00 | \$ 459.00 | \$ 1,492.00 | \$ 17,904.00 | |
| GROUP 3 TOTAL: | | | | | \$ 2,869.00 | \$ 2,754.00 | \$ 3,098.00 | \$ 3,098.00 | \$ 11,819.00 | \$ 141,828.00 | |
| GRAND TOTAL | | | | | \$ 46,363.00 | \$ 69,998.00 | \$ 45,212.00 | \$ 40,734.00 | \$ 202,307.00 | \$ 2,427,684.00 | |

*Marie Kerr Park Complex.

Marie Kerr Park: 39700 30th St. West; Marie Kerr Recreation Center & Pool: 2723-C W. Rancho Vista Blvd; Palmdale Amphitheater: 2723-E W. Rancho Vista Blvd; Best of the West Softball Complex: 2723-F W. Rancho Vista Blvd.

^Palmdale Civic Center:

Chimbole Cultural Center: 38350 Sierra Hwy; Palmdale City Library: 700 East Palmdale Blvd; Poncitan Square: 38315 9th St. East; City Hall: 38300 Sierra Hwy; Development Services: 38250 Sierra Hwy; AERO Institute: 38256 Sierra Hwy.

EXHIBIT D
FEE SCHEDULE
ADDITIONAL LANDSCAPE SERVICES MENU

| ID | SERVICE DESCRIPTION <i>Services shall include labor, equipment, and materials, unless otherwise noted.</i> | UNIT OF MEASURE | ANNUAL RATES | | | | |
|----|--|-----------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| | | | YEAR 1 FY 2024-2025 | YEAR 2 FY 2025-2026 | YEAR 3 FY 2026-2027 | YEAR 4 FY 2027-2028 | YEAR 5 FY 2028-2029 |
| 1 | ADDITIONAL MOWING - SPORTS TURF | PER ACRE | \$ 100.00 | \$ 104.00 | \$ 108.00 | \$ 112.00 | \$ 116.00 |
| 2 | ADDITIONAL MOWING - MULTI-USE TURF | PER ACRE | \$ 100.00 | \$ 104.00 | \$ 108.00 | \$ 112.00 | \$ 116.00 |
| 3 | ADDITIONAL MOWING - PASSIVE TURF | PER ACRE | \$ 100.00 | \$ 104.00 | \$ 108.00 | \$ 112.00 | \$ 116.00 |
| 4 | TURF VEGETATION CONTROL APPLICATION Labor & Equipment Only; CITY to provide Material | PER ACRE | \$ 85.00 | \$ 88.00 | \$ 91.00 | \$ 94.00 | \$ 97.00 |
| 5 | AERATION- TURF KNIFE / SLICE AERATION Labor & Equipment Only; CITY to provide Material | PER ACRE | \$ 85.00 | \$ 88.00 | \$ 91.00 | \$ 94.00 | \$ 97.00 |
| 6 | AERATION- TURF PLUG / CORE AERATION Labor & Equipment Only; CITY to provide Material | PER ACRE | \$ 100.00 | \$ 104.00 | \$ 108.00 | \$ 112.00 | \$ 116.00 |
| 7 | AERATION- DEEP / FRACTURE TINE AERATION Labor & Equipment Only; CITY to provide Material | PER ACRE | \$ 125.00 | \$ 129.00 | \$ 134.00 | \$ 139.00 | \$ 144.00 |
| 8 | TURF VERTI-CUTTING Labor & Equipment Only; CITY to provide Material | PER ACRE | \$ 150.00 | \$ 155.00 | \$ 160.00 | \$ 166.00 | \$ 172.00 |
| 9 | TURF SLIT SEEDING Labor & Equipment Only; CITY to provide Material | PER ACRE | \$ 150.00 | \$ 155.00 | \$ 160.00 | \$ 166.00 | \$ 172.00 |
| 10 | TURF OVER-SEEDING Labor & Equipment Only; CITY to provide Material | PER ACRE | \$ 125.00 | \$ 129.00 | \$ 134.00 | \$ 139.00 | \$ 144.00 |
| 11 | TURF TOP DRESSING Labor & Equipment Only; CITY to provide Material | PER ACRE | \$ 125.00 | \$ 129.00 | \$ 134.00 | \$ 139.00 | \$ 144.00 |
| 12 | STONE BURRYING - REVERSE ROTATION TILLING Turning soil to a depth of 8" in two directions, homogenously blending soil conditioners, wheel rolling and compacting soil profile after tilling process. Labor & Equipment Only; CITY to provide Material. | PER ACRE | \$ 175.00 | \$ 181.00 | \$ 187.00 | \$ 194.00 | \$ 201.00 |
| 13 | MECHANICAL GRANULAR FERTILIZER / SOIL CONDITIONER APPLICATION - TURF Labor & Equipment Only; CITY to provide Material | PERTON | \$ 100.00 | \$ 104.00 | \$ 108.00 | \$ 112.00 | \$ 116.00 |

EXHIBIT D
FEE SCHEDULE
ADDITIONAL LANDSCAPE SERVICES MENU

| ID | SERVICE DESCRIPTION <i>Services shall include labor, equipment, and materials, unless otherwise noted.</i> | UNIT OF MEASURE | ANNUAL RATES | | | | |
|----|--|-----------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| | | | YEAR 1 FY 2024-2025 | YEAR 2 FY 2025-2026 | YEAR 3 FY 2026-2027 | YEAR 4 FY 2027-2028 | YEAR 5 FY 2028-2029 |
| 14 | MECHANICAL GRANULAR FERTILIZER / SOIL CONDITIONER APPLICATION - PLANTER Labor & Equipment Only; CITY to provide Material | PER TON | \$ 75.00 | \$ 78.00 | \$ 81.00 | \$ 84.00 | \$ 87.00 |
| 15 | SPORTS TURF RENOVATION - HYDROSEEDING Labor & Equipment included. | PER ACRE | \$ 150.00 | \$ 155.00 | \$ 160.00 | \$ 166.00 | \$ 172.00 |
| 16 | SOD INSTALATION Labor & Equipment Only; CITY to provide Material | PER SQUARE FOOT | \$ 1.50 | \$ 1.55 | \$ 1.60 | \$ 1.66 | \$ 1.72 |
| 17 | TURF COLORANT APPLICATION Labor & Equipment Only; CITY to provide Material | PER ACRE | \$ 95.00 | \$ 98.00 | \$ 101.00 | \$ 105.00 | \$ 109.00 |
| 18 | DECOMPOSED GRANITE (D.G.) INSTALLATION Installation per City of Palmdale Engineering Detail LC-2 Labor & Equipment Only; CITY to provide Material | PER SQUARE FOOT | \$ 1.50 | \$ 1.55 | \$ 1.60 | \$ 1.66 | \$ 1.72 |
| 19 | PLANTER DEMOLITION & GRADING - NATIVE SOIL Removal of existing plant material incl. stumps, silt build up, and grading for new landscape installation per City of Palmdale Engineering Detail P-8 | PER SQUARE FOOT | \$ 2.00 | \$ 2.07 | \$ 2.14 | \$ 2.21 | \$ 2.29 |
| 20 | PLANTER DEMOLITION & GRADING - D.G. or CRUSHED ROCK Removal of existing plant material incl. stumps, silt build up, and grading for new landscape installation per City of Palmdale Engineering Detail LC-2 | PER SQUARE FOOT | \$ 3.00 | \$ 3.11 | \$ 3.22 | \$ 3.33 | \$ 3.45 |
| 21 | POINT SOURCE IRRIGATION SYSTEM INSTALATION - NEW Installation per City of Palmdale Engingeering Detail I-27 Labor & Equipment Only; CITY to provide Material | PER BUBBLER | \$ 15.00 | \$ 16.00 | \$ 17.00 | \$ 18.00 | \$ 19.00 |
| 22 | IRRIGATION SYSTEM CONVERSION - SPRAY TO POINT SOURCE SYSTEM Installation per City of Palmdale Engingeering Detail I-27 Labor & Equipment Only; CITY to provide Material | PER BUBBLER | \$ 15.00 | \$ 16.00 | \$ 17.00 | \$ 18.00 | \$ 19.00 |
| 23 | SPRAY IRRIGATION SYSTEM INSTALLATION Installation per City of Palmdale Engingeering Details I-11; I-12; I-13, and I-26 Labor & Equipment Only; CITY to provide Material | PER SPRINKLER | \$ 20.00 | \$ 21.00 | \$ 22.00 | \$ 23.00 | \$ 24.00 |
| 24 | BLACK STEEL EDGING INSTALLATION - CITY SUPPLIED MATERIALS Labor & Equipment Only; CITY to provide Material | PER LINEAR FOOT | \$ 5.00 | \$ 5.18 | \$ 5.36 | \$ 5.55 | \$ 5.74 |
| 25 | CONCRETE MOW CURB INSTALLATION - CITY SUPPLIED MATERIALS Installation per City of Palmdale Engineering Detail LC-1 Labor & Equipment Only; CITY to provide Material | PER LINEAR FOOT | \$ 18.00 | \$ 19.00 | \$ 20.00 | \$ 21.00 | \$ 22.00 |
| 26 | ROCK INSTALLATION IN PLANTERS - 3/4" to 1-1/2" Labor & Equipment Only; CITY to provide Material | PER SQUARE FOOT | \$ 4.00 | \$ 4.14 | \$ 4.28 | \$ 4.43 | \$ 4.59 |

EXHIBIT D
FEE SCHEDULE
ADDITIONAL LANDSCAPE SERVICES MENU

| ID | SERVICE DESCRIPTION <i>Services shall include labor, equipment, and materials, unless otherwise noted.</i> | UNIT OF MEASURE | ANNUAL RATES | | | | |
|----|--|-------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| | | | YEAR 1 FY 2024-2025 | YEAR 2 FY 2025-2026 | YEAR 3 FY 2026-2027 | YEAR 4 FY 2027-2028 | YEAR 5 FY 2028-2029 |
| 27 | ROCK INSTALLATION IN PLANTERS - 1-1/2" to 3" Labor & Equipment Only; CITY to provide Material | PER SQUARE FOOT | \$ 4.00 | \$ 4.14 | \$ 4.28 | \$ 4.43 | \$ 4.59 |
| 28 | RIVER ROCK INSTALLATION IN PLANTERS - 3" to 6" Labor & Equipment Only; CITY to provide Material | PER SQUARE FOOT | \$ 5.00 | \$ 5.18 | \$ 5.36 | \$ 5.55 | \$ 5.74 |
| 29 | HYDROSEEDING Per City of Palmdale Engineering Standards Section 6 Landscaping and Irrigation, Section H. Labor & Equipment Only; CITY to provide Material | PER SQUARE FOOT | \$ 0.25 | \$ 0.26 | \$ 0.27 | \$ 0.28 | \$ 0.29 |
| 30 | 1 GALLON PLANT INSTALLATION: 1 to 25 PLANTS Labor & Equipment Only; CITY to provide Material | 1 - 25 PLANTS | \$ 10.00 | \$ 10.35 | \$ 10.71 | \$ 11.08 | \$ 11.47 |
| 31 | 1 GALLON PLANT INSTALLATION: 26 to 50 PLANTS Labor & Equipment Only; CITY to provide Material | 26 - 50 PLANTS | \$ 10.00 | \$ 10.35 | \$ 10.71 | \$ 11.08 | \$ 11.47 |
| 32 | 1 GALLON PLANT INSTALLATION: 51 to 100 PLANTS Labor & Equipment Only; CITY to provide Material | 51 - 100 PLANTS | \$ 9.00 | \$ 9.32 | \$ 9.65 | \$ 9.99 | \$ 10.34 |
| 33 | 1 GALLON PLANT INSTALLATION: 101 to 250 PLANTS Labor & Equipment Only; CITY to provide Material | 101 - 250 PLANTS | \$ 9.00 | \$ 9.32 | \$ 9.65 | \$ 9.99 | \$ 10.34 |
| 34 | 1 GALLON PLANT INSTALLATION: 251 to 1000 PLANTS Labor & Equipment Only; CITY to provide Material | 251 - 1000 PLANTS | \$ 9.00 | \$ 9.32 | \$ 9.65 | \$ 9.99 | \$ 10.34 |
| 35 | 5 GALLON PLANT INSTALLATION: 1 to 25 PLANTS Labor & Equipment Only; CITY to provide Material | 1 - 25 PLANTS | \$ 28.00 | \$ 29.00 | \$ 30.00 | \$ 31.00 | \$ 32.00 |
| 36 | 5 GALLON PLANT INSTALLATION: 26 to 50 PLANTS Labor & Equipment Only; CITY to provide Material | 26 - 50 PLANTS | \$ 28.00 | \$ 29.00 | \$ 30.00 | \$ 31.00 | \$ 32.00 |
| 37 | 5 GALLON PLANT INSTALLATION: 51 to 100 PLANTS Labor & Equipment Only; CITY to provide Material | 51 - 100 PLANTS | \$ 26.00 | \$ 27.00 | \$ 28.00 | \$ 29.00 | \$ 30.00 |
| 38 | 5 GALLON PLANT INSTALLATION: 101 to 250 PLANTS Labor & Equipment Only; CITY to provide Material | 101 - 250 PLANTS | \$ 26.00 | \$ 27.00 | \$ 28.00 | \$ 29.00 | \$ 30.00 |
| 39 | 5 GALLON PLANT INSTALLATION: 251 to 1000 PLANTS Labor & Equipment Only; CITY to provide Material | 251 - 1000 PLANTS | \$ 26.00 | \$ 27.00 | \$ 28.00 | \$ 29.00 | \$ 30.00 |

EXHIBIT D
FEE SCHEDULE
ADDITIONAL LANDSCAPE SERVICES MENU

| ID | SERVICE DESCRIPTION <i>Services shall include labor, equipment, and materials, unless otherwise noted.</i> | UNIT OF MEASURE | ANNUAL RATES | | | | |
|----|--|--------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| | | | YEAR 1 FY 2024-2025 | YEAR 2 FY 2025-2026 | YEAR 3 FY 2026-2027 | YEAR 4 FY 2027-2028 | YEAR 5 FY 2028-2029 |
| 40 | 15 GALLON PLANT INSTALLATION: 1 to 25 PLANTS Labor & Equipment Only; CITY to provide Material | 1 - 25 PLANTS | \$ 75.00 | \$ 78.00 | \$ 81.00 | \$ 84.00 | \$ 87.00 |
| 41 | 15 GALLON PLANT INSTALLATION: 26 to 50 PLANTS Labor & Equipment Only; CITY to provide Material | 26 - 50 PLANTS | \$ 75.00 | \$ 78.00 | \$ 81.00 | \$ 84.00 | \$ 87.00 |
| 42 | 15 GALLON PLANT INSTALLATION: 51 to 100 PLANTS Labor & Equipment Only; CITY to provide Material | 51 - 100 PLANTS | \$ 72.00 | \$ 75.00 | \$ 78.00 | \$ 81.00 | \$ 84.00 |
| 43 | 15 GALLON PLANT INSTALLATION: 101 to 250 PLANTS Labor & Equipment Only; CITY to provide Material | 101 - 250 PLANTS | \$ 72.00 | \$ 75.00 | \$ 78.00 | \$ 81.00 | \$ 84.00 |
| 44 | 15 GALLON PLANT INSTALLATION: 251 to 1000 PLANTS Labor & Equipment Only; CITY to provide Material | 251 - 1000 PLANTS | \$ 70.00 | \$ 72.00 | \$ 75.00 | \$ 78.00 | \$ 81.00 |
| 45 | 15 GALLON TREE INSTALLATION: 1 to 25 PLANTS Labor & Equipment Only; CITY to provide Material | 1 - 25 TREES | \$ 78.00 | \$ 81.00 | \$ 84.00 | \$ 87.00 | \$ 90.00 |
| 46 | 15 GALLON TREE INSTALLATION: 26 to 50 PLANTS Labor & Equipment Only; CITY to provide Material | 26 - 50 TREES | \$ 78.00 | \$ 81.00 | \$ 84.00 | \$ 87.00 | \$ 90.00 |
| 47 | 15 GALLON TREE INSTALLATION: 51 to 100 PLANTS Labor & Equipment Only; CITY to provide Material | 51 - 100 TREES | \$ 75.00 | \$ 78.00 | \$ 81.00 | \$ 84.00 | \$ 87.00 |
| 48 | 15 GALLON TREE INSTALLATION: 101 to 250 PLANTS Labor & Equipment Only; CITY to provide Material | 101 - 250 TREES | \$ 75.00 | \$ 78.00 | \$ 81.00 | \$ 84.00 | \$ 87.00 |
| 49 | 24" BOX TREE INSTALLATION Includes tree staking, tying, or guying Labor & Equipment Only; CITY to provide Material | PER TREE | \$ 180.00 | \$ 186.00 | \$ 193.00 | \$ 200.00 | \$ 207.00 |
| 50 | 36" BOX TREE INSTALLATION Includes tree staking, tying, or guying Labor & Equipment Only; CITY to provide Material | PER TREE | \$ 300.00 | \$ 311.00 | \$ 322.00 | \$ 333.00 | \$ 345.00 |
| 51 | 48" BOX TREE INSTALLATION Includes tree staking, tying, or guying Labor & Equipment Only; CITY to provide Material | PER TREE | \$ 500.00 | \$ 518.00 | \$ 536.00 | \$ 555.00 | \$ 574.00 |
| 52 | CONCRETE SLAB FOR DEVICE ENCLOSURE PAD - CITY SUPPLIED MATERIALS 6" THICK AND EXTENDING A MINIMUM OF 6" BEYOND THE SIDES OF THE ENCLOSURE. Labor & Equipment Only; CITY to provide Material | PER SQUARE FOOT | \$ 20.00 | \$ 21.00 | \$ 22.00 | \$ 23.00 | \$ 24.00 |

EXHIBIT D
FEE SCHEDULE
ADDITIONAL LANDSCAPE SERVICES MENU

| ID | SERVICE DESCRIPTION <i>Services shall include labor, equipment, and materials, unless otherwise noted.</i> | UNIT OF MEASURE | ANNUAL RATES | | | | |
|----|--|-----------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| | | | YEAR 1 FY 2024-2025 | YEAR 2 FY 2025-2026 | YEAR 3 FY 2026-2027 | YEAR 4 FY 2027-2028 | YEAR 5 FY 2028-2029 |
| 53 | CONCRETE SLAB FOR DEVICE ENCLOSURE PAD - CONTRACTOR SUPPLIED MATERIALS 6" THICK AND EXTENDING A MINIMUM OF 6" BEYOND THE SIDES OF THE ENCLOSURE. | PER SQUARE FOOT | \$ 20.00 | \$ 21.00 | \$ 22.00 | \$ 23.00 | \$ 24.00 |
| 54 | CONCRETE SLAB FLATWORK - 4" THICK - CITY SUPPLIED MATERIALS Labor & Equipment Only; CITY to provide Material | PER SQUARE FOOT | \$ 18.00 | \$ 19.00 | \$ 20.00 | \$ 21.00 | \$ 22.00 |
| 55 | CONCRETE SLAB FLATWORK - 4" THICK - CONTRACTOR SUPPLIED MATERIALS | PER SQUARE FOOT | \$ 18.00 | \$ 19.00 | \$ 20.00 | \$ 21.00 | \$ 22.00 |
| 56 | HIGH PRESSURE-HOT WATER PRESSURE WASHING | PER HOUR | \$ 125.00 | \$ 129.00 | \$ 134.00 | \$ 139.00 | \$ 144.00 |
| 57 | OUTFITTED LANDSCAPE LABORER | PER HOUR | \$ 45.00 | \$ 47.00 | \$ 49.00 | \$ 51.00 | \$ 53.00 |
| 58 | OUTFITTED LANDSCAPE IRRIGATION LABORER | PER HOUR | \$ 65.00 | \$ 67.00 | \$ 69.00 | \$ 71.00 | \$ 73.00 |
| 59 | OUTFITTED LANDSCAPE IRRIGATION TENDER | PER HOUR | \$ 75.00 | \$ 78.00 | \$ 81.00 | \$ 84.00 | \$ 87.00 |
| 60 | LANDSCAPE OPERATING ENGINEER WITH SKIP LOADER | PER HOUR | \$ 150.00 | \$ 155.00 | \$ 160.00 | \$ 166.00 | \$ 172.00 |
| 61 | 1 OUTFITTED LANDSCAPE TRUCK AND TRAILER WITH A 3-MAN CREW WITH 1 FOREMAN AND 2 LABORERS Includes Weekends/Holidays | PER HOUR | \$ 155.00 | \$ 160.00 | \$ 166.00 | \$ 172.00 | \$ 178.00 |
| 62 | 1 OUTFITTED IRRIGATION MAINTENANCE TRUCK WITH 1 IRRIGATION TECHNICIAN Includes Weekends/Holidays | PER HOUR | \$ 85.00 | \$ 88.00 | \$ 91.00 | \$ 94.00 | \$ 97.00 |
| 63 | 1 OUTFITTED JUVENILE TREE TRIMMING CREW WITH TRUCK, TRAILER, CERTIFIED ARBORIST AND GROUND WORKER Includes Weekends/Holidays | PER HOUR | \$ 155.00 | \$ 160.00 | \$ 166.00 | \$ 172.00 | \$ 178.00 |
| 64 | EMERGENCY CALL OUT CREW 1 OUTFITTED LANDSCAPE TRUCK AND TRAILER WITH A 3-MAN CREW Includes Weekends/Holidays | PER HOUR | \$ 232.00 | \$ 240.00 | \$ 248.00 | \$ 257.00 | \$ 266.00 |

EXHIBIT E
KEY PERSONNEL & STAFFING PLAN

Management Team

| Title | Role |
|--|---|
| Senior Branch Manager, Sergio Hernandez | <ul style="list-style-type: none"> • Weekly onsite quality audits; team support |
| Area Manager, Leonardo Flores | <ul style="list-style-type: none"> • Main point of contact day-to-day maintenance; timely execution of SOW; team training & preparation |
| Project Manager, Jose Arreola | <ul style="list-style-type: none"> • Landscape maintenance and enhancement projects |
| Service Operations Support (S.O.S.), Jason Mah | <ul style="list-style-type: none"> • Communication liaison between crews & managers; work & repair schedules and completion; supports/tracks KPI's |

Upper Management & Support Staff

| Title | Role |
|---|--|
| Director of Operational Improvement, Luis Magana | <ul style="list-style-type: none"> • Runs operational job starts; creates playbook/detailed plan of action for crews |
| Regional Irrigation Advisor, Eric Anderson | <ul style="list-style-type: none"> • Water conservation; manages Irrigation Technicians & system alerts |
| Director of Operations, Elizabeth Baginski | <ul style="list-style-type: none"> • Supports Senior Branch and Area Managers with onboarding |
| Regional Administration Manager, Catherine Cooper | <ul style="list-style-type: none"> • Invoicing; purchasing equipment & materials; hiring & onboarding support; administrative support |

Park Maintenance Crew

| Title | Role |
|-----------------------|--|
| Crew Leader | |
| Experienced Gardener | <ul style="list-style-type: none"> • Large Mower Operator |
| Experienced Gardener | |
| Intermediate Gardener | |
| Intermediate Gardener | <ul style="list-style-type: none"> • Midsize Mower Operator |
| Intermediate Gardener | |
| Intermediate Gardener | <ul style="list-style-type: none"> • String Trimming & Turf Detail |
| Crew Leader | |
| Porter | <ul style="list-style-type: none"> • Site Opening Operations • Trash-Pickup • Site Inspections • Reporting • Opening of All Amenities (Basketball Courts, Tennis Courts, Skate Parks, RR, etc.) 7 Days Per Week • Pressure Washing Amenities as Needed |
| Porter | |
| Porter | |
| Crew Leader | |
| Experienced Gardener | <ul style="list-style-type: none"> • Planter Bed Maintenance • Pruning Plant Material As Needed • Weed Removal • Cultivating Soil • Adding Mulch |
| Intermediate Gardener | |
| Intermediate Gardener | |
| Irrigation Technician | <ul style="list-style-type: none"> • Manage irrigation system to maximum efficiency • Conduct repairs as needed upon approval |
| Irrigation Technician | |

Civic Center Sites Crew

| Title | Role |
|--|--|
| Crew Leader | |
| Experienced Gardener | <ul style="list-style-type: none">• Daily Opening Operations• Weekly Mowing• Detailing All Planter Beds• Remove Weeds/Trash/Debris• Create a Positive Environment for City Employees & Residents |
| Intermediate Gardener | |
| Intermediate Gardener (50% Dedicated)* | |
| Irrigation Technician (50% Dedicated)^ | <ul style="list-style-type: none">• Irrigation Audits & Repairs as Needed |

Transit Sites Crew

| Title | Role |
|--|------|
| Crew Leader | |
| Intermediate Gardener (50% Dedicated)* | |

* *Intermediate Gardner will split time between the Civic Center Crew and the Transit Sites Crew.*

^ *Irrigation Technician on Civic Center Crew will also be dedicated to the City 50% of their time.*

GUARANTY

In accordance with the terms of the Contract between City of Palmdale, ("City") and the undersigned, under which contract the undersigned shall complete work as described in the Contract documents, the following guarantee of said work is hereby made.

Should any of the items installed pursuant to said Contract, prove defective or should the item as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the said item or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one (1) year after date on which the work is accepted by the City, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within thirty (30) days after the receipt of demand from the City. In the event repairs are not made within thirty (30) days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other Contractor. The undersigned agrees to reimburse the City, upon demand, of its expenses incurred in restoring said items to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the City, to replace any such equipment and repair said items completely without cost to the City so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the City; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the City, upon demand, expenses incurred.

Said items will be deemed defective within the meaning of this Guaranty in the event that they fail to operate as originally intended thereof and in accordance with the plans and specifications included in said contract. The Faithful Performance Bond for this project shall remain in full force and effect for the entire guarantee period as required in the specifications and contract documents.

Signature

Date

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, and all amendments thereto, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Palmdale prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

Contractor

By _____
Print Name

Signature

Title

Date

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."



P A L M D A L E

a place to call home

AUSTIN BISHOP
Mayor

July 23, 2024

RICHARD J. LOA
Mayor Pro Tem

ANDREA ALARCÓN
Councilmember

LAURA BETTENCOURT
Councilmember

ERIC OHLSEN
Councilmember

38300 Sierra Highway

Palmdale, CA 93550-4798

Tel: 661/267-5100

TDD: 661/267-5167

Re: Notice of Intent to Award:
RFP NO. 24-001-3500
Park, City Facility Grounds, and Transit Site Maintenance Services

The City of Palmdale announces its intent to award a contract to Monarch Landscape Companies. We thank all other Respondents for their time and the effort put forth to prepare a response. We appreciate your interest in working with the City of Palmdale. We encourage your organization to continue to participate in the City of Palmdale's procurement processes.

As provided in the RFP, this Notice of Intent to Award is subject to execution of a written contract and as a result, this Notice does not constitute the formation of a contract with the City of Palmdale. A member of the City's team will reach out to you to begin the process shortly. Monarch Landscape shall not acquire any legal or equitable rights relative to the contract services until a contract is fully executed by City of Palmdale Officials. The City of Palmdale further reserves the right to cancel this Notice of Intent to Award at any time prior to the execution of a written contract.

Sincerely,

A handwritten signature in black ink, appearing to read "Dawn K. McIntosh".

Dawn K. McIntosh
Manager, Purchasing, Contracts, and Risk
City of Palmdale
Finance Department
Telephone: (661) 267-5425
Fax: (661) 267-5454
Email: purchasing@cityofpalmdale.org



P A L M D A L E

NOTICE OF REQUEST FOR PROPOSALS

RFP NO. 24-001-3500

PARK, CITY FACILITY GROUNDS, & TRANSIT SITE MAINTENANCE SERVICES

| | |
|---|--|
| PUBLISH DATES | 4/23/2024 & 4/30/2024 |
| SOLICITATION NUMBER | 24-001-3500 |
| SOLICITATION RELEASE | 4/23/2024 |
| BID TYPE | RFP |
| MANDATORY PRE-BID MEETING 39110 3 RD St East Palmdale, CA 93550 | 5/7/2024 9:00 AM OR 5/9/2024 1:00 PM |
| Q&A DEADLINE | 5/21/2024 2:00 PM |
| BID DUE DATE | 6/6/2024 2:00 PM |

NOTICE IS HEREBY GIVEN the City of Palmdale ("City") will receive electronic bids for the **City of Palmdale RFP No. 24-001-3500** no later than **June 6, 2024, at 2:00 PM (PST)**. The electronic bids shall be submitted through the City's electronic bid management system (PlanetBids **PB™**). It is the responsibility of the Bidder to submit their bid with enough time to be received by PlanetBids (**PB™**) prior to the bid opening date and time. Allow time for technical difficulties, uploading, and unexpected delays. The receiving deadline is absolute and late or incomplete bids will not be accepted. The electronic bid management system will not accept late bids.

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

Mandatory Pre-Bid Meeting:

May 7, 2024 at 9:00 AM (PST) at 39110 3rd Street East Palmdale, CA 93550

or

May 9, 2024 at 1:00 PM (PST) at 39110 3rd Street East Palmdale, CA 93550

RSVP to one meeting at purchasing@cityofpalmdale.org by Monday, May 6, 2:00 PM

All questions, inquiries and comments regarding this solicitation must be submitted to City via the PlanetBids (PB™) online system no later than **May 21, 2024 at 2:00 PM (PST)** by the electronic clock in the bid management system at www.cityofpalmdale.org using the “**Questions and Answer**” tab. **Answers provided by the City will be answered using the PlanetBids (PB™) online system.**

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

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Section 1 – Background and Purpose of the RFP

The City of Palmdale is seeking proposals from qualified and experienced firms to provide Park Services for city parks & facility grounds, the Palmdale Transportation Center, and the Palmdale Park & Rides. The cost of the most recently awarded five-year contract was \$13,473,877.

Submissions which, in the sole judgment of CITY, fail to meet the requirements of the RFP or which are in any way conditional, incomplete, obscure, contain additions or deletions from requested information, or contain errors may be rejected. Conditional proposals will not be considered.

City of Palmdale Background

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

Palmdale has a desert landscape with a seasonal climate, open space, and plenty of room to breathe fresh air. The people who live and work in Palmdale find a sense of place; the City has a young population with residents looking to buy property, raise families, and work near home. Palmdale's desert micro-climate has freeze-and-thaw cycles during winter months and extreme heat during summer months.

Section 2 – Timeline and Contract

| | |
|---|--|
| PUBLISH DATES | 4/23/2024 & 4/30/2024 |
| SOLICITATION NUMBER | 24-001-3500 |
| SOLICITATION RELEASE | 4/23/2024 |
| BID TYPE | RFP |
| MANDATORY PRE-BID MEETING 39110 3 RD St East Palmdale, CA 93550 | 5/7/2024 9:00 AM OR 5/9/2024 1:00 PM |
| Q&A DEADLINE | 5/21/2024 2:00 PM |
| BID DUE DATE | 6/6/2024 2:00 PM |

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

Examples of potential awards are:

All Groups are awarded to one contractor.

Group 1 - Park Sites is awarded separately from Groups 2 – Civic Center and 3 – Transit Sites.

Group 2 – Civic Center Sites is awarded separately from Groups 1 – Park Sites and 3 – Transit Sites.

Group 3 – Transit Sites is awarded separately from Groups 1 – Park Sites and 2 – Civic Center Sites.

More than 1 group may be awarded to one contractor.

All three groups are awarded separately.

Section 3 - Scope of Services/Work

The City is seeking qualified and responsible firms to provide professional grounds and green space maintenance services for Parks, City Facilities, Palmdale Transportation Center and Palmdale Park & Rides. The selected contractor will be responsible for the full scope of services appropriate to a project of this nature, including but not exclusive to the items enumerated herein. Proposal pricing should reflect, without limitation, all such services required for the proper completion of the work.

Parks are vitally important to establishing and maintaining the quality of life in our community, promoting the health of families and youth, and contributing to the economic and environmental well-being of our city. Traditionally, trends in Park maintenance point to equity across a park system, where all parks are maintained in the same, consistent manner. While consistent minimum service frequencies as specified are required, the city is seeking proposals where the CONTRACTOR'S operational plan for different sites is based on the size of the site, type of usage, safety concerns, parks & recreation programming, park design and the specific needs of our community.

Proposals advocating for efficient resource utilization through a tiered maintenance approach, guided by established criteria, are preferred. Parks should be categorized into tiers, with acknowledgment that there may be overlap based on location, design, usage, and amenities. Respondents should outline their tiered maintenance approach, building upon the minimum service frequencies specified herein. In this way, the successful respondent can effectively collaborate with the city in raising maintenance levels to wear levels.

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

The following are the Services to be performed:

PARK MAINTENANCE SERVICES

Parks, City Facility Grounds, Palmdale Transportation Center, and Palmdale Park & Rides

Proposers are invited to submit Proposals and Pricing to the City of Palmdale in accordance with the conditions and terms described.

Proposal submittals must include an attachment discussing the methodology for the provision of the services listed below. Please include any other pertinent information regarding equipment to be used, technician qualifications, etc., and must conform to at least the minimum qualifications listed in this document.

The following are the general expectations for the work to be performed.

- Morning opening operations, including daily safety inspections.
- Daily reporting of observed issues.
- Electronic work order management in keeping with established procedures.
- Turf mowing, edging, detailing, de-thatching, aeration, overseeding & top dressing.
- Pruning and rejuvenation of shrubs and ground cover plants.
- Irrigation maintenance, including repairing irrigation mainlines, valves, lateral lines, and sprinklers.
- Litter control, including disposal of trash and debris at City disposal sites.
- Collection of green waste separately from litter and debris and disposal of uncontaminated green waste in compliance with SB 1383 and Palmdale Municipal Code 5.52.
- Broadleaf weed control in planters, trails, hardscapes, and adjacent right-of-ways up to the edge of pavement.
- Fertilization of turf, shrubs, ground cover, and trees.
- Hardscape cleaning, pressure washing and sanitizing.
- Limited tree maintenance, including pruning, staking, tying, and guying of trees.
- Drainage maintenance of associated flowlines, channels, gutters, and drains.
- Disaster/emergency response support.

It is understood that except as otherwise specifically stated in the contract, the Contractor shall provide and pay for all materials, labor, tools, equipment, transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time, including permits, insurance and licenses (including City of Palmdale Business License) necessary for the execution of the work shall be secured and paid for by the Contractor. **No Subcontracting for general scope of work will be allowed. Subcontracting for additional services may be considered.**

The City reserves the right to award all, some, or none of the tasks from the scope of work, as the public good may require, and may select to award multiple contracts in order to complete services, as necessary. Contractor's price should not be contingent upon the award of all areas bid.

The selected Contractor will be required to enter into a contract for services. Award shall be made to the Respondent(s) based upon the listed evaluation criteria specified herein. The right is also

reserved by the City to reject any and all offers. City reserves the right to increase or decrease contract scope of services as determined to be in the City's best interest.

Additional park & city facility grounds maintenance services may be required, if additional square footage is added during the term of the contract. The City and selected contractor will mutually agree on the additional square footage to be added to the term of the contract. The City reserves the right at any time to suspend any existing maintenance and or initiate any maintenance operations during the entire term of this contract.

Area Descriptions

The service areas relative to this solicitation include all City parks and facility grounds, the Palmdale Transportation Center grounds, and Palmdale Park & Ride grounds. The descriptions, area quantities and mapping are approximate and provided for the Contractor's convenience and use for reference only. In no manner are these descriptions, area quantities and mapping documents intended to relieve the Contractor from proper surveying of sites and due diligence in determining the area Scope of Work to be provided by the Proposer's bids.

Term of Contract

The selected Contractor will be issued a 57-month contract for services (or the number of months resulting between contract execution and June 30, 2029).

1. FY 24/25: TBD (October 1, 2024) to June 30, 2025
2. FY 24/25: July 1, 2025, to June 30, 2026
3. FY 25/26: July 1, 2026, to June 30, 2027
4. FY 26/27: July 1, 2027, to June 30, 2028
5. FY 27/28: July 1, 2028, to June 30, 2029

Requested services shall commence immediately upon contract execution.

Work Schedule

CONTRACTOR's working hours, except as otherwise noted in the Technical Specifications, shall be limited to the hours between 5:00 AM and 5:00 PM Monday through Sunday. Deviation from normal working hours will not be allowed without prior written consent from the superintendent or appointed designee.

The city observes the following legal holidays however, daily morning opening operations will be required 365 days per year.

- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth Day
- Independence Day

- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day

MAINTENANCE TECHNICAL SPECIFICATIONS

SECTION A. INTENT OF SPECIFICATIONS

The Contractor shall commit to maintaining City parks & facility grounds to the highest industry standards, utilizing modern methods, equipment, and materials consistent with current best management practices, and the city's park & city facility grounds and transit site maintenance specifications. This includes timely upkeep to ensure continuity of safety, cleanliness, green space health and aesthetic appeal throughout the contract duration.

SECTION B. GENERAL MAINTENANCE SPECIFICATIONS

General Maintenance Specifications are applicable to all grounds and green spaces serviced under this agreement, specifically parks & city facility grounds, the Palmdale Transportation Center Grounds & Palmdale Park & Rides.

The city will accept NO less than full completion of the following functions during applicable weekly or biweekly service days and within the full span of each program's service area. Failure to comply with this expectation will result in compliance-based punitive penalties and/or liquidated damages as defined in Section K.

B.1 Minimum Service Frequencies

Services for all locations within the designated programs under this agreement shall be performed at the following minimum frequencies unless otherwise specified.

| Service Areas | Service Frequencies |
|---|---------------------------|
| Morning Opening Operations – All Sites | Daily |
| Parks, City Facility Grounds & Palmdale Transportation Center | Weekly or As Specified |
| Palmdale Park & Rides | Bi-weekly or As Specified |

B.2 Reporting of Landscape Pests and Disease

During daily operations, the CONTRACTOR shall thoroughly inspect all grounds & green spaces for signs of disease, insect infestation, or rodent activity. If any such issues are detected, the CONTRACTOR shall **immediately** notify the Parks Superintendent or appointed designee.

B.3 Reporting of Plant Material Loss or Damage

The CONTRACTOR shall **immediately** notify the Parks Superintendent or appointed designee of any damage or loss of plant material occurring within all service areas, regardless of the cause.

B.4 General Reporting Requirements

During daily operations, the CONTRACTOR shall immediately report the following issues to the Parks Superintendent or appointed designee:

- **IMMEDIATELY:** Large roadway debris; any type of vandalism; situations impeding services
- **DAILY:** Graffiti; illegal dumping; stray shopping carts

B.5 Landscape Replacement Responsibility

The CONTRACTOR shall bear responsibility for the replacement of turf, annual plants, shrubs, ground covers and trees in cases where damage or loss is determined to be a result of the CONTRACTOR's negligence to comply with specifications as outlined in this agreement. The selection of replacement plant material, including size and species, shall complement surrounding plantings as directed by the Parks Superintendent or appointed designee.

B.6 Contractor-Generated Trash

All areas, including medians, hardscapes, sidewalks, walkways, roadways, trails, curbs, gutters, private properties, or any other affected areas, shall be thoroughly cleaned of any debris resulting from CONTRACTOR'S maintenance operations. All debris must be appropriately disposed of before the completion of each workday. It is strictly prohibited to blow debris into streets, culverts, or adjacent properties.

B.7 User Generated Trash

Dumped debris, including glass, leaves, paper, and any other waste, must be promptly removed and disposed of in designated dumpsters during each day of service. If illegally dumped debris that can be attributed to an identifiable party is discovered, the CONTRACTOR is required to notify the Parks Superintendent or appointed designee. Upon filing an enforcement report with appropriate authorities, the Parks Superintendent or appointed designee will instruct the CONTRACTOR to remove and dispose of the dumped debris.

B.8 Green Waste Disposal

The CITY requires the CONTRACTOR to collect green waste separately from other litter & debris and to dispose of uncontaminated green waste generated by the performance of the work specified herein at specific green waste transfer sites. All uncontaminated green waste shall be transported to locations as directed by the Parks Superintendent or appointed designee and placed in designated green waste bins in compliance with SB 1383 and Palmdale Municipal Code 5.52.

B.9 Disposal of Refuse and Debris

The CONTRACTOR shall dispose of debris and refuse collected from service areas in an environmentally responsible manner. The city shall designate disposal sites at locations

determined by the Parks Superintendent or appointed designee. Hazardous materials, including bodily fluids like blood, vomit, urine, and feces, will be removed, and sanitized by the CONTRACTOR. Drug paraphernalia such as syringes and sharps shall be removed by a city appointed biohazard cleanup and removal company. The CONTRACTOR shall ensure all staff is properly trained on universal precautions and provided with all necessary personal protection equipment to work safely according to OSHA PPE requirement section, Title 8, CCR, Sec 3380.

B.10 Sound Control

The CONTRACTOR shall adhere to all relevant noise control regulations, rules, and ordinances while carrying out all work. Noise control regulations apply to all parties operating within city jurisdiction. Additionally, all internal combustion engines used at work sites must be equipped with mufflers as recommended by the manufacturer.

B.11 Emergencies and Emergency Response

Emergency and/or unusual situations may arise which will require immediate and unusual provisions to protect the public from danger and/or damage to life and/or property, due directly or indirectly to the execution of work. It is incumbent upon the CONTRACTOR to make such provisions and to furnish such aid and protection.

The CONTRACTOR must ensure a supervisor is available via telephone round the clock, 365 days a year, dedicated to addressing city requests for emergency and after-hours services. The maximum response time for such requests shall not exceed one (1) hour.

The CONTRACTOR shall exercise foresight and implement appropriate measures and precautions to prevent regulatory non-compliance, risk to, damage, or loss of property or life resulting from potential interruptions or contamination of public water supply, irrigation, or other public services, as well as from incomplete or unsafe work. The CONTRACTOR shall bear financial responsibility for any liabilities resulting from their negligence.

B.12 Schedule Disruption

The CONTRACTOR shall provide professional maintenance services as outlined in each section of the technical specifications included herein. Notwithstanding daily opening operations, minimum frequency schedules shall be adjusted to accommodate major holiday observances, as stipulated by all applicable government codes. In instances where such holidays coincide with regularly scheduled maintenance days, scheduled services not rendered due to major holiday observances will be promptly rendered immediately following each holiday.

B.13 Maintenance Schedule / Commencement of Work

The CONTRACTOR is required to submit a comprehensive maintenance schedule to the city prior to initiating any work. This schedule shall be firm and consistent and shall ensure that sites are maintained in accordance with the minimum frequency expectations outlined in the technical specifications provided herein. Copies of these schedules must be available at both the

CONTRACTOR's dispatch location and the Public Works Maintenance Center. The Parks Superintendent may post maintenance schedules on-line.

Unless otherwise directed by the Parks Superintendent or appointed designee, the CONTRACTOR'S maintenance schedules shall identify the site identification, work dates, and be structured to comply with all requirements stated in this solicitation.

The CONTRACTOR shall provide weekly updates when operations deviate from the comprehensive maintenance schedule approved by the Parks Superintendent or appointed designee. Any significant change to established operational plan shall warrant submission of proposed operational plan for approval prior to implementation.

B.14 Equipment

CONTRACTOR shall furnish, at its own expense, all equipment, all traffic control devices and materials necessary for the satisfactory performance of the work set forth in this solicitation. All equipment must be, and remain, in a good state of repair. All equipment will be used according to Manufacturer's recommendations.

Trucks and trailers provided for park maintenance services shall have the following minimum accessories or features:

- Mobile radio equipped with CONTRACTOR radio frequencies and/or cellular telephone.
- Operational and clearly visible rotating or strobe warning lights and flashing rear taillights.
- Appropriate rear-mounted warning signs
- Appropriate signs and traffic control devices
- Painted or appropriately marked for high visibility.
- Unique identification number

Both sides of each CONTRACTOR maintenance vehicle shall be clearly marked with the following information in three (3") inch letters:

- Company Name and/or Logo
- City of Palmdale Park Maintenance Contractor
- Contractors Dispatch Office Telephone Number

The CONTRACTOR will be responsible for rebuilding, restoring, repairing, and otherwise correct damage to any public or private property caused by the CONTRACTOR'S operations.

California Air Resources Board (CARB) -1 Compliance

CONTRACTOR shall comply with all California Air Resources Board (CARB) regulations.

- As of November 17, 2022, amendments to the In-Use Off-Road Diesel-Fueled Fleets Regulation include but are not limited to the following:
- Engine tier and model year phase-out requirements to accelerate the retirement of the oldest and dirtiest engines (Tier 0 through 2). Dates vary by fleet size.

- Restriction on adding vehicles with Tier 3 and Tier 4i engines.
- Requirement starting January 1, 2024, to use R99 or R100 renewable diesel in off-road diesel vehicles.
- Requirement starting January 1, 2024, for prime contractors and public works awarding bodies to obtain and retain a fleet's valid Certificate of Reported Compliance and to not enter into a contract for services with a fleet for which it does not have a valid Certificate of Reported Compliance.
- Voluntary compliance flexibility options for fleets that adopt zero-emission technology.

B.15 Communication Equipment

CONTRACTOR shall provide a telephone answering service, toll-free to residents and/or businesses of the City of Palmdale, from 7:30 AM to 4:30 PM Monday through Friday, except on major holiday observance days.

Answering service shall have the capability of contacting the CONTRACTOR by radio or cellular telephone equipment for the purpose of relaying instructions from the Parks Superintendent or appointed designee and for receiving resident and/or business complaints.

B.16 Permits/Licenses

The CONTRACTOR is responsible for obtaining all necessary permits and licenses required to lawfully carry out the services specified in this Contract.

At the time of submitting their proposal, the CONTRACTOR must hold a valid California C-27 Landscaping Contractor license and a C-61 Limited Specialty classification license with a D-49 Tree Services subcategory license. Failure to possess these specified licenses will render the proposal non-responsive and will preclude contract award to any bidder not holding required licenses at the time of bid submission.

Additionally, the CONTRACTOR shall maintain current licensing in good standing throughout the duration of the contract term.

B.17 Communication and Reporting

The CONTRACTOR shall communicate with the Parks Superintendent or appointed designee daily to prevent lapses in communication & coordination ensuring desired outcomes, return telephone calls to the public, schedule field inspections, and submit electronic work orders. Normal operating hours for Public Works Maintenance Division are Monday through Thursday from 6:30 AM to 5:00 PM. For after-hours emergencies, the city can be reached at (661) 267-5338.

The CONTRACTOR is responsible for promptly investigating all applicable complaints regarding on-going operations as requested by the Parks Superintendent or appointed designee. Complaints received by the CONTRACTOR prior to 2:30 PM shall be investigated on the same day, while complaints received after 2:30 PM shall be investigated before 12:00 PM (Noon) on the following workday. The CONTRACTOR must notify the city via email of their

findings after investigating and/or resolving the complaint within 24 hours. Additionally, the CONTRACTOR shall maintain fluid communication of on-going operations via a CITY group email and electronic work order system. Daily reports should include the following information:

- Locations of graffiti
- Observed vandalism
- Any property losses
- Schedule delays, with justification as required
- Number and types of complaints received, along with actions taken
- Any instances of disease/pests

B.18 Contractor Employee Expectations

All employees of the CONTRACTOR must wear clean uniforms with suitable identification, and no portion of the uniform may be removed while on duty. Any employee found out of uniform shall be promptly removed from the work area. The minimum uniform requirements are as follows:

- Shirts and Jackets: Highly visible Class 3 reflective colors and materials.
- Shirt Identification: Employee name and company name/logo.
- Trousers: Full-length (year-round).
- Shoes: Steel toe work boots
- Head protection: OSHA approved.

Any CONTRACTOR employee who fails or refuses to follow directions from the Parks Superintendent or appointed designee, or is deemed incompetent, unfaithful, intemperate, disorderly, or engages in threatening or abusive language while representing the city, will be immediately dismissed, and not rehired for city-associated work without written consent from the city.

All CONTRACTOR employees are required to possess the following basic knowledge, skills, and abilities:

- Valid basic and commercial driver's license(s) as required by the California DMV to operate CONTRACTOR equipment.
- Demonstrate an understanding of scope of work & technical specification requirements.
- Ability to operate equipment in accordance with manufacturer recommendations.
- Mechanical ability to make required operator adjustments to equipment.
- Knowledge of safety regulations related to professional landscape services and proper traffic control.
- American Red Cross Standard First Aid Certification – at least one crew member per crew.
- Demonstrated knowledge of horticultural maintenance best management practices

The CONTRACTOR must provide effective supervision to all employees, who are required to follow directions given by the Parks Superintendent or appointed designee. The CONTRACTOR shall furnish a list including the names and 24-hour telephone numbers of all employees in a supervisory capacity.

B.19 Automatic Vehicle Location Device

An automatic vehicle location device (GPS) must be installed on all vehicles used to provide the municipal services specified herein. This device will report all park maintenance CONTRACT fleet activity to both the CITY and the CONTRACTOR. The CONTRACTOR is obligated to provide the city with reasonable access to the location device information if required for performance management.

B.20 Dispute Resolution

The Parks Superintendent or appointed designee shall have access to all work sites and shall be provided with all necessary access to gain comprehensive knowledge regarding the progress, workmanship, and materials utilized in the project. In cases where the CONTRACTOR alters the approved work schedule, notification must be provided to the Parks Superintendent or appointed designee to ensure proper oversight is arranged. It is emphasized that any inspections conducted do not exempt the CONTRACTOR from fulfilling service requirements.

All inquiries arising through the execution of the work shall be directed to the Parks Superintendent or appointed designee. To facilitate problem resolution, the city may enlist consultation of a mutually agreed-upon expert to assess issues as required alongside the Parks Superintendent or appointed designee, aiding in evaluating the quality of the CONTRACTOR's maintenance. Both the Parks Superintendent or appointed designee will conduct inspections and oversee contract administration.

The CONTRACTOR is required to accompany the Parks superintendent or appointed designee on weekly service area inspections as required to ensure desired outcomes. During these inspections, any maintenance deficiencies will be documented in the Inspector's weekly report. It is imperative that all deficiencies noted in this report be rectified by the CONTRACTOR within forty-eight (48) hours and prevented from re-occurrence. Deficiencies resulting from defective workmanship or materials due to the CONTRACTOR's actions must be addressed by the CONTRACTOR as previously documented.

All notices regarding deficiencies and deductions in payment calculations will be initiated by Parks Superintendent or appointed designee, with final authorization by the Parks Superintendent and/or Maintenance Services Manager.

The Parks Superintendent or appointed designee will have full access to all CONTRACTOR'S operations and shall be furnished with every reasonable facility for acquiring full knowledge regarding the progress, workmanship and character of materials used and employed in the work.

B.21 Exclusions

The CONTRACTOR shall NOT be responsible for the maintenance of the following items; however, the CONTRACTOR shall report any issues outlined below to the Parks Superintendent or appointed designee.

- Painting over graffiti
- Fence repair/painting
- Unsafe sidewalks
- Vandalism to marquees and/or monuments
- Damage to City infrastructure resulting from traffic collisions.

SECTION C. DAILY SITE OPENINGS AND SAFETY INSPECTIONS

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages outlined in Section K.

C.1 Daily Opening & Safety Inspection

The CONTRACTOR shall ensure parks are opened promptly at 6:00 am every day. Before welcoming the public, a thorough inspection of all park and city facility grounds will be carried out without fail, 365 days a year, including weekends and holidays, except for Joe Davies Heritage Airpark where opening operations shall be conducted weekly Friday through Monday. This inspection aims to identify, document, and promptly address any safety concerns or instances of vandalism. The CONTRACTOR is responsible for ensuring the following tasks are completed by 7:00 a.m. at parks, city facility grounds & transit sites:

- Open parking lot swing gates
- Open park restrooms
- Open tennis, multi-use courts and skate parks.
- Delineate hazards and report them immediately.
- Report any vandalism or property loss, including graffiti.
- Remove all litter and debris on city facility grounds, including any accumulation at the entrances of city facilities to ensure clean passage for City staff and the public.
- Remove all litter and debris from parks and transit sites.

C.2 Park Playgrounds, Fall Protection Surface Areas, and Exercise Station Equipment

1. Daily inspections of all playground and exercise station equipment fall protection surfaces are mandatory and shall be conducted at the beginning of each day. Sand, wood chip, and any other materials used for fall protection must be meticulously groomed, ensuring cleanliness and removal of any foreign or hazardous items.

2. Every day, a comprehensive inspection of playground equipment must be carried out to detect any signs of wear, damage, loose hardware, or nuts and bolts. Any identified issues and unsafe conditions must be **immediately** reported to the Parks Superintendent or appointed designee.
3. Immediate attention must be given to rectify depressions in fall protection surfaces around play equipment. These depressions shall be corrected daily by redistributing sand or wood chips as required to ensure a level surface throughout.
4. During the leveling process, concrete footings must not be left exposed. Proper coverage is essential to prevent trip hazards, and footings should be adequately covered.
 - The raking and distribution of sand and wood chips around and beneath playground equipment must maintain a minimum depth of twelve (12) inches. This depth should extend for eight (8) feet beyond all ends of the equipment whenever feasible. If unable to meet this requirement, the CONTRACTOR must promptly inform the Parks Superintendent or appointed designee.
 - All playground fall protection surfaces, including sand, wood chips, and any other materials, must be kept free of litter, broken glass, cans, and any other debris that could pose harm or detract from the area's safety and appearance utilizing specialized mechanical equipment. Sand shall be mechanically turned to prevent compaction providing for proper fall attenuation.
5. Equal access play areas and their resilient surfaces must undergo thorough cleaning during park opening operations, including removal of sand, silt, spills, and all debris.
6. Walkways surrounding sand and wood chip play areas, as well as equal access areas, should be swept regularly, with any displaced material returned to the designated play areas.
7. Horseshoe pit sand, disc golf tee stations, and exercise equipment station surface materials must undergo daily inspections and grooming at the start of each day. Any foreign or hazardous materials must be removed, ensuring a safe, clean, and level surface.

C.3 Trash Receptacles

1. Exterior trash receptacles will be emptied once daily from Monday through Wednesday, prior to 8:00 a.m., with all waste promptly deposited into designated dumpsters. Trash receptacle lids must be properly set on receptacles after waste is collected, except for Joe Davies Heritage Airpark.

2. Thursday through Sunday, exterior trash receptacles will be emptied twice daily: first, prior to 8:00 a.m., and then again before 2:30 p.m., except for Joe Davies Heritage Airpark. All waste collected during these times will be promptly disposed of in designated dumpsters.
3. Exterior trash receptacles at Joe Davies Heritage Airpark shall be emptied once daily Friday through Monday prior to 8:00 am.
4. Any portable trash cans will be strategically positioned for convenient public use and, if found displaced, shall be returned to their designated locations each morning.
5. The CONTRACTOR shall utilize city-provided trash can liners in all trash cans and receptacles to maintain uniformity and efficiency.
6. Trash receptacles, lids and surrounding hardscapes shall undergo weekly pressure washing and sanitization necessary to maintain hygienic conditions. See pressure washing section C.6 for operational requirements.

C.4 Dumpster Enclosures and Roll-Off Bins

1. The CONTRACTOR shall keep all dumpster enclosures and roll-off bin areas free from trash and any accumulated or illegally dumped debris.
2. Daily collection and disposal of all trash and debris into designated dumpsters is mandatory.
3. Dumpster enclosures shall be pressure washed **weekly** or as directed by the Parks Superintendent or appointed designee. See pressure washing section C.6 for operational requirements.

C.5 Hardscape Maintenance

1. During daily opening operations, the CONTRACTOR shall blow down all walkways, steps, hard court areas, picnic pavilions, parking lots, and artificial turf daily. All debris generated from this process must be promptly picked up. Opening operations at Joe Davies Heritage Airpark shall be conducted weekly Friday through Monday.
2. During daily opening operations, all trash, accumulated debris, and any illegally dumped materials in city park and facility entryways, walkways, steps, hard court areas, picnic pavilions, and parking lots must be collected by the CONTRACTOR and deposited into designated dumpsters. Opening operations at Joe Davies Heritage Airpark shall be conducted weekly Friday through Monday.

3. When working in proximity to city facilities, the CONTRACTOR is permitted to utilize power equipment strictly between the hours of 6:00 a.m. and 7:30 a.m., unless otherwise authorized by the Parks Superintendent or appointed designee.

C.6 Pressure Washing Operations

Prior to pressure washing, the CONTRACTOR shall properly pick up and dispose of any solid waste. Oil and solvent spills must be properly contained and cleaned up with an approved absorbent product, according to applicable regulatory requirements including Title 40 CFR 112 as it pertains to Spill Prevention, Control and Countermeasure. All pressure washing operations shall utilize high-pressure hot water equipment to ensure effective sanitization necessary to promote public health & safety. The water temperature should be maintained at a minimum of 200 degrees Fahrenheit for faster cleaning and drying time and a measurable reduction of germs. The pressure washing equipment must be capable of delivering a pressure of 3500 PSI (pounds per square inch) for optimal cleaning performance and have vacuuming capabilities for simultaneous removal of standing water & debris.

Additionally, pressure washing equipment shall be operated by trained personnel in accordance with applicable safety, and manufacturer specifications to achieve safe, thorough, and effective grounds sanitizing, ensuring each employee or agent on behalf of the CONTRACTOR is trained and knowledgeable with the equipment providing for appropriate and safe operation per Cal/OSHA Title 8 CCR Sec. 3203. The city may mobilize CONTRACTOR pressure washers to assist with graffiti abatement which does not relieve the CONTRACTOR of the comprehensive pressure washing expectations outlined herein. CONTRACTOR pressure washing operations shall not waste water and shall prevent wash water run-off into storm drains. All pressure washing equipment shall be mobilized in proper working order.

Civic Center and City Facility Grounds:

All entryways and walkways shall undergo hot water pressure washing and sanitizing as required a minimum of three times per week to eliminate any foreign objects from surfaces, such as gum, grease, bird droppings, spills, grime, and any unsanitary condition. Additional pressure washing may be required as directed by the Parks Superintendent or appointed designee.

Park & Transit Site Grounds, Amenities and Furnishings:

All grounds, pavilions, ramadas, train shelters, and furnishings at all sites, including tables, benches, cooking grills, bleachers, drinking fountains, bottle fillers, trash receptacles, trash cans, and lids, shall undergo hot water pressure washing and sanitizing to remove all foreign objects from surfaces, such as gum, grease, bird droppings, spills, grime, and any unsanitary condition, as follows:

- **September 1 through May 31:** Weekly hot water pressure washing or as directed by the Parks Superintendent or appointed designee.

- **June 1 through August 31: Twice Weekly** hot water pressure washing or as directed by the Parks Superintendent or appointed designee.
- Additional pressure washing may be required as directed by the Parks Superintendent or appointed designee.

Tennis, Basketball, Pickleball Courts:

All exterior courts, including tennis, basketball, and pickleball courts, shall undergo weekly pressure washing per sports surface manufacturer recommendations or as directed by the Parks Superintendent or appointed designee. CONTRACTOR shall prevent any damage to all painted and sports court surfaces.

Dumpster Enclosures:

Hot water pressure washing of all dumpster enclosures is required on a weekly basis or as directed by the Parks Superintendent or appointed designee.

Joe Davies Heritage Airpark:

Pressure washing operations at Joe Davies Heritage Airparks shall be conducted as requested by the Parks Superintendent or appointed designee.

C.7 Grounds Furnishings

1. Daily inspections of picnic tables, benches, bleachers, and all other grounds furnishings shall be conducted to identify any graffiti, carvings, loose planks or braces, cleanliness issues, or repair needs. Any observed issues must be **immediately** reported to the Parks Superintendent or appointed designee.
2. Cooking grills will be thoroughly cleaned to remove ashes, partially burned charcoal, garbage, and leftover food every day. Additionally, grills shall undergo inspections for any repair requirements, with any identified issues **immediately** reported to the Parks Superintendent or appointed designee.
3. Entire picnic pavilion, train shelter and park and ride areas shall always be maintained free from all litter and debris.
4. All tacks, staples, strings, and other objects adhered to pavilion structures by park patrons must be removed daily to maintain a clean and safe environment.

C.8 Drinking Fountains

The CITY shall be responsible for the repair or replacement of drinking fountains and bottle-filling stations. The CONTRACTOR shall immediately report any malfunctioning or vandalized drinking water sources to the Parks Superintendent or appointed designee.

C.9 Swales, Drains and Grates – All Sites

Drainage infrastructure including inlet structures, channels, gutters, and drains within Park, City facility and Transit Site grounds and up to the edge of all asphalt pavement shall be kept free of vegetation, debris, and algae to allow the unrestricted flow of water. Plugged drains and missing or damaged grates shall be immediately reported to the Parks Superintendent or appointed designee.

1. Swales shall be inspected and kept clear of all silt, debris, and litter to allow for continuous flow of water.
2. Drains and collection boxes shall be cleared of all debris and kept in a clean condition.
3. Drain grates shall be inspected to mitigate hazards. The CONTRACTOR shall immediately inform the Parks Superintendent or appointed designee of any broken or missing grates and delineate any hazards for public safety.

SECTION D. TURF MAINTENANCE

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages outlined in Section K.

D.1 Pre-Mowing Operation

In accordance with California Department of Industrial Relations Labor Board General Industry Safety Order 3563, prior to each mowing operation, a knowledgeable and responsible employee must conduct site inspections to assess the feasibility of mowing safely and effectively without damaging turf. It is imperative to avoid shredding litter with mowers, driving over and breaking glass bottles, and traversing excessively wet turf areas.

All debris, including glass, paper, and other waste, must be removed, and disposed of in designated dumpsters. The CONTRACTOR is responsible for maintaining appropriate turf grade, including on-going flagging & backfilling of depressions or rodent burrows with city provided sand & compost.

Mower operators shall avoid damaging turf, tree trunks, fences, irrigation systems, utilities, and infrastructure within or contiguous to all turf areas. Any damage caused by mowers shall be promptly reported to the Parks Superintendent or appointed designee. The use of recycling mowers is mandatory.

D.2 Turf Mowing

Turf maintenance requires the use of power mowers, meticulously maintained to always have sharp blades, regularly cleaned, and sterilized to prevent importation of foreign grasses, weeds & diseases. Mowers shall be operated to achieve a smooth, even cut, effectively processing

clippings to prevent any windrowed clumps or remnants after mowing is completed. Tattering, shredding, bruising, or tearing of turf grass blades is not permitted. All mower safety features shall remain in place to protect the operator and the public. The Parks Superintendent or appointed designee may adjust the following cutting heights as required.

| Turf Type | Cutting Height |
|--------------------|----------------|
| Passive Turf Areas | 3 inches |
| Multi-Use Fields | 2.5 inches |
| Soccer Fields | 1.5 inches |
| Softball Fields | 1.5 inches |
| Meadow Grasses | 12 inches |

As cold tolerant Bermuda sports turf approaches dormancy, typically beginning in September, cutting heights should be raised to 2" providing for additional turf depth to promote wear tolerance during dormancy.

D.3 Non-Mowed Meadow Grasses

Power string trimmers may be used to trim non-mowed meadow grasses and shall have the capability to provide a smooth cut at approximately 12 inches in height. String trimming shall clear blocked irrigation coverage and should not cut the crown of the grass.

D.4 Turf Edging

All turf grass borders, including ball diamond aprons and warning tracks, must be accurately edged during each mowing operation. Turf borders along sidewalks and mow strips shall be edged using a vertical blade edger. The use of string trimmers for this purpose is not permitted. String trimmers may only be used for trimming around appurtenances in turf, such as valve and meter boxes, enclosures, and manhole covers.

D.5 Clipping Pick Up

Mowers that are meticulously maintained to always have sharp blades and operated effectively will not leave excessive clippings after each mowing operation. The presence of excessive clipping remnants indicates non-compliant mowing. Such remnants must be collected and removed from the site before the completion of the day's mowing operations at each site or the end of the workday, whichever comes first. Failure to adhere to this requirement will result in punitive penalties for non-compliance.

D.6 Walkways

Walkways are to be maintained in a weed-free condition. This includes the removal of weeds in all paved and unpaved walkways, in joints, cracks, or other crevices within or adjoining to the curb and gutter, up to the edge of asphalt pavement.

D.7 Removal of Leaf Litter

Accumulation of leaf and needle litter from all areas including grounds, planters, and turf areas shall be removed in an on-going manner and placed in designated green waste dumpsters. The CITY requires the CONTRACTOR to collect green waste separately from other litter & debris and to dispose of uncontaminated green waste generated by the performance of the work specified herein at specific green waste transfer sites. All uncontaminated green waste shall be transported to locations as directed by the Parks Superintendent or appointed designee and placed in designated green waste bins in compliance with SB 1383 and Palmdale Municipal Code 5.52.

D.8 Clean Up

All walkways, trails, parking lots, roadways, or any other areas affected by mowing operations shall be thoroughly cleaned, and all debris removed and disposed of in designated dumpsters before the completion of mowing operations at each site. Any debris generated from CONTRACTOR operations must be promptly collected and disposed of in designated dumpsters. Under no circumstances shall debris be blown into streets, culverts, or adjacent properties.

D.9 Frequency

| Turf Type | Minimum Mowing / Trimming Frequencies | |
|--------------------|--|--|
| | March – October | November – February |
| Passive Turf Areas | Weekly | As required to maintain proper height per section D2 |
| Multi-Use Fields | Weekly | As required to maintain proper height per section D2 |
| Soccer Fields | Weekly | As required to maintain proper height per section D2 |
| Softball Fields | Weekly | As required to maintain proper height per section D2 |
| Meadow Grasses | Annually or as directed per section D2 | |

D.10 Artificial Sports Turf

The CONTRACTOR shall maintain artificial sports turf according to the manufacturer recommendations. There are 4 basic maintenance operations all artificial sports turf requires. Sweeping, brushing, raking, and aerating. Sweeping ensures cleanliness so that foreign material does not get into the infill. Brushing rejuvenates the matted fibers and levels the top portion of the infill. Raking prevents fibers from matting down and ensures the infill is loosened. Aerating is done with rotating tines designed to penetrate and loosen the infill to avoid minor compaction.

D.11 Artificial Sports Turf Maintenance Frequencies

The CONTRACTOR shall maintain artificial sports turf according to the following maintenance frequencies utilizing equipment approved by the artificial sports turf manufacturer.

- Sweeping: As needed to maintain clean fields.
- Brushing: Done every 4-6 weeks.
- Raking: Done every 4-6 weeks.

- Aerating: Maximum of 3 times per year, beginning in year 2.

Other maintenance operations to be done according to usage include inspecting lines and markings, top dressing infill, and snow removal. The CONTRACTOR shall utilize the artificial turf manufacturer's official maintenance log to track maintenance and notify the Parks Superintendent or appointed designee when any line markings or seams come apart. Adding rubber to the top layer of infill may be necessary in high traffic areas. The city will purchase and supply any materials required to properly maintain artificial sports turf.

Tow Vehicles: The minimum requirement to pull groomers and sweepers is vehicles with at least 20hp and be equipped with turf tires. Vehicles shall not exceed 70 PSI / 10,080 PSF of pressure on the artificial turf.

Setting Sweepers: When setting sweepers for use, the CONTRACTOR shall ensure the brushes never penetrate the infill. Proper removal of debris will only require the brushes to penetrate the top of the fibers.

Setting Groomers: When setting the groomer components for use, the rotating tines should penetrate the infill by $\frac{3}{4}$ ". The rakes should penetrate the infill by $\frac{1}{2}$ ". The brushes shall not penetrate the infill. Grooming systems equipped with internal/external rotary brushes should be limited to frequencies of 2-3 times per year.

D.12 Inclement Weather

Inclement weather may prohibit adherence to the scheduled frequency, in which case the Parks Superintendent or appointed designee can redirect CONTRACTOR crews to assist city staff with storm related operations. All maintenance missed due to inclement weather shall be resumed during the next scheduled service. Compliance based punitive penalties will be waived when CONTRACTOR is re-directed during inclement weather. If CONTRACTOR support with storm related operations is not required, the city shall not pay for daily service when CONTRACTOR sends crews home.

SECTION E. PLANTER, MEDIAN AND ROUND-A-BOUT MAINTENANCE SPECIFICATIONS

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages outlined in Section K.

E.1 Pruning of Plants and Shrubs

Shrubs and other woody plants must be pruned in accordance with ANSI 300 Pruning Standards, latest edition, and species-specific horticultural recommendations. Plants & shrubs shall be maintained within the boundaries of their designated landscaped areas to prevent encroachment

into walkways, trails, parking spaces, roadways, and private property. Shrubs must be kept to a maximum height of four (4) feet, unless otherwise directed by the Parks Superintendent or appointed designee. Natural pruning to maintain attractive natural structure is required. The CONTRACTOR shall prune plants and shrubs to ensure irrigation coverage is not obstructed.

After blooming cycles, all spent blooms must be removed. Hedges should be re-sheared before reaching six (6) inches of new growth. Vines should be pruned as needed to maintain a satisfactory appearance, removing deadwood after new leaf growth in spring and shall be kept securely attached to walls and fences. The CONTRACTOR is responsible for providing labor and equipment at a cost in accordance with Vine Support System Repair bid in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services**.

E.2 Trimming of Ground Covers

Ground cover shall be pruned according to species specific prescribed horticultural practices and to avoid blocking irrigation coverage as directed by Parks Superintendent or appointed designee.

Ground cover shall be maintained within the limits of landscaped areas so as not to encroach into walkways, trails, roadways, and private property.

E.3 Weed Control

The CONTRACTOR shall develop and implement an effective integrated pest management (IPM) program and provide an annual application plan according to a pest control advisor's recommendation. The pest control advisor's recommendation shall be aligned with current and emerging science and provide the highest possible efficacy. The CONTRACTOR's IPM program shall focus on pre-emergence control to reduce continuous post emergence applications, propagation, unsightly living, dying and skeletonized weeds and recover time wasted on mechanical abatement. All applications shall be according to product manufacturer labels, regulatory requirements and IPM best management practices. Sole focus on post emergence control is not permitted. Special care must be taken to prevent damage to surrounding plant material during all applications.

The CONTRACTOR shall bear the cost of selective & non-selective pre, and post emergent products, surfactants, and drift control products applied for integrated vegetation management. Additionally, the CONTRACTOR assumes full responsibility and liability for the safe handling and application of all products. The CONTRACTOR shall provide a list of all proposed products and mobilize qualified applicators with effective situational awareness to prevent any regulatory compliance violations, complaints, and liability loss exposure.

Applications shall be scheduled at times when patrons and children are not present, especially at sites adjacent to schools, and around playgrounds. Mechanical weed abatement methods as a measure of control shall indicate non-compliance, are not permitted, and will result in punitive penalties for non-compliance.

E.4 Planter Grade, Watering Basins, and Mulching

The CONTRACTOR shall be responsible for maintaining watering basins (wells) for plants, shrubs, and trees to ensure effective irrigation, and shall backfill depressions, and rodent burrows as needed to prevent run off or trip hazards. Mulching may be required in planter areas as determined by the Parks Superintendent or appointed designee.

Mulch material will be provided by the city and will be accessible to the CONTRACTOR at designated sites.

E.5 Plant & Shrub Rejuvenation Pruning

Rejuvenation pruning operations shall be conducted during the late winter months, and before spring as directed by the Parks Superintendent or appointed designee.

E.6 Plant Material Replacement

The CONTRACTOR shall bear full responsibility for the removal and replacement of plant material lost due to the CONTRACTOR's inappropriate maintenance or negligence, as determined by the Parks Superintendent or appointed designee.

E.7 Green Waste Disposal

The CITY requires the CONTRACTOR to collect green waste separately from other litter & debris. The CONTRACTOR shall dispose of uncontaminated green waste generated by the performance of the work specified herein in designated green waste dumpsters by completion of trimming operations at each site or the end of the workday, whichever occurs first. Uncontaminated trimmings and green waste shall be recycled in compliance with SB 1383 and Palmdale Municipal Code 5.52.

E.8. Litter and Debris Removal

Dumped debris, glass, leaves, paper, and/or other debris blown into all planters shall be removed and disposed of in designated dumpsters daily.

E.9. Removal of Seasonal Leaf Litter

Accumulation of leaf and needle litter from all areas including grounds, planters, and turf areas shall be removed in an on-going manner and placed in designated green waste dumpsters.

E.10 Clean Up

All walkways, trails, parking lots, roadways, or any other areas affected by planter maintenance operations shall be thoroughly cleaned, and all debris removed and disposed of in designated dumpsters before the completion of planter operations at each site. Any debris generated from CONTRACTOR operations must be promptly collected and disposed of in designated dumpsters. Under no circumstances shall debris be blown into streets, culverts, or adjacent properties.

E.11 Minimum Planter Maintenance Frequency

The CONTRACTOR shall provide and adhere to firm and consistent weekly minimum frequency maintenance schedules, effectively addressing all planter maintenance obligations across the full span of every site.

E.12 Inclement Weather

Inclement weather may prohibit adherence to the scheduled frequency, in which case the Parks Superintendent or appointed designee can redirect CONTRACTOR crews to assist city staff with storm related operations. All maintenance missed due to inclement weather shall be resumed during the next scheduled service. Compliance based punitive penalties will be waived when CONTRACTOR is re-directed during inclement weather. If CONTRACTOR support with storm related operations is not required, the city shall not pay for daily service when CONTRACTOR sends crews home.

SECTION F. IRRIGATION MAINTENANCE SPECIFICATIONS

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages outlined in Section K.

F.1 Contractor's Scope of Work

The CONTRACTOR shall assume full responsibility for proper maintenance of all irrigation components downstream of backflow prevention devices. This includes, but is not limited to, the maintenance, repair, and/or replacement of system sleeves, mainlines, irrigation control wires, irrigation control valves, valve diaphragms, valve boxes, quick couplers, quick coupler boxes, gate valves, lateral lines, swing joints, sprinkler heads, and sprinkler nozzles, bubblers, nipples, drip tubing and emitters.

The city will provide all irrigation supplies necessary for the CONTRACTOR'S maintenance of irrigation systems. These materials will be available to the CONTRACTOR at the city's maintenance center located at 39110 3rd Street East. The CONTRACTOR shall immediately report irrigation system deficiencies to the Parks Superintendent or appointed designee. This report shall outline areas that are over-irrigated or under-irrigated.

The CONTRACTOR will be tasked with performing seasonal maintenance, such as cleaning out the interior of valve boxes, irrigation controller, and backflow prevention device enclosures, insulating backflow prevention devices and irrigation booster pumps and replacing damaged valve and quick coupler boxes. City and CONTRACTOR staff will inspect irrigation systems exhibiting poor efficiency. Any identified deficiencies shall be promptly addressed by the CONTRACTOR in accordance with the engineering detail drawings and specifications available in Section 6 of the city's engineering standards.

F.2 City of Palmdale's Scope of Work

The city will assume responsibility for the maintenance, replacement, and programming of all irrigation controllers, enclosures, and associated water conservation equipment. Additionally, the city will manage the maintenance and replacement of backflow prevention devices and enclosures, flow sensors, and pressure regulators as required.

F.3 Reporting of Irrigation Material Use

The CONTRACTOR is required to track and report all irrigation materials used for repairs across all sites, as directed by the Parks Superintendent, or appointed designee. The CONTRACTOR will be provided with a predetermined allocation of irrigation materials and must report irrigation material usage in keeping with established procedures before requesting additional stock. The CONTRACTOR shall log all irrigation system repairs, including labor and material in the city's electronic work order management system.

F.4 Irrigation System Testing and Adjustments

All irrigation systems shall undergo inspection and testing on scheduled service days or as necessary when damage is suspected, observed, or reported. These tests must encompass the full span of each irrigation system at each site, ensuring proper coverage through the repair of any damaged or defective parts. The CONTRACTOR shall cycle irrigation controller(s) through each station, allowing sufficient time as required by the emission devices, to verify their proper function, make necessary adjustments, and repair any observed defects.

Adjustments shall be made to all sprinkler heads, and point source irrigation to ensure proper angle, depth, distribution uniformity, and matched precipitation rates according to design specifications and as directed by the Parks Superintendent or appointed designee. Irrigation adjustments should prevent excessive runoff onto sidewalks, gutters, trails, roadways, or adjacent properties. Once adjustments and repairs are completed, the CONTRACTOR shall cycle the station again to verify proper operation.

Damaged or defective valve boxes and lids shall be replaced by the CONTRACTOR to ensure safety and functionality, and any inoperable irrigation system component identified within the CONTRACTOR's scope shall be immediately replaced or repaired. Any issues with items not designated as the CONTRACTOR's responsibility shall be immediately reported to the Parks Superintendent or appointed designee.

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F.5 Irrigation System Repairs

All repairs must adhere to the detail drawings & specifications outlined in Section 6 of the City of Palmdale's Engineering Standards and comply with industry best management practices. In the case of older irrigation systems, repairs shall bring them up to current standards. This includes installing components such as pressure regulating valves, pressure control dials, pressure compensating screens, seal-a-matic / pressure regulating system (SAM-PRS) sprinklers and rotors, MPR and rotary nozzles, bubblers, drip tubes, emitters, and check valves ensuring

matched precipitation rates, distribution uniformity and appropriate operating pressures required for maximized irrigation system efficiency.

Additionally, the CONTRACTOR shall flush lines after repairs to clear any rocks, mud, and debris that could clog nozzles. All repairs must be completed as soon as possible and no later than 24 hours of discovery by the CONTRACTOR or notification by the Parks Superintendent or appointed designee. Any recommended irrigation system modifications must be pre-approved by the Parks Superintendent or appointed designee.

F.6 Irrigation Minimum Service Frequency

The CONTRACTOR shall provide and adhere to firm and consistent irrigation maintenance schedules, effectively addressing all irrigation maintenance obligations across the full span of every irrigation system in each service area meeting or exceeding the following minimum frequencies.

| Program | Minimum Service Frequency |
|--------------------------------|----------------------------------|
| Parks & Facility Grounds | Weekly |
| Palmdale Transportation Center | Weekly |
| Park & Rides | Biweekly |

F.7 Inclement Weather

Inclement weather may prohibit adherence to the scheduled frequency, in which case the Parks Superintendent or appointed designee can redirect CONTRACTOR crews to assist city staff with storm related operations. All maintenance missed due to inclement weather shall be resumed during the next scheduled service. Compliance based punitive penalties will be waived when CONTRACTOR is re-directed during inclement weather. If CONTRACTOR support with storm related operations is not required, the city shall not pay for daily service when CONTRACTOR sends crews home.

F.8 Irrigation Staff Training Expectation

The CONTRACTOR shall guarantee that all personnel engaged in irrigation system maintenance are fully trained and demonstrate a comprehensive proficiency in all aspects of engineered irrigation systems. The CONTRACTOR'S irrigation maintenance team must have the capability to troubleshoot and resolve a full range of irrigation system issues promptly and effectively.

The CONTRACTOR Supervisor or Lead Worker overseeing irrigation technicians must hold professional certification as an Irrigation Contractor and/or Irrigation Technician accredited by recognized bodies such as the Irrigation Association and/or California Landscape Contractors Association.

F.9 Irrigation System Maintenance Staffing

The CONTRACTOR shall deploy dedicated irrigation maintenance personnel, separate from other crews mobilized for other functions, ensuring adequate staffing to meet the requirements outlined herein. The city requires the CONTRACTOR to furnish well-trained and certified

irrigation maintenance staff outfitted with the necessary tools and equipment, including wire tracing, and locating devices. The CONTRACTOR must also provide effective supervision to ensure full compliance with the terms of this agreement.

A detailed, firm, and consistent irrigation maintenance schedule and organizational chart must be provided to the Parks Superintendent or appointed designee. Any alterations to the irrigation maintenance schedule or staff assignments must be pre-approved by the Parks Superintendent or appointed designee.

The CONTRACTOR is required to provide year-round staffing to address irrigation system audits, tune ups, renovations, upgrades, and preventative repairs outside the growing season. Irrigation system audits & tune ups shall be coordinated by the Parks Superintendent or appointed designee and aligned with existing maintenance schedule, aiming to prepare irrigation systems for subsequent growing season, annual spring planting and green space renovation projects.

SECTION G. INTEGRATED PEST MANAGEMENT SPECIFICATIONS

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages outlined in Section K.

G.1 Use of Restricted Materials

The CONTRACTOR shall develop and implement an effective integrated pest management (IPM) program and provide an annual application plan according to a pest control advisor's recommendation. The pest control advisor's recommendation shall be aligned with current and emerging science and provide the highest possible efficacy. The CONTRACTOR's IPM program shall focus on pre-emergence control to reduce continuous post emergence applications, propagation, unsightly living, dying and skeletonized weeds and recover time wasted on mechanical abatement. All applications shall be according to product manufacturer labels, regulatory requirements and IPM best management practices. Sole focus on post emergence control is not permitted. Special care must be taken to prevent damage to surrounding plant material during all applications. The CONTRACTOR's IPM program shall include developed and undeveloped parkland.

The CONTRACTOR shall bear the cost of selective & non-selective pre, and post emergent products, surfactants, and drift control products applied for integrated vegetation management. Additionally, the CONTRACTOR assumes full responsibility and liability for the safe handling and application of all products. The CONTRACTOR shall provide a list of all proposed products and mobilize qualified applicators with effective situational awareness to prevent any regulatory compliance violations, complaints, and liability loss exposure.

Applications shall be conducted at times when patrons and children are not present, especially at sites adjacent to schools, and around playgrounds. Mechanical weed abatement methods as

a measure of control shall indicate non-compliance, are not permitted, and will result in punitive penalties for non-compliance.

IPM products utilized by the CONTRACTOR shall be limited to materials approved by the State of California Department of Pesticide Regulation. The CONTRACTOR shall provide associated product labels and product Safety Data Sheets. All restricted materials applied by the CONTRACTOR shall conform to Los Angeles County Department of Weights and Measures, Agricultural Commissioner regulations.

G.2 Licenses, Certificates, and Records

Selective and non-selective, pre and post emergence IPM products shall be administered solely based on recommendations from a licensed pest control advisor and only applied by trained and qualified applicators.

Comprehensive records of all herbicide and pesticide applications must be meticulously maintained in accordance with the regulations set forth by the relevant authorities. Detailed and actionable application logs shall be submitted weekly or bi-weekly, according to the corresponding service area maintenance frequency. Application logs shall be submitted to the Parks Superintendent or appointed designee.

G.3 Drift Control

Drift control measures shall be exercised during all spray applications. Applications shall be scheduled at times when patrons and children are not present, especially at sites adjacent to schools, and around playgrounds. The CONTRACTOR shall implement all precautionary measures necessary to ensure public and worker safety.

G.4 Chemical Edging

Chemical edging may be employed along walls, enclosures, posts, and fences where the repeated use of string trimmers may cause damage, or as directed by the Parks Superintendent or appointed designee.

In turf areas where trees are present, herbicide treatment shall be consistently applied to create a buffer zone extending six (6) to twelve (12) inches around the tree's basal flares. This buffer zone is intended to safeguard the trees from mechanical damage. The contractor shall ensure that these protective rings always remain free from weeds.

G.5 Public Notices

The CONTRACTOR is required to comply with posting of all necessary application notifications in accordance with the product manufacturer's recommendations and relevant regulatory agency requirements. IPM products shall not be applied until written authorization is obtained from the Parks Superintendent or appointed designee. Moreover, restricted materials may solely be applied by trained applicators under the supervision of a Qualified Applicator Certificate holder.

SECTION H. TREE MAINTENANCE SPECIFICATIONS

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages outlined in Section K.

H.1 Minor Tree Maintenance Operations

The CONTRACTOR shall conduct minor tree maintenance within the full span of each service area as directed by the Parks Superintendent or appointed designee. Tasks include guying, staking, retying, removal of tree stakes, tree pruning to remove suckers, water sprouts, and broken branches. Tree pruning shall adhere to ANSI 300 pruning standards, ensuring safety, aesthetic appeal, balance, health, and adequate line of sight for municipal signs and pedestrian sidewalk clearance. The city will supply tree stakes, tree ties, and guying material. Non-compliance with these requirements will result in compliance-based punitive penalties.

H.2 Pruning

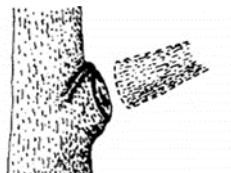
Minor pruning is typically effective at any time of the year with minimal impact on the tree. However, for optimal growth and rapid wound closure, pruning is best done before the spring growth flush. Some trees, such as maples and birches, may "bleed" if pruned early in spring, though this is generally harmless.

Certain tree diseases, like oak wilt, can spread through pruning wounds during active transmission periods. Therefore, pruning cuts shall always be minimized and susceptible trees should not be pruned during these times.

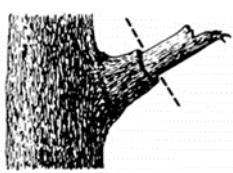
Heavy pruning just after the spring growth flush should be avoided. At that time, trees expend a great deal of energy to produce foliage and early shoot growth. Removal of a substantial percentage of foliage at this time can stress the tree. When to prune section contains consumer information provided by the International Society of Arboriculture.

H.3 Making Proper Pruning Cuts

Pruning cuts should be made just outside the branch collar. The branch collar contains trunk or parent branch tissue and should not be damaged or removed. If the trunk collar has grown out on a dead limb to be removed, make the cut just beyond the collar. Do not cut the collar.



Pruning cuts should be made just outside the branch collar.



On a dead branch that has a collar of live wood, the final cut should be made just beyond the outer edge of the collar

If a large limb is to be removed, its weight should first be reduced. Making an undercut about 12 to 18 inches from the limb's point of attachment accomplishes this. Make a second cut from the top, directly above or a few inches farther out on the limb. Doing so removes the limb, leaving the 12- to 18-inch stub. Remove the stub by cutting back to the branch collar. This technique reduces the possibility of tearing the bark. Tree pruning shall be performed based on the following categories with the intent of developing structurally sound trees symmetrical in appearance with the proper vertical and horizontal clearance. All pruning and trimming operations shall be in accordance with ISA Standards.

- (a) All suckers and sprouts shall be cut just outside the bark branch collar.
- (b) All structural weaknesses such as split branch unions, trunks, limbs, or severe damage of any kind shall be **immediately** reported to the Park Superintendent or appointed designee.
- (c) All trimmings and debris shall be removed and disposed of offsite at the end of each day's work.
- (d) Under no circumstances will stripping of lower branches be permitted in trees of 8" DBH or less. Lower branches shall be retained in a "tipped back" or pinched condition. Upon approval of the Parks Superintendent or appointed designee, skirting of lower branches may be done to mitigate irrigation coverage issues.

H.4 Staking, Guying and Tying

Trees, which shall be staked, fall into the following categories:

- (a) Replacement of missing or damaged stakes before the tree is fully rooted, anchored and independently upright.
- (b) Cases where a tree has been damaged and requires tree support systems to recover.
- (c) New trees or recently planted trees which have not previously been staked or guyed.

THE CONTRACTOR shall use rubber cinch ties or guy wire materials in accordance with the CITY's **Landscape Engineering Standard Details P-2, P-3, and P-4**. (Appendix F - G)

SECTION I. ADDITIONAL SERVICES

I.1 Sports Turf Mowing

The Parks Superintendent or appointed designee may request additional mowing at certain high wear sports fields where fertigation to promote sports turf recovery and sustainability causes accelerated growth. Additional mowing shall conform to the cutting heights specified in section D.2 and be performed during the same five (5) day work week as, and in addition to weekly scheduled mowing.

The CONTRACTOR shall supply equipment and qualified labor at a cost in accordance with the sports turf mowing bid in the **Additional Services Fee Schedule Exhibit of the resulting Contract**

for Services to conduct additional mowing as directed by Parks Superintendent or appointed designee.

I.2 Turf Vegetation Control Applications

The Park Superintendent or appointed designee may request broadleaf pre + post emergent or non-selective product applications conducted according to the city's pest control advisor recommendation for effective control of target broadleaf weeds or grow & kill of existing turfgrass.

Equipment

The CONTRACTOR'S spray equipment shall be capable of effectively applying herbicides or control agents to manage unwanted vegetation on various turf areas, including, sports fields, multi-use, and passive turf areas. The spray equipment shall include a durable tank with 300-gallon capacity, equipped with a reliable pump and agitation system to ensure proper chemical mixing and consistent pressure during spraying operations.

Additionally, the CONTRACTOR'S spray equipment shall include a chemical-resistant hose with quick-connect fittings and a sturdy reel for convenient deployment and storage. The spray gun shall be ergonomically designed for comfortable handling and offer adjustable nozzles for precise control over spray patterns and volume. The rear-mounted boom shall be capable of efficient coverage of larger turf areas, with adjustable width and height to accommodate different application needs. An in-cab pressure gauge for real-time pressure monitoring and boom section control for enhanced precision is required.

The CONTRACTOR shall supply spray equipment and qualified applicator at a cost in accordance with the Turf Vegetation Control Applications bid in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to effectively manage broadleaf weeds in turf as directed by Parks Superintendent or appointed designee. The city will purchase and supply turf broadleaf pre & post emergence control products.

I.3 Aeration

Passive turf areas in city parks, facility grounds and transit sites typically undergo a minimum of three aeration during each growing season, with additional aeration in sports and multi-use turf areas necessary for turf recovery and sustainability as directed by the Parks Superintendent or appointed designee. The CONTRACTOR shall be equipped to effectively provide the following aeration services.

Knife or Slice Aeration:

Shall occur 3 to 8 times per year based on turf type and wear, via slicing the turf rhizomes and soil to a depth of 4.5" utilizing an approved slice aeration machine. Knife or slice aeration shall be done in 1 direction except during sports turf renovation periods where slice aeration will be done in two directions within closed fields.

Plug or Core Aeration:

Shall occur a minimum of once a year as part of turf renovation operations, creating holes for top dressing to be drug into, via removal of $\frac{1}{2}$ inch diameter by 2-inch-deep cores spaced no more than 6 inches apart, utilizing an approved mechanical hollow core aeration machine. Plug or core aeration shall be done in 2 directions. All plugs must be thoroughly pulverized and the material drug into aeration holes.

Deep, Fracture Tine Aeration:

Shall occur a minimum of once a year as part of turf renovation operations to break up compaction via fracturing of the soil up to a depth of 7.5", and at a minimum rate of 4.5 acres per hour, utilizing an approved deep fracture tine aeration machine. Deep fracture time aeration shall be done in 2 directions.

The CONTRACTOR shall be equipped to provide aerations as specified above and as requested by the Parks Superintendent or appointed designee. All aerators shall be operated with tractors that meet or exceed manufacturer horsepower requirements and be properly weighted or hydraulically powered to operate effectively and achieve intended results.

To prevent damage during aeration, the CONTRACTOR shall flag all irrigation system fixtures. Any irrigation system damage resulting from aeration operations shall be promptly reported to the Parks Superintendent or appointed designee and immediately repaired at the expense of the CONTRACTOR.

After aeration, all walkways, trails, roadways, right of ways, or other areas affected shall be thoroughly cleaned before moving on to the next site. Soil plugs must not be left on turf, trails, sidewalks, roadways, or adjacent properties.

The CONTRACTOR shall supply equipment and qualified labor at a cost in accordance with the various aeration bids in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to conduct aeration as directed by the Parks Superintendent or appointed designee.

I.4 Verti-Cutting

Turf areas in city parks, facility grounds and transit sites typically undergo annual verti-cutting, done during spring de-thatching to improve surface conditions and during turf renovation operations for improved seed to soil contact utilizing a "vertical cut", tractor PTO powered turf renovator machine. The Parks Superintendent or appointed designee will determine the degree of cut, typically light, medium, or heavy verti-cutting, as required for each site.

To prevent damage during verti-cutting, the CONTRACTOR shall flag all irrigation system fixtures. Any irrigation system damage resulting from verti-cutting operations shall be promptly reported to the Parks Superintendent or appointed designee and immediately repaired at the expense of the CONTRACTOR.

All thatch and organic matter generated by CONTRACTOR'S verti-cutting operations shall be promptly collected by the end of each workday. The Contractor is responsible for removal of thatch and organic matter, typically done by vacuuming, immediately after verti-cutting and appropriately disposing of material in designated green waste dumpsters.

After verti-cutting, all walkways, trails, roadways, right of ways, or other areas affected shall be thoroughly cleaned before moving on to the next site. The CONTRACTOR shall supply equipment and qualified labor at a cost in accordance with the turf verti-cutting bids in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to conduct verti-cutting as directed by the Parks Superintendent or appointed designee.

I.5 Turf Over-Seeding & Top Dressing

Various turf areas in city parks, facility grounds and transit sites typically undergo annual over-seeding and/or top-dressing, during turf renovation periods when soil temperatures are above 60 degrees. All equipment utilized for over-seeding and top-dressing operations must be rated for industrial use and be suitable to operate efficiently in municipal park systems. This includes but is not limited to:

- Tractor-mounted seed spreaders and slit seeders with precision seed metering capabilities.
- Top dressing machines with 4 cubic yard minimum capacity, capable of uniform and efficient application of compost, sand, and blends.
- Utility vehicles, trucks and trailers appropriately rated for safely transporting equipment and materials.

Prior to over-seeding and top-dressing, the CONTRACTOR and Parks Superintendent or appointed designee shall assess irrigation coverage, soil moisture, compaction, thatch buildup, clumping, mounding and drainage problems. The Parks Superintendent or appointed designee may mobilize the CONTRACTOR to address any identified issues through aeration, verti-cutting, vacuuming, and spreading of soil conditioners as necessary to ensure optimal conditions for seed-to-soil contact, seed germination and turf growth. The city shall provide soil conditioners, compost, sand, or blends, fertilizers, seed, and roll-off bins for disposal of green waste.

Over-Seeding:

The city shall provide high-quality seed varieties suitable for each application. The CONTRACTOR shall calibrate seed spreaders or slit seeders according to seed type and application rate, ensuring uniform coverage across the full span of pre-determined turf areas. The CONTRACTOR shall over-seed turf in multiple directions, per seed manufacturer recommendations to achieve thorough seed distribution and improved seed-to-soil contact. Seed shall be applied at the recommended rates, adjusting as required for variations in turf density or wear patterns.

Top Dressing:

The city shall purchase and supply top-dressing materials such as sand, compost, or blends based on soil agronomic testing and specific requirements at each site. The CONTRACTOR shall utilize top dressing machines with a 4 cubic yard minimum capacity, to apply a uniform layer of top-dressing material across the turf surface, spreading the material evenly at the desired thickness, typically between 1/8" to 1/2", taking care to avoid excessive buildup. After top dressing, the CONTRACTOR shall drag the material in as many passes and directions as necessary to distribute material into core aeration holes and the turf canopy, neatly grooming material as required to provide a smooth and level surface.

After over-seeding and top-dressing, all walkways, trails, roadways, right-of-ways, or other areas affected shall be thoroughly cleaned before moving on to the next site. Seed and top-dressing materials must not be wasted.

The CONTRACTOR shall supply equipment and qualified labor at a cost in accordance with the over-seeding and top-dressing bids in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to conduct those services as directed by the Parks Superintendent or appointed designee.

I.6 Fertilization and Soil Conditioning

In city parks, facility grounds, and transit sites where fertigation systems are not available, all turf and planter areas may undergo a minimum of three granular fertilizer applications during each growing season, with additional fertilizer and soil conditioner applications as directed by the Parks Superintendent or appointed designee.

The CITY will purchase and supply granular fertilizer and soil conditioning products which will be made available to the contractor at the city's maintenance center located at 39110 3rd Street East.

Turf Fertilization:

Turf shall be free of moisture at the time of fertilizer application, with applications limited to irrigated green spaces. Fertilizer will be mechanically broadcast according to the manufacturer's recommendations. After cleaning fertilizer from hardscapes, all fertilized areas shall be thoroughly soaked immediately after the fertilizer is broadcast. The CONTRACTOR is responsible for proper calibration and operation of fertilizer spreaders.

Planter Fertilization:

Fertilizer will be mechanically broadcast according to the manufacturer suggested application rates. Fertilizer applications shall be limited to irrigated green spaces and be done in a manner to prevent fertilizer build up in the plant crown and foliage. In the case of point source irrigated green spaces, fertilizer shall be watered in utilizing potable water tenders, buggies or hoses and quick couplers. The CONTRACTOR is responsible for proper calibration and operation of fertilizer spreaders.

After all granular material applications, all walkways, trails, roadways, right of ways, or other areas affected shall be thoroughly cleaned before moving on to the next site. Fertilizer and soil conditioners must not be wasted.

The CONTRACTOR shall supply equipment and qualified labor at a cost in accordance with the Fertilization & Soil Conditioning bid in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to conduct those services as directed by the Parks Superintendent or appointed designee.

I.7 Sports Turf Renovation - Hydroseeding

Sports turf renovation for high wear fields is vital for providing safe and high-quality playing surfaces for our community. Renovations are indispensable for safeguarding the integrity of the fields, maintaining optimal playing conditions, and mitigating safety hazards resulting from over-use and extensive wear and tear. The process must encompass measures to prevent weed pressure on germinating turf seed, enhance soil health & fertility according to agronomic testing, alleviate compaction, rectify uneven surfaces, and address drainage issues. Sports turf renovations shall be accomplished by hydro-seeding, as directed by the Parks Superintendent or appointed designee.

1. The City will provide and install chain link temporary fencing with galvanized, round posts driven at a minimum of 12 feet on center, to a depth of 18" to 24". Fence panels shall be securely bracketed to each other and tied with metal wire to driven posts at top, middle and bottom of the fence panels.
2. The CONTRACTOR shall prevent damage to public and private property, including all improvements leading to & adjacent to work areas.
3. The CONTRACTOR shall stage equipment in designated areas as directed by the Parks Superintendent or appointed designee.
4. City staff will conduct grow and kill operation on existing turf, according to best management practices and per the Parks Superintendent or appointed designee. A minimum of three non-selective product applications shall be conducted according to pest control advisor's recommendation, scheduled in two-week intervals allowing for effective treatment of new growth resulting from applied irrigation. One application before turning soil and two after soil is turned and leveled before hydroseeding.
5. The CONTRACTOR shall locate, flag and swing irrigation heads below the depth of tilling.
6. The CONTRACTOR shall locate & flag all valve & quick coupler boxes, to be protected in place.
7. The city will purchase, and supply soil conditioners as required by agronomic testing for the CONTRACTOR to broadcast onto field before tilling process.
8. The CONTRACTOR shall utilize a stone burrier or reverse rotation tiller such as a Blecavator BMV 210 to homogenously blend conditioned soil in two directions, to a depth of 8", then wheel roll and compact soil profile after tilling process.

9. At this point, the city may mobilize a laser leveling contractor who shall survey soccer field for existing elevations, determine final grading percentages based on survey, and laser grade conditioned soil profile to pre-determined grade percentages matching slope to existing contours to allow for surface drainage towards existing gutters & drains, according to initial field survey +/-1/4". Final grading shall be inspected and approved by city staff.
10. The CONTRACTOR shall swing irrigation heads back in place, ensuring proper height, alignment, distribution uniformity & head-to-head coverage.
11. The city shall irrigate the field for one week, then conduct the final non-selective product application after the soil conditioning and leveling process to abate any plant in the initial phase of germination from the underground seed bank.
12. Upon verification of effective weed abatement, the CONTRACTOR shall hydro seed entire field. The city shall supply seed, mulch, binder, and fertilizer for CONTRACTOR to apply according to manufacturer recommendations.
13. City staff shall coordinate irrigation programming to irrigate hydroseed immediately after installation and will monitor and adjust irrigation programs as required through establishment.
14. Any private or public improvements damaged by CONTRACTOR while conducting scheduled work shall be replaced in kind at the CONTRACTOR'S expense within 5 working days from the date of damage, unless otherwise authorized by City staff.
15. CONTRACTOR shall be responsible for cleanup of all walkways, trails, parking lots and all other public or private property dirtied by CONTRACTOR'S operations before demobilization.
16. The CONTRACTOR shall maintain in place any temporary fencing to protect renovation site. Temporary fencing shall remain in place according to the direction given by the Parks Superintendent or appointed designee.
17. The CONTRACTOR is responsible for monitoring renovation through establishment.

The CONTRACTOR shall supply equipment and qualified labor at a cost in accordance with the sports turf renovation bid in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to conduct sports turf renovation as directed by the Parks Superintendent or appointed designee.

I.8 Turf Colorant Applications

As the City works to restore proper turfgrass types according to the intended use and wear levels of specific areas, green turf colorant applications may be required in un-renovated turfgrass areas infested with common Bermuda grass and in sports fields where cold tolerant Bermuda grasses lose some color during dormancy. The application of turf colorant shall be conducted at least 2 weeks before Bermuda grasses go dormant, typically the first or second week of September and after the final mow of the growing season.

The CONTRACTOR shall mix colorant and spray and stay, thoroughly agitate and apply according to manufacturer recommendation in two directions.

The CONTRACTOR will provide equipment and labor to conduct season turf colorant applications at the cost specified in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** to apply turf colorant as directed by Parks Superintendent or appointed designee. The city shall purchase and supply turf colorant and spray and stay materials which shall be accessible to the CONTRACTOR at the city's maintenance center located at 39110 3rd Street East.

I.9 General Improvements

To maintain the desired aesthetic appeal of City green spaces, annual improvements and renovations may be necessary. This includes demolition, grading, irrigation improvements, modifications and new installations, incorporation of soil conditioners and fertilizers, installation of new plant material, trees, decomposed granite, rock mulches, and application of pre-emergent products. The CONTRACTOR will provide equipment and labor for all associated functions at the costs specified in the **Additional Services Fee Schedule Exhibit of the resulting Contract for Services** renovate green spaces as directed by Parks Superintendent or appointed designee. The city shall purchase and supply soil conditioners, fertilizer, irrigation materials, rock mulch materials, new plant material, and pre-emergent products, which shall be accessible to the CONTRACTOR at the city's maintenance center located at 39110 3rd Street East.

SECTION J. TRAFFIC CONTROL SPECIFICATIONS

Traffic Control standards are applicable to all work performed under the resulting Agreement and are subject to Compliance-Based Punitive Penalties as defined in Section L.

J.1 Traffic Control Requirements

The CONTRACTOR is responsible for providing all necessary work zone safety delineation at each work site, encompassing the design and implementation of all temporary work zone traffic control measures in compliance with the latest edition of the California Manual on Uniform Traffic Control Devices. This includes providing all labor and equipment necessary for the proper implementation of temporary work zone traffic control. Moreover, high-visibility arrow and message boards must be utilized when operating on all major arterial streets.

J.2 Traffic Control & Encroachment Permit

All traffic control devices and layouts shall conform to the latest edition of the California Manual of Uniform Traffic Control Devices. Applicant shall submit, for City review, an engineered traffic control plan when the proposed construction work involves any of the following conditions: (1) Moving traffic over the street centerline; (2) Reducing the number of travel lanes by more than one lane; (3) Any road closure (one or two-way); and/or (4) Any work performed within 250 feet of a traffic signal.

In addition, at the discretion of the Director of Public Works and/ or City Engineer, an engineered traffic control plan may be required for other work impacting the public right-of-way. The CONTRACTOR is solely responsible for the traffic control design and implementation. Furthermore, the CONTRACTOR is responsible for maintaining the approved traffic control plan for the construction zone on a 24-hour basis. The traffic control plan shall

remain in place until work is completed. Any street closure will require the approval of the Deputy Director of Public Works.

J.3 Traffic Control Conditions

Emergency vehicle access shall always be maintained. Access to private property shall always be maintained, unless otherwise authorized by the City of Palmdale. All traffic signs, traffic control devices and traffic control procedures shall conform to the California Manual on Uniform Traffic Control Devices, latest edition.

SECTION K. COMPLIANCE-BASED PUNITIVE PENALTIES, LIQUIDATED DAMAGES, AND PROPERTY DAMAGE RESTITUTION

The City requires full completion of all tasks outlined herein within the entire span of all parks, city facility grounds, the Palmdale Transportation Center, and Palmdale Park & Rides. Failure to meet this expectation will result in compliance-based punitive penalties and/or liquidated damages.

K.1 Compliance-Based Punitive Penalties

Penalties shall apply to the following sections:

- Section B. General Maintenance Specifications
- Section C. Daily Site Openings and Safety Inspections Specifications
- Section D. Turf Maintenance Specifications
- Section E. Planter, Median and Round-a-Bout Maintenance Specifications
- Section F. Irrigation Maintenance Specifications
- Section G. Integrated Pest Management Specifications
- Section H. Tree Maintenance Specifications
- Section I. Additional Services Specifications

K.1.1 RECURRING SERVICES

A. Parks, City Facility Grounds, and Transportation Center

Minimum Service Frequency: Daily Openings and Weekly Maintenance

In cases of CONTRACTOR non-compliance with the specifications in Sections B through J, penalties will be levied per incident, calculated based on the respective monthly service fee for the corresponding site and infraction, and deducted from the monthly services invoice. For the first violation, a penalty of 50% will be imposed, escalating to 75% for a second violation, and 100% for a third. Subsequent violations beyond the third will incur Liquidated Damages. The Parks Superintendent, or appointed designee will notify the CONTRACTOR both verbally and in writing of every instance of non-compliance.

If the CONTRACTOR's performance is deemed unsatisfactory, the Parks Superintendent or appointed designee reserve the right to suspend CONTRACTOR operations at any time.

| First Violation | Second Violation | Third Violation | Fourth Violation |
|------------------------|-------------------------|------------------------|-------------------------------|
| 50% penalty | 75% penalty | 100% penalty | Subject to Liquidated Damages |

B. Palmdale Park & Rides

Minimum Service Frequency: Daily Openings and Biweekly Maintenance

In cases of CONTRACTOR non-compliance with the specifications in Sections B through J, penalties will be levied per incident, calculated based on the respective monthly service fee for the corresponding site and infraction and deducted from the monthly services invoice. For the first violation, a penalty of 50% will be imposed, escalating to 75% for a second violation, and 100% for a third. Subsequent violations beyond the third will incur Liquidated Damages. The Parks Superintendent, or appointed designee will notify the CONTRACTOR both verbally and in writing of every instance of non-compliance.

If the CONTRACTOR's performance is deemed unsatisfactory, the Parks Superintendent or appointed designee reserve the right to suspend CONTRACTOR'S operations at any time.

| First Violation | Second Violation | Third Violation |
|-----------------|------------------|-------------------------------|
| 50% penalty | 100% penalty | Subject to Liquidated Damages |

K.1.2. ADDITIONAL SERVICES

Minimum Frequency: As Requested

The city expects full compliance with the technical specifications outlined in Section I. In cases of CONTRACTOR non-compliance, penalties will be assessed per incident at each site. A first violation will incur a penalty of \$500, a second violation \$1,000, and a third violation \$1,500. These penalties will be deducted from the monthly maintenance services invoice. Should the CONTRACTOR fail to comply, the Parks Superintendent or appointed designees reserve the right to suspend CONTRACTOR operations at any time. The Parks Superintendent, or appointed designee will notify the CONTRACTOR both verbally and in writing of every instance of non-compliance.

| First Violation | Second Violation | Third Violation |
|-----------------|------------------|-----------------|
| \$500 penalty | \$1,000 penalty | \$1,500 penalty |

K.2 Traffic Control

The city will accept NO less than complete implementation of all traffic control and safety delineation required at each work site as per the California Manual on Uniform Traffic Control Devices, latest edition and as specified in **Section J**. The Parks Superintendent, or appointed designee will notify the CONTRACTOR both verbally and in writing of every instance of non-compliance with the Manual on Uniform Traffic Control Devices.

In cases of CONTRACTOR non-compliance, penalties will be assessed per incident at each site. A first violation shall result in a \$500 penalty, a second violation shall result in a \$1,000 penalty and a third violation shall result in a \$1,500 penalty. Penalties will be deducted from the monthly

maintenance services invoice. If CONTRACTOR is in non-compliance, the Parks Superintendent or appointed designee can suspend CONTRACTOR'S operations at any time.

| First Violation | Second Violation | Third Violation |
|-----------------|------------------|-----------------|
| \$500 penalty | \$1,000 penalty | \$1,500 penalty |

K.3 Liquidated Damages

CONTRACTOR shall be subject to Liquidated Damages if continued compliance-based maintenance violations occur as defined in Section K.1 above.

It shall be agreed by the parties to the Agreement that time is of the essence, and in the event of a delay in starting the work or the delivery of the equipment, goods, services, and personnel required for project implementation and training or equipment beyond agreed upon date, damage will be sustained by the City and that it is or will be impractical to determine the actual amount of the damage caused by reason of such delay. It is therefore agreed that the successful Contractor will pay to the City the sum of twenty-five hundred dollars (\$2,500) for each working day delay in completing the schedule set by the Contractor, as set forth in the Agreement beyond any timeline or due date, or authorized extension.

These damages shall be deducted from any monies due, or which may thereafter become due, to the successful Contractor under the Agreement or may be recovered by the City through any lawful means. The successful Contractor will be granted an extension of time and will not be assessed liquidated damages for any portion of the delay in performance which would be excused pursuant to the force majeure provisions of the Agreement, provided that the successful Contractor shall notify the City's representative in writing of the causes of delay within one (1) business day from the beginning of any such delay. The successful Contractor shall bear the burden of proof to establish that any delay is subject to the force majeure provisions of the Agreement.

K.4 Force Majeure

The time period(s) specified for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather (to be determined by City staff), fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor will within ten (10) days of the commencement of such delay notify the City in writing of the causes of the delay.

The City will ascertain the facts and the extent of the delay and extend the time for performing the services for the period of the enforced delay when and if the judgment of the superintendent, or designee, the delay is justified. The superintendent or his designee's, decision shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to

recover damages against the City for any delay in the performance of this Agreement, however, caused; Contractor's sole remedy being extension of the Agreement pursuant to this Section.

K.5 Restitution for Public or Private Property Damage

Any private or public property removed or damaged due to negligence or substandard maintenance shall be replaced and or repaired at the CONTRACTOR'S expense to the absolute satisfaction of the Parks Superintendent and/or private property owner. Replacement and or repairs shall take place no later than five (5) working days from the date of damage, unless otherwise authorized.

Section 4 - Respondents' Mandatory Administrative Requirements and Qualifications

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

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

- A. **Business License.** The awardee of the contract resulting from this Solicitation shall meet the City's Business License Tax requirements in accordance with Palmdale Municipal Code (PMC) Chapter 3.44. See the following link to *Application for Business License - Out of City Contractors*.
 - a. <https://cityofpalmdale.org/156/Business-License>
 - b. Respondents with a business location within or outside the City of Palmdale shall meet their local Business License Tax requirements. **A copy of the license must be submitted with the bid proposal response.** Business licenses must be made in the official name of the firm or the individual under which business is conducted (showing the official business addresses) and must be signed.
- B. **Other Licenses and Certifications.** Respondent, at their own expense must secure any business or professional licenses, certifications, permits, or fees required by the City of Palmdale and other agencies and possess the capability and ability to provide all services listed herein. Respondent must list all and provide copies of applicable licenses with license numbers and certifications, where applicable.
- C. **Required Insurance.**

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

If a Respondent has a question as to their ability to provide the required coverage and to ensure compliance with this bid proposal document, Respondent should promptly forward the insurance requirements indicated in this RFP and the Sample Contract for Services to their insurance broker/agent prior to submitting a proposal response.

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

Proof of Coverage

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

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

After the CITY has drafted the contract and it has been delivered or mailed to the successful Respondent for signature, they will have five (5) days to return the contract document, certificate(s) of insurance, and if applicable, any bond requirements, in accordance with the requirements identified in this RFP to be

incorporated into the resulting contract.

D. **References**

- a. Respondents must submit at least four (4) references on **Attachment A, Exhibit G – Client References** form provided within this RFP. References will be asked to complete a questionnaire and asked to return it to the Purchasing Division directly by a designated date and time. It is the Respondent's responsibility to ensure that Reference Contacts are willing to provide a reference. **Note: To expedite the evaluation process, the City requests accurate email and/or fax numbers are provided with company address on Attachment A, Exhibit G - Client References** form. References will not be considered if information provided is missing, incomplete and/or inaccurate.

Section 5 - Submit Proposal Response in Prescribed Format and Content

A. **Presentation**

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

B. **Letter of Transmittal**

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

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

- h. The cover letter must contain a statement that the Bidder acknowledges that all documents submitted pursuant to this RFP will become a matter of public record.

C. Organizational Structure, Qualifications, and Experience of Firm

- a. Provide a brief history of your firm and its operations. Include the year formed (corporation, partnership, sole proprietorship); number of employees, size, ownership structure, and any ownership changes that occurred during the past five (5) years.
- b. Provide the address of the office that would service this account. If you have other office locations, where are they located (address and telephone number), what are the primary functions performed with each office?
- c. Organizational structure, including parent/subsidiary relationships, if any.
- d. Proposer's team unit listing major functional areas with the names and titles of key staff in each area and their relevant experience, inclusive of duties and years of performance. If there are staffing overlaps, please indicate and explain as a footnote.
- e. Provide details on the financial condition of your firm and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger), which may impede Proposer's ability to provide.
- f. Describe Firm's experience in performing like services of a similar nature for municipalities, other government agencies or similarly sized organizations or institutions.
- g. Highlight the participation in such work by the key personnel proposed for assignment to the services described in this RFP.

D. Proposed Staffing and Management Plan

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

- a. Identify and provide biographies of your firm's senior leadership and the primary and back-up staff who would be assigned to this resulting Agreement. Biographies shall include the following information below:

1. Total years of relevant experience with the current firm.
2. Describe the commitment and ability of the management team to respond immediately to issues relating to the service(s) proposed. Proposer shall demonstrate how this requirement will be fulfilled and should indicate the percentage of time each key individual will be dedicated to our City of Palmdale project.
3. Include a statement that key personnel proposed will be available to perform the proposed services for the duration of the contract, on-

site when requested by CITY, acknowledging that no person designated as “key” to the proposed service shall be removed or replaced without the prior written concurrence of CITY. In addition, CITY reserves the right to direct the Proposer to remove any individual, including Key Personnel, assigned to the resultant agreement.

E. Technical Proposal

- a. This section of the proposal shall be specific, complete in all respects, and should establish the ability of the Proposer to satisfactorily perform **The City of Palmdale Parks, City Facility Grounds and Transit Site Grounds Maintenance Service** - by reason of:
 1. Capabilities and capacity to perform services and implement system;
 2. Experience in performing work of a similar nature and size;
 3. Expertise in the **Park Maintenance** process;
 4. Record of meeting performance standards on similar projects; and
 5. Specific and clear timelines and tasks and goals to accomplish the project.
- b. Particular attention should be given to **Section 3 - Scope of Services/Work**, to ensure the Proposer’s ability to fulfill all requirements is demonstrated in its submittal. Proposer must demonstrate that it (and other personnel or subcontractors that will be performing the work, if applicable) is/are qualified to perform the pertinent responsibilities described in **Section 3 - Scope of Services/Work**.

F. Forms

The proposal *must* contain all forms included in Attachment A and Appendix A – B.

G. Additional Information (optional)

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

H. Cost Proposal:

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

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

- b. The Respondent may respond to Group 1 – Park Sites, Group 2- Civic Center Sites, Group 3 – Transit Sites or any combination thereof.
- c. Firm shall be solely liable for compensation due to employees, adhere to all the minimum wage requirements and overtime guidelines. Proposer has considered the State of California mandate and provided a cost proposal accordingly to ensure the minimum wage requirement are met each year of the resultant contract.
- d. The Pricing shall be firm fixed price and shall include all costs in accordance with all contract requirements, including but not limited to fully burdened labor, payroll and other taxes, fringes, licenses and permits, insurance, workforce productivity, coordination, transportation, field overhead, general and administrative overhead, and profit. Respondent must list all applicable taxes in their offer. The City, when determining the lowest overall cost will not consider applicable taxes stated in the offer when evaluating cost proposals.

Section 6 – Selection Criteria & Award Process

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

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

Evaluation Criteria:

| Criteria | Maximum Score |
|--|----------------------|
| Ability/Methodology <ul style="list-style-type: none"> • Providing an innovative and actionable plan including detailed schedules to achieve specified service levels. • Demonstrating high-level quality service under similar conditions to similar institutions. • Demonstrating competencies in effective administration and efficient execution of municipal park maintenance services. | 20 Points Maximum |

| Criteria | Maximum Score |
|--|----------------------|
| <ul style="list-style-type: none"> Implementation of best management practices. Policies that provide highly trained, competent staff at all levels of the organization. Stability and long-term high-quality performance. Past Performance. | |
| Communication/Quality Control <ul style="list-style-type: none"> Effective, streamlined communication systems. Reporting capabilities. Contractor availability and response times for complaints. Response times for service issues and maintenance requests. | 20 Points Maximum |
| Project Staffing <ul style="list-style-type: none"> Qualifications, certifications, expertise, and knowledge of all staff members. Proposed staffing and actionable plan for each service area to effectively execute the scope of work based on verified staffing and production rates. References will be checked, and the committee may determine a review session is necessary to ensure capability. | 20 Points Maximum |
| Cost Proposal. Mathematically calculated based upon the reasonableness of the cost or price proposed for services. Competitiveness of the price with the other proposals received and least amount of risk. Completeness and adequacy of data in support of the figures quoted, and the basis which prices are quoted. | 40 Points Maximum |
| TOTAL POINTS MAXIMUM 100 | |

The City may contact and evaluate the Respondent's references; contact any Respondent to clarify any response; contact any current users of a Respondent's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal but shall make an award in the best interests of the City.

Best Value is the expected outcome, in the City's estimation, which provides the greatest overall benefit response to this RFP. If the committee determines it to be necessary, it may conduct interviews and negotiations with firms within the established competitive range.

CITY will notify proposers in advance of their scheduled interview date.

The interview may consist of a short presentation by the Proposer, after which CITY may ask questions and/or request for clarification related to any part of the firm's proposal and qualifications. CITY may also enter into negotiation with the Proposer.

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

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

PRIOR CITY WORK:

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

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

Contract Award

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

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

It is understood that the City reserves the right to accept or reject any and all proposals and to re-solicit for proposals, as it shall deem to be in the best interests of the City. Receipt and consideration of any proposals shall under no circumstances obligate the City to accept any proposals.

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

Examples of potential awards are:

All Groups are awarded to one contractor.

Group 1- Park Sites is awarded separately from Groups 2 – Civic Center and 3 – Transit Sites.

Group 2 – Civic Center Sites is awarded separately from Groups 1 – Park Sites and 3 – Transit Sites.

Group 3 – Transit Sites is awarded separately from Groups 1 – Park Sites and 2 – Civic Center Sites.

More than 1 group may be awarded to one contractor.

All three groups are awarded separately.

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

Section 7 – General Terms and Conditions & Instructions

A. No Contact Policy

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

B. Solicitation Questions, Answers and Addenda

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

C. Proposal Submission

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

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

When two (2) or more related parties each submit a proposal or multiple proposals are received from one (1) Respondent, for any contract, such proposals shall be judged non-responsive and will not be considered. Related parties mean Respondents or the

principles thereof, which have a direct or indirect ownership interest in another company for the same contract or in which a parent company or the principles thereof of one (1) company have a direct or indirect ownership interest in another company for the same contract.

E. Expenses Incurred

The City shall not be responsible for the cost of preparing any Proposal in response to this RFP. The sole responsibility for compliance with the requirements of this RFP lies with each Bidder submitting a response. Each Bidder is solely responsible for costs in preparing a response to this RFP and any and all other activities associated with same.

F. California Public Records Act.

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

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

Procedure to Protect Disclosure of Trade Secrets or Proprietary Information - In order for trade secrets or proprietary information to be protected from disclosure, the vendor must comply with the following procedure:

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

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

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

- a. Proposals including supplemental terms and conditions will be considered, but supplemental conditions that conflict with those contained in this RFP, or that

diminish the City's rights under any contract resulting from the RFP, will be considered null and void. The City is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

If conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

If the City's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

- b. Failure to list an exception or objection shall preclude a request for changes to the Contract. The proposed form of contract is included as a part of this Solicitation. In your Offer you must include a statement that you have reviewed the contract and list any objections to them. Any objections to the form contract will be considered and included in CITY's evaluation of your offer. If you fail to list any objections to the form of contract, you will not be allowed to raise any objections later if you are selected for award. An offer that takes exception to a material requirement of any part of the Solicitation or Contract may be rejected as non-responsive.

H. Protest

Per Palmdale Municipal Code 3.08.180 Bid protest procedures/public works construction bids

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

- a. Respondents who have submitted a bid proposal are permitted to challenge the City's intent to award a contract. A bidder shall have five calendar days after the posting of the bid results on the City's electronic bid management system to file a protest. A protest must include:
 - (1) The name, address and telephone number of the protester.
 - (2) The signature of the protester or its representative.
 - (3) Identification of the project and the solicitation or contract number.
 - (4) A detailed statement of all the grounds for the protest including, without limitation, all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the protest, including providing copies of all relevant documents. All factual contentions must be supported by competent,

admissible and credible evidence. Any matters not set forth in the written protest shall be deemed waived. Any protest not conforming to these procedures shall be rejected as invalid.

(5) The form of relief requested.

Failure to protest within the time allotted shall constitute a waiver of any protest.

- b. The Director of Public Works, or designee, shall review the merits and timeliness of the protest and issue a written decision to the respondent within seven calendar days of receipt of the protest.
- c. The decision of the Director of Public Works, or designee, is final. However, the decision is reviewable under the California Code of Civil Procedure Section 1094.5 et seq. The time in which judicial review of the decision must be sought shall be governed by California Code of Civil Procedure Section 1094.6, or as such section may be amended from time to time. (Ord. 1599 § 1 (Exh. A), 2022)
- d. Respondents who have submitted a bid proposal are permitted to challenge the City's intent to award a contract. A Respondent shall have five (5) calendar days after the issuance of the Intent to Award to file a protest. All protest regarding the solicitation process must be submitted in writing to the City of Palmdale Purchasing Division. This includes all protests relating to advertising of invitation to bid notices, deadlines, bid proposal opening, as well as any protest relating to alleged improprieties with the solicitation process. The protest must specify the grounds upon which the protest is based. A valid protest must (1) come from an actual respondent for the contract, and (2) who claim to be the rightful awardee. That is, protest is not valid if filed by a respondent who cannot show they would be awarded the contract if their protest were accepted. No protest shall lie to challenge the terms and conditions of the request for proposals. No protest shall lie for a claim that the selected Respondent is not a responsible Bidder.
- e. FAILURE TO PROTEST WITHIN THE TIME ALLOTTED SHALL CONSTITUTE A WAIVER OF ANY PROTEST. City of Palmdale is aware of the time and effort you expend in preparing and submitting bids to City of Palmdale. Please let us know of any bid requirement causing you difficulty in responding to our Invitation for Bid. We want to facilitate your participation so that all responsible vendors can compete for City of Palmdale business. Awards should be made approximately two to four weeks after the opening date. Except as otherwise provided herein, the Purchasing Division shall reject any protest that is either untimely received or fails to state the basis for the protest and the relief sought. However, the Purchasing Division may, in its discretion, consider any protest that is untimely, and may grant any remedy if the protest is determined to be meritorious and the remedy granted is determined to be in the best interests of the City.

A protest must include:

- i. The name, address, and telephone number of the protester.
- ii. The signature of the protester or its representative.
- iii. Identification of the project and the solicitation or contract number.

- iv. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- v. The form of relief requested.

f. The Purchasing Division shall issue a response to the protest within ten (10) calendar days after receipt of the protest. The response shall be in writing and shall state the reasons for either denying or upholding the protest. The decision of the Purchasing Division shall be final unless the protesting vendor appeals within three (3) business days of receipt of the response.

I. Debarment Disclosure

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

J. Non-Collusion and Non-Discrimination

The Respondent did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

The Respondent does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, age, sex, national origin, or disability, and that it complies with all applicable Federal, state, and local laws and executive orders regarding employment.

K. Offer Acceptance Period

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

L. Proposal Ambiguity

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

M. Right to Negotiate and/or Reject Proposal

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

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

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

N. Debrief and Evaluation

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

Section 8 – Qualifications for Bidders

In addition to the DIR registration requirements and possessing valid contractor's license(s) for the public work specified, the Bidder may be required before the award of any contract to show to the complete satisfaction of City of Palmdale that the Bidder or, when applicable, the bidder's Subcontractor has the necessary facilities, ability, and financial resources to provide the goods or service specified herein in a satisfactory manner. The Bidder is required to give recent experience in conducting work for contracts of similar scope, complexity, and magnitude, particularly for government agencies and references that will be contacted via email to satisfy City of Palmdale in regard to the Bidders' or the Bidder's Subcontractor's qualifications.

City of Palmdale may make reasonable investigations deemed necessary and proper to determine the ability of the Bidder or his/her Subcontractor to perform the work, and the Bidder shall furnish to City of Palmdale information for this purpose that may be requested. City of Palmdale reserves the right to reject any bid if the evidence submitted by, or investigation of, the Bidder fails to satisfy City of Palmdale that the Bidder or Bidder's Subcontractor is properly qualified to carry out the obligations of the contract and to complete the work described herein. Evaluation of the Bidder's or Bidder's Subcontractor's qualifications shall include:

- a) The ability, capacity, skill, and financial resources to perform the work or provide the goods or service required,
- b) The ability of the Bidder or Bidder's Subcontractor to perform the work or provide the goods or service promptly or within the time specified, without delay or interference,
- c) The character, integrity, reputation, judgment, experience, and efficiency of the Bidder or Bidder's Subcontractor,
- d) The quality of performance of previous contracts or services.

Section 9 – Public Works Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, the City requires proof of public works contractor registration before accepting a bid or awarding a contract. All contractors and subcontractors are required to provide evidence of current registration with the Department of Industrial Relations to perform public work on the Bid Due Date and Time referenced on Page 1 of this IFB.

Section 10 – Prevailing Wage Requirement

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract which will be awarded to the successful bidder. Prevailing wage rates are made available online at <http://www.dir.ca.gov/dslr>. The successful bidder and if applicable, all subcontractor(s) under them, shall comply with all applicable Labor Code provisions, which include, but are not limited to the payment of not less than the required prevailing rates to all workers employed by them in the execution of the Contract, the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal or enter a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted, nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the contract term.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

The effective date of each determination is ten (10) days after the issue date (8 CCR § 16000). The general determinations are issued twice a year (February 22nd and August 22nd) and go into effect ten days thereafter (March 3rd in a leap year and March 4th in a non-leap year for determinations issued on February 22nd, and September 1st for determinations issued on August 22nd).

Modification of Effective Date of Determination by Asterisks. Meaning of single and double asterisks. Prevailing wage determinations with a single asterisk (*) after the expiration date which are in effect on the date of advertisement for bids remain in effect for the life of the project. Prevailing wage determinations with double asterisks (**) after the expiration date indicate that the basic hourly wage rate, overtime and holiday pay rates, and employer payments to be paid for work performed after this date have been predetermined. If work is to extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. The contractor should contact the Prevailing Wage Unit, DLSR, or the awarding body to obtain predetermined wage changes. All determinations that do not have double asterisks (**) after the expiration date remain in effect for the life of the project.

Each bidder shall be a licensed contractor pursuant to the Business and Professions Code and shall be licensed in the following appropriate classification(s) of contractor's license(s), for the work bid upon, and must maintain the license(s) throughout the duration of the Contract.

After verification that the bidder is qualified to perform the work the City shall award the contract to the lowest responsible bidder submitting a responsive Bid.

Section 11 – Contractor's Labor and Wage Rates

- A. There shall be paid each craft or type of worker employed by the Contractor or Subcontractor engaged in Work under this Contract not less than the applicable wage rate, including legal holiday and overtime rates, found and determined by the Director of the Department of Industrial Relations for the State of California, *prior to the publication of the Notice Inviting Bids*, in accordance with the Standards set forth in Section 1773 of the California Labor Code. Copies of the Prevailing Rate of Per Diem Wages are on available on the Internet at <http://www.dir.ca.gov/DLSR/PWD>.

The Contractor shall comply with the provisions of Section 1775 of the Labor Code which, so far as material hereto, reads as follows: "Except as otherwise provided by law, the contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker

paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or subcontractor.”

The Contractor and each Subcontractor performing work, in conjunction with this Contract shall comply with the provisions of Section 1776 of the Labor Code of the State of California.

- B. The prevailing wage rates specified by the State of California are minimum rates only, and the CITY will not consider any claims for additional compensation made by the Contractor or Subcontractor because of payment by the Contractor or Subcontractor of any wage rate in excess of the applicable rate contained in this Contract.

Should Premium Time Work and/or Time and Material Work not in the Work be required during the progression of this Project, it may be awarded in accordance with those rates or as agreed otherwise between CITY and Contractor.

- C. Eight (8) hours labor constitutes a legal day's work for each worker employed in the execution of this Contract. The time of service of any worker employed in the execution of this Contract is limited and restricted to eight (8) hours during anyone (1) calendar day, and forty (40) hours during any one (1) calendar week, except as hereinafter provided.

Notwithstanding the provisions of Sections 1810 to 1814 of the Labor Code of the State of California, and notwithstanding the foregoing stipulations inserted herein pursuant to the requirements of said Sections, work performed by employees of the Contractor or any Subcontractor in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, in the execution of this Contract, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day, and forty (40) hours during any one (1) week, at not less than one and one-half (1-1/2) times the basic rate of pay.

- D. The Contractor shall pay to workers needed to execute the Contract the per diem wages as defined in Labor Code Section 1773.9.
- E. Only apprentices who are in training under apprenticeship standards and written apprentice agreements complying with Division 3, Chapter 4, Section 3070, et seq., of the Labor Code, are eligible to be employed in the performance of this Contract.

The term 'apprentice' as used in these Contract Documents means a person at least sixteen (16) years of age who has entered into a written agreement with an employer or their agent, and association of employers, or an organization of employees, or a joint committee representing both in conformity with the provisions of Division 3, Chapter 4, Section 3070, et seq., of the Labor Code.

Every apprentice employed in performance of this Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which they are employed and shall be employed only at the work of the craft or trade to which they are indentured.

The Contractor or any Subcontractor performing any of the work under this contract who employs journeymen or apprentices in any apprenticeable craft or trade and is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the public work to be constructed or performed under this Contract, to which fund or funds other Contractors in that area are contributing, shall contribute to the fund or funds in each craft or trade in which the Contractor or Subcontractor employees journeymen or apprentices on the public work in the same amount or upon the same basis and in the same manner as other Contractors do, but where the trust fund administrators are unable to accept such funds, Contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council.

The Contractor or Subcontractor may add the amount of such contribution in computing their Bid for the Contract. The Contractor shall be responsible for complying with Section 1777.5 of the Labor Code for all apprenticeable occupations.

The Contractor shall conform to all requirements of Sections 1777.5 and 1777.6 of the Labor Code.

- F. For further requirements related to matters specifically mentioned above, reference is hereby made to Division 2, Part 7, Chapter 1 of the Labor Code, with which compliance is required and to which reference is hereby made for further particulars.

- G. Pursuant to Section 7103.5 of the Public Contract Code: "in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body 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 Cartwright Act (Chapter 2 [commencing with Section 16700] or Part 2 of Division 7 of the Business and Professions code), arising from purchases of goods, services, or materials pursuant to the public works contract or subcontract. The assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties."

Section 12 – Bid Security Bonds

Requirements:

- The successful Contractor shall post a **performance bond, certified check or money order** in the amount of **100% of the projected annual services price for each year** of the resulting

contract term if awarded. Such bond is requested by the CITY before the day of City Council approval of the contract and collected within ten (10) days as a guarantee of timely delivery and that equipment, materials and/or goods are delivered according to specifications. CITY may request the Bond sooner, if time is of the essence on the project.

- The successful Contractor shall post a **payment bond** in the amount of **100% of the projected annual services price for each year** of the resulting contract term if awarded the purchase. Such bond is requested by the CITY before the day of City Council approval of the contract and collected within ten (10) days. CITY may request the Bond sooner, if time is of the essence on the project.

Except as otherwise provided in the agreement, a Bidder to whom a Contract is awarded shall promptly furnish, at his own cost and expense, the requisite Faithful Performance and Payment Bonds with a responsible Corporate Surety authorized to issue such bonds in California, and subject to approval of the City Attorney.

Faithful Performance Bond

The Faithful Performance Bond shall be in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract price, including any escalation stated in the Quotation and continued upon the faithful performance by the said Bidder of all covenants, terms, conditions and stipulations in the manner specified therein, and that all materials used and workmanship employed in the performance of the Contract shall be free from defects, and that should any defects therein appear within a period of one (1) year from the date of acceptance by the CITY, the Contractor shall, at his own cost and expense, repair, replace and correct such defects to the satisfaction of the Project Manager within thirty (30) days after notice thereof by the CITY.

- In the event of an award of a multi-year contract, the performance bond is required to be renewed or extended with the use of a Continuation Certificate and filed with the CITY annually. The CITY requests and requires Verification/Validation that the bond remains in effect for the full term of the contract.
- Continuous Bond – The phrase “otherwise it shall remain full force and effect” confirms the bond remains in effect without renewal documentation.

Payment Bond

The Contractor to whom the contract is awarded shall, in addition to the Faithful Performance Bond, furnish a Payment Bond in the sum of not less than one hundred percent (100%) of the maximum amount of the Contract price and shall be conditioned and provide that if the Contractor or his Subcontractors, fails to pay for any materials, transportation, appliances, or utilities used in, upon, for or about the performance of the Work contracted to be done, or for any Work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such Work or labor, said Surety will pay the same in an amount not exceeding the sum set forth in this contract, and also in case suit is brought upon the bond a reasonable attorney's fee to be fixed by the Court. This bond shall inure to the benefit of any and all persons,

firms, and corporations entitled to file claims under and by virtue of the provisions of Section 9100 of the Code of Civil Procedure of the State of California.

In the event of an award of a multi-year contract, the performance bond is required to be renewed or extended with the use of a Continuation Certificate and filed with the CITY annually. The CITY requests and requires Verification/Validation that the bond remains in effect for the full term of the contract.

Continuous Bond – The phrase “otherwise it shall remain full force and effect” confirms the bond remains in effect without renewal documentation.

Section 13 – Subcontractors

Subcontracting is NOT allowed for the general scope of work

Subcontracting may be allowed for additional services

- A. The Contractor shall set forth the name, license number, and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about work involving an amount in excess of one-half of one percent (.5%) of the Contractor's total bid, and the portion of the work which will be done by each such subcontractor, it is understood the Contractor is to do the work himself.
- B. The Contractor shall not substitute any subcontractor in place of the subcontractor designated in the original Bidder's Quotation, nor permit any such subcontract to be assigned or transferred to allow it to be performed by anyone other than the original subcontractor listed in the Bidder's Quotation, nor sublet or subcontract any portion of the work in excess of one half of one percent (.5%) of the total amount bid as to which his original bid quotation did not designate a subcontractor, except and unless the prior formal written approval of the CITY has been obtained.
- C. The Contractor shall comply with Section 4100 to 4114, inclusive, of the Public Contracts Code of the State of California.

Section 14 – Contractor's License Classifications

The Bidder shall possess a valid **California C-27 Landscaping Contractor license and C-61 Limited Specialty classification license with D-49 Tree Service subcategory Contractor's license** at the time that the Contractor submits its bid. Failure to possess the specified license shall render the Bid non-responsive and shall act as a bar to award of the Contract to any Bidder not possessing said license at the time of bid. Contractor and all subcontractors must maintain current licensing throughout the life of the project.

No contractor or subcontractor may be listed on a bid quotation for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5

[with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Section 15 – Safety Practices

The Contractor is fully responsible for the safe performance of all work for which they are contractually committed, whether performed by themselves or by their Subcontractors. The Contractor must provide adequate protection for the health and safety of CITY employees, the general public and their own personnel. The Contractor must have in place their own Injury and Illness Prevention Program as required by Labor Code § 6401.7 and Title 8 § 1509 and § 3203 of the California Code of Regulations. **Contractor shall provide the Table of Contents of current IIPP (Illness Injury Prevention Plan) with bid response. Full IIPP due within 10 days of Notice of Intent to Award.**

- The Contractor shall develop and maintain a safety program in compliance with Public Law 91-596 Occupational Safety and Health Act (OSHA) Series 1910 Contractor personnel shall work in a safe manner and comply with all applicable safety regulations. The Contractor shall be subject to safety inspections of its work sites by the City. Contractor safety records shall be available upon request. All unsafe incidents shall be immediately reported. A copy of the safety program implemented for a resulting contract shall be provided to the City for review and concurrence.
- Accident Reporting: The Contractor shall maintain an accurate record of, and shall report to the City, exposure data and all accidents resulting in death, traumatic injury, or occupational disease, incidental to work performed under this contract.
- Damage Reporting: The Contractor shall maintain an accurate record of, and shall report to the City, damage to property, materials, supplies, and equipment incidental to work performed under this contract. Damage resulting from Contractor negligence, as determined by the City, shall be the responsibility of the Contractor.
- Environmental Protection Compliance with Laws and Regulations: The Contractor shall be knowledgeable of and comply with all applicable interstate, federal, state, and local laws, regulations, and requirements regarding environmental protection. The Contractor shall comply with Federal Environmental Protection Agency law as it applies to hazardous materials handling, transportation, and waste management. The Contractor is solely responsible for any liability regarding the release of substances.

Section 16 – Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code, of the State of California. Failure of the Contractor to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for unpaid wages and penalties as authorized by the Labor Code.

Section 17 – California Air Resources Board SB-1 Compliance

In-Use Off-Road Diesel- Fueled Fleets Regulation. CONTRACTOR Shall comply with (CARB) to obtain and retain a fleet's valid certificate of reported compliance with the DMV. Including November 17, 2022, amendments include but are not limited to the following:

- Engine tier and model year phase-out requirements to accelerate the retirement of the oldest and dirtiest engines (Tier 0 through 2). Dates vary by fleet size.
- Restriction on adding vehicles with Tier 3 and Tier 4i engines.
- Requirement starting January 1, 2024, to use R99 or R100 renewable diesel in off-road diesel vehicles.
- Requirement starting January 1, 2024, for prime contractors and public works awarding bodies to obtain and retain a fleet's valid Certificate of Reported Compliance and to not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance.
- Voluntary compliance flexibility options for fleets that adopt zero-emission technology.



City Council Staff Report

DATE: **SEPTEMBER 4, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION**

DISTRICT: **ALL**

SUBJECT: **APPROVE A BUDGET AMENDMENT OF \$601,718 FOR ANTELOPE
VALLEY TRANSIT AUTHORITY OPERATING COST FOR FISCAL
YEAR 2024-25**

RECOMMENDATION

Staff recommends that the City Council:

1. Approve a budget amendment of \$601,718 for Antelope Valley Transit Authority's operating cost for Fiscal Year 2024-25.

BACKGROUND

Antelope Valley Transit Authority (AVTA) was formed in 1992 as a Joint Exercise of Powers Agreement (JPA) consisting of three jurisdictions: the County of Los Angeles, the City of Lancaster, and the City of Palmdale, each with an equal one-third share and number of Board votes. The JPA outlines the contribution methodology. However, its current format creates an imbalanced contribution schedule. AVTA staff has worked with Los Angeles County representatives and examined the best way to define an equitable method to calculate jurisdictional contributions. The Board has been trying for five years to get the County of Los Angeles to pay more towards AVTA expenses. At the July 23, 2024, AVTA board meeting, a motion was made for Palmdale to pay the same amount as Lancaster to encourage the County of Los Angeles to pay one-third of the expenses, the motion passed on a 6 to 0 vote.

DISCUSSION

AVTA board approved the new jurisdictional contributions methodology that will be used moving forward. AVTA's operating costs paid by the three agencies in the JPA have increased from \$3,145,691 for Fiscal Year 2023-24 to \$5,200,697 for Fiscal Year 2024-25. The City of Palmdale's contribution to the operating cost has increased from \$1,184,832 to \$1,786,550 for a current fiscal year increase of \$601,718.

FISCAL IMPACT

\$601,718; If approved, funds will be appropriated in Account No. 20333005-722210-3410 (Proposition A) for fiscal year 2024-25.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

B. Implement and administer environmentally sustainable programs.

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

AVTA Update to Agencies' Costs

Jurisdictional Contributions Update

July 23, 2024

UPDATED 8/5/2024



CONTRIBUTIONS: *UPDATED 8/5/2024*

| JURISDICTIONAL CONTRIBUTIONS - OPERATING | | | | |
|---|-------------|------------------|----------------|-------------------|
| <u>FY23 AUDITED</u> | <u>OLD</u> | <u>Version 1</u> | <u>UPDATED</u> | <u>DIFFERENCE</u> |
| City of Lancaster | \$1,307,151 | \$1,831,726 | \$ 1,786,550 | \$ 479,399 |
| City of Palmdale | \$1,184,832 | \$1,741,373 | \$ 1,786,550 | \$ 601,718 |
| County of Los Angeles | \$ 653,708 | \$1,627,598 | | \$ 973,890 |





City Council Staff Report

DATE: SEPTEMBER 4, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: PUBLIC WORKS
CAPITAL IMPROVEMENT PROGRAM DIVISION

DISTRICT: 1

SUBJECT: APPROVE THE FIRST AMENDMENT TO THE AGREEMENT WITH PARAGON PARTNERS CONSULTANTS, INC. FOR PN 653, SR138 FROM 5th STREET EAST TO 10th STREET EAST WIDENING PROJECT, INCREASING THE AGREEMENT BY \$25,420 FOR THE TOTAL NOT-TO-EXCEED AMOUNT OF \$204,270 WITH AN EXTENSION OF 722 CALENDAR DAYS FOR A TOTAL OF 1,357 CALENDAR DAYS

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the First Amendment to Agreement No. A-7415 with Paragon Partners Consultants, Inc. for PN 653, SR138 from 5th Street East to 10th Street Widening Project, increasing the agreement by \$25,420, for the total not-to-exceed amount of \$204,270 with and extension of 722 calendar days for a total of 1,357 calendar days, and;
2. Authorize the City Manager or her designee to execute the First Amendment to Agreement No. A-7415 with Paragon Partners Consultants, Inc., including minimal and/or non-substantial changes.

BACKGROUND

On April 6, 2021, the City Council awarded Paragon Partners Consultants, Inc. a consultant contract for \$178,850 for a term of 635 calendar days. The scope of the work includes right-of-way management, title, appraisal, plat maps and legal descriptions, and acquisition services for partial take and temporary construction easements for the widening and safety improvements at the railroad crossing of SR138 between 6th Street East and Sierra Highway.

DISCUSSION

This project began in May of 2021, and was anticipated to be completed by September 2023. The project included reviews by railroad shareholders Union Pacific Railroad (UPR) and Southern California Regional Rail Authority. UPR did not approve the preliminary right-of-way submittal due to the proposed required preemption timing and requested that alternate designs be provided for review. This request prolonged the duration of the project. Paragon requests an increase in the project budget to reflect current hourly rates for project staff. Due to delays and changes in the business climate, Paragon also requests modifications to the sub-consultants by replacing The Kahlen Group with Conway Engineering and Mo Hammad with Acott Appraisal.

Due to the events described above, Paragon also requests 722 additional days to be added to the amendment. The project has many shareholders with lengthy review and comment resolution periods. UPR will not approve any of the four design options provided to them. As such a formal application to the California Public Utilities Commission on behalf of the City of Palmdale, the project is being reviewed by an Administrative Law Judge with the California Public Utilities Commission. This will be the first time an Administrative Law Judge has reviewed an existing railroad crossing, and the length of the process is estimated to take up to one year. During this time the project will not be able to progress from a design standpoint, and adding these extra days to Paragon's agreement will account for the potential delays.

FISCAL IMPACT

\$25,420; The project is funded in Account No. S0049208-724525-3025. Sufficient funds are budgeted and available in FY 2024-25. The total contract amount can be seen in the following table:

| Project Summary | Cost |
|------------------------------|------------------|
| A-7415, Design Contract | \$178,850 |
| Amendment No. 1 | \$25,420 |
| Total Contract Amount | \$204,270 |

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.

Report to Mayor and City Council
Re: First Amendment to Agreement No. A-7415
September 4, 2024
Page 3

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

Agmnt No. A-7415 First Amendment with Paragon Partners Consultants, Inc.

Agmnt No. A-7415 with Paragon Partners Consultants, Inc.

**1st AMENDMENT TO AGREEMENT A- 7415
BETWEEN THE CITY OF PALMDALE AND PARAGON PARTNERS
CONSULTANTS, INC.**

This 1st Amendment to Agreement No. A-7415 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and PARAGON PARTNERS CONSULTANTS, INC. (hereinafter called "CONSULTANT"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on April 6th, 2021 ("Original Agreement") the CITY and CONSULTANT entered into an agreement to provide:

For PN 653 SR 138 5th to 10th Railroad Crossing - CONSULTANT shall provide right of way management, title, appraisal, plat maps and legal descriptions, and acquisition services for 2 partial take and temporary construction easements, 10 partial highway easements and temporary construction easements, and 4 temporary construction easements.

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

Due to the length of time the project has been extended, the hourly rates have increased. The original rates were based on the 2021 rates. The additional costs reflect the difference in rates for the year 2024.

NOW THEREFORE, the parties agree as follows:

The compensation identified in Section 9 of Agreement A-7415 for one hundred seventy-eight thousand, eight hundred dollars (\$178,800.00) is amended to increase the total price of the agreement by twenty-five thousand four hundred twenty dollars (\$25,420.00), not to exceed the amount of two hundred four thousand, two hundred seventy dollars (\$204,270.00). This is an increase of 14.2%.

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:

PARAGON PARTNERS
CONSULTANTS, INC.:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

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

William McCawley
President and CFO

ADDRESS FOR NOTICE:
PARAGON PARTNERS
CONSULTANTS, INC.
6550 Katella Avenue, Suite 100
Cypress, CA 90630

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

AGREEMENT NO. A-7415
CONTRACT FOR CONSULTANT SERVICES
BETWEEN THE CITY OF PALMDALE AND PARAGON PARTNERS LTD

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract" herein) is made and entered into this 6th day of April, 2021 by and between the City of Palmdale a public body corporate and politic, (hereinafter called "CITY") and Paragon Partners LTD (hereinafter called "CONSULTANT").

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 shall provide right of way management, title, appraisal, plat maps and legal descriptions, and acquisition services for 2 partial take and temporary construction easements, 10 partial highway easements and temporary construction easements, and 4 temporary construction easements.

Additionally, CONSULTANT shall prepare Right of Way Data Sheets for inclusion in the California Department of Transportation Supplemental Project Report, as well as Right of Way Requirement Exhibits for presentation to the City for resolution.

CONSULTANT's work shall be governed by Title 49 of the Code of Federal Regulations (CFR), Part 24, for the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, including changes that became effective in February 2005, and be provided in compliance with the California Department of Transportation right of way guidelines, as applicable.

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:

Phillip Bonina, CPM; Senior Project Manager

Marcial Fernandez; Senior Acquisition Agent

Lara Boyko; QA/QC Specialist

Colin Valles; Project Coordinator

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 COMMENCEMENT AND COMPLETION OF WORK

The execution of this Contract by the parties does not constitute an authorization to proceed. The services of CONSULTANT shall commence when CITY, acting by and through its Project Manager, has issued an Authorization to Proceed. CONSULTANT shall complete all the work described in Section 1 and submit final deliverables within six hundred thirty-five (635) working days following CONSULTANT's receipt of Authorization to Proceed. CONSULTANT 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 CONSULTANT shall pay all sales, consumer, use, and other similar taxes required to be paid by CONSULTANT in accordance with state and local laws.

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

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

6 PATENT FEES AND ROYALTIES

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

7 STANDARDS OF PERFORMANCE

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

8 CONSULTANT'S PERSONNEL

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

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

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

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

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

9 COMPENSATION

9.1 For all of work and services including the various phases of tasks as described in Section 1, CITY shall pay to CONSULTANT an amount not to exceed the sum of one hundred seventy-eight thousand, eight hundred fifty dollars (\$178,850.00), payable as follows:

| TASKS | Senior Project Manager | Senior Acquisition Agent | QA/QC | Project Coordinator | Total Hours | Fees |
|--|------------------------|--------------------------|--------------|---------------------|--------------------|------------------|
| Hourly Rate | \$195 | \$110 | \$135 | \$85 | | |
| Project Management (Monthly meetings and Status Reporting & Oversight) | 48 | 24 | 4 | 60 | 136 | \$17,640 |
| Title Report Review | 6 | 12 | 12 | 24 | 54 | \$6,150 |
| Plats, Legal & City Exhibit Review & Mgmt. | 6 | 18 | 8 | 18 | 50 | \$5,760 |
| Appraisal Review and Management | 8 | 24 | 8 | 36 | 76 | \$8,340 |
| Review Appraisals Management | 4 | 12 | 4 | 18 | 38 | \$4,170 |
| Document Preparation (Offer Purchase Package, Contracts/Agreements, Conveyance Instrument, et. al) | 12 | 24 | 12 | 48 | 96 | \$10,680 |
| Acquisition/Negotiations | 24 | 280 | 12 | 60 | 376 | \$42,200 |
| Escrow Coordination | 4 | 8 | 6 | 48 | 66 | \$6,550 |
| Right of Way Certification | 8 | 12 | 8 | 24 | 52 | \$6,000 |
| Project Close-out | 2 | 4 | 4 | 24 | 34 | \$3,410 |
| Total Hours | 120 | 414 | 74 | 336 | 944 | \$110,900 |
| Consultants | | | | | | |
| Title Company (Commonwealth) - 7 PTR's & 1 for 9 R/R Parcels | | | | | | \$6,800 |
| Plat & Legal Engineer (Kahlen Group) 34 P&L – City ROW Exhibit | | | | | | \$31,900 |
| Appraiser (Valbridge) – 16 Parcels – 7 Reports | | | | | | \$20,400 |
| Appraiser Reviewer (Mo Hammad) – 7 Reports | | | | | | \$5,250 |
| ODC's | | | | | | \$3,600 |
| | | | | | Total Costs | \$178,850 |

The Contract Price is CONSULTANT'S estimate of its charges for all 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 Insurance*

- \$1,000,000.00 limit on a per occurrence basis
- \$2,000,000.00 general aggregate limit
- Policy form on a claims-made 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 Housing Authority Counsel.

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 CONSULTANT 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, 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.

13.1 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 Housing Authority/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:



Steven D. Hofbauer
Mayor

PARAGON PARTNERS LTD:

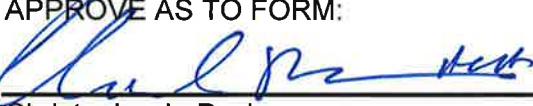


Neilia LaValle
President and CEO

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

ADDRESS FOR NOTICE:
PARAGON PARTNERS LTD
5660 Katella Avenue, Suite 100
Cypress, CA 90630

APPROVE AS TO FORM:



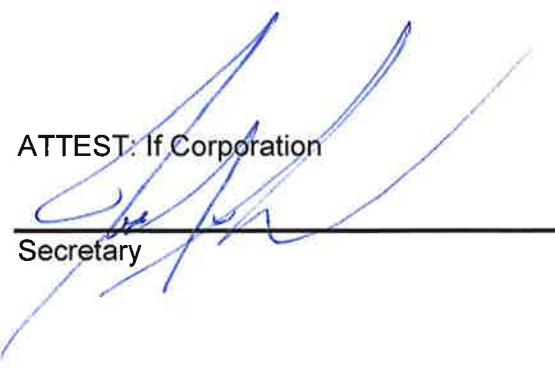
Christopher L. Beck
City Attorney

ATTEST:



Shanae S. Smith
City Clerk

ATTEST: If Corporation



Secretary

**MINUTES
CITY COUNCIL/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
AUGUST 21, 2024**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:02 pm.

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

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

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

ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance.

Mayor Bishop announced the meeting would be adjourned in honor of Danny Bazzell, Army veteran and Air Force employee and Dustin Roberto, Firefighter-Paramedic of Station 93.

4) PRESENTATIONS

4.1) Antelope Valley College update.

Mr. Shami Brar, Vice President of Administrative Services at Antelope Valley College, introduced staff and provided updates on the educational programs offered by Antelope Valley College, enrollment, and upgrades to the Palmdale campus.

Councilmember Bettencourt shared some fun facts and history on the Antelope Valley College and suggested bringing back the cooking class and Sheriff's Academy.

The Council spoke in favor of Antelope Valley College.

4.2) Illegal Dumping Plan update.

Innovation and Environmental Manager Lucha provided a detailed PowerPoint presentation on illegal dumping and shared the services offered by Waste Management.

Discussion ensued among Council and staff regarding illegal dumping, use of technology, and partnership with Caltrans.

5) PUBLIC COMMENTS
CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

City Attorney Curley asked the Council to consider adding a late agenda item and provided the background and reason for adopting the Caltrans protocol. He stated to add the item, it required a 4/5's vote and two findings: 1) The need came up after the posting of the agenda; and 2) There is a need to take immediate action.

There was Council and City Attorney discussion regarding the addition of the item and modifications to the document.

Motion: Add Emergency Item 6.8 to the agenda.

Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (4-1)

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

No: Andrea Alarcón.

Mayor Bishop requested that copies of the added document be provided to the public and called for a recess from 6:10 p.m. - 6:25 p.m.

The following individuals provided public comment on Item 6.8: Eugene Hernandez spoke regarding the unhoused and engaging community agencies that deal with homelessness; Marcos Alvarez suggested providing solutions for the unhoused; Marsha Furman suggested engaging citizens in the conversation for solutions; Anna Haynes expressed concerns on shelter for the unhoused; City Attorney Curley provided detailed information on the document protocols; David Harris spoke about safety concerns related to this item; and Roger Soderstedt spoke regarding fires in homeless encampments.

Items 6.3, 6.6, and 6.8 were pulled for discussion.

6) CONSENT CALENDAR

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

6.2) Approve and Adopt Ordinance No. 1645, an Ordinance of the City Council of the City of Palmdale to promote Public Health, Safety, and Welfare by deleting, amending, and adding select provisions of the Palmdale Municipal Code related to procedures and policies governing construction of Public Works Projects and Professional Services in order to streamline and ensure consistency with State Law.

6.3) Adopt Resolution No. CC 2024-075, a Resolution of the City Council of the City of Palmdale to apply for and accept the Los Angeles County Council of Governments Interim Housing (IH) Service Fund.

Director of Neighborhood Services Reyes presented the staff report. Councilmember Alarcón asked questions about the applicant's selection process. Discussion ensued among Council and staff regarding the selection process and in support of the applicant. City Manager Perez provided

clarification on the applicant's selection process.

Motion: Adopt Resolution No. CC 2024-075

Moved by Eric Ohlsen, seconded by Laura Bettencourt.

Vote: Motion carried (4-1)

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

No: Andrea Alarcón.

6.4) Adopt Resolution No. CC 2024-076, a Resolution of the City Council of the City of Palmdale declaring its intention to renew the Palmdale Tourism Improvement District, establish the time and place of a public meeting and a public hearing and giving notice of such public meeting and public hearing.

6.5) Notice of Completion - Accept Public Street and Landscape Improvements for Tract 73068 located at Palmdale Boulevard and Oak Street.

6.6) Approve pre-qualified list of consultants to perform on-call professional engineering and architectural services with a not to exceed total aggregate amount of \$12,000,000 for a three-year term with the option to extend two one-year terms.

Councilmember Alarcón asked for clarification on the \$500K threshold for on-call services. City Manager Perez responded.

Motion: Approve pre-qualified list of consultants to perform on-call professional engineering and architectural services with a not to exceed total aggregate amount of \$12,000,000 for a three-year term with the option to extend two one-year terms.

Moved by Andrea Alarcón, seconded by Richard J. Loa.

Vote: Motion carried (5-0)

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

6.7) Approve the minutes from the previous meeting.

6.8) Adopt Caltrans and Governor's approach to ensure compliance with state mandates regarding management of unhoused individuals.

Mayor Bishop read a message from Chair Jung, Human Rights Advisory Committee, in favor of adding the emergency item related to the unhoused.

Mayor Bishop requested that the document be brought back to a future meeting for adjusting. He clarified that the document being adopted was a living document and just mirrors what the State and other local agencies have done. There was further discussion among Council and City Attorney Curley regarding modifications to the language of the document. Mayor Bishop suggested that the Council move forward and support the item.

Motion: Adopt Caltrans and Governor's approach to ensure compliance with state mandates regarding management of unhoused individuals.

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

Vote: Motion carried (4-1)

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

No: Andrea Alarcón.

Motion: Approve all items listed under the Consent Calendar except 6.3, 6.6, and 6.8.

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) JOINT PUBLIC HEARING CITY COUNCIL/HOUSING AUTHORITY

7.1) Adopt Resolution No. CC 2024-074, a Resolution of the City Council of the City of Palmdale approving an Affordable Housing Agreement between the Housing Authority of the City of Palmdale and Advancing Communities Together, Approving and Authorizing the Conveyance of Property located at 5th Street East and East Avenue Q-2 APN 3008-010-904 from the Housing Authority of the City of Palmdale to Advancing Communities Together, Approving a Permanent Local Housing Allocation Loan Agreement between the City of Palmdale and Advancing Communities Together, and making certain findings; and Adopt Resolution No. HA 2024-006, a Resolution of the Housing Authority of the City of Palmdale Approving an Affordable Housing Agreement between the Housing Authority of the City of Palmdale and Advancing Communities Together, Approving and Authorizing the Conveyance of Property from the Housing Authority of the City of Palmdale to Advancing Communities Together located at 5th Street East and East Avenue Q-2 APN 3008-010-904 and making certain findings

City Clerk Scott read the title of Resolution Nos. CC 2024-074 and HA 2024-006 into the record.

Director of Neighborhood Services Reyes presented the staff report.

Council and staff discussed the project's location, cost, construction timeline, tenant selection plan, marketing, and competitive process.

Public Testimony was received by the following individuals: Eugene Hernandez commented in opposition to approving the contract; Marsha spoke about the location and the new development; and Rossie Cherry, founder of Advancing Communities Together, spoke regarding the organization and expressed concerns regarding a tenant lottery.

Mayor Bishop closed the Public Hearing.

Councilmember Alarcón distributed a letter to the City Manager, City Attorney, and Council expressing her concerns regarding the city's fiduciary responsibility.

Mayor Bishop asked City Attorney Curley if everything was done properly. City Attorney Curley and City Manager Perez responded.

Motion: Adopt Resolution No. HA 2024-006 and Approve A-8908

Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (6-1)

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

Christina Fraga-Saenz, Dianne Betts.
No: Andrea Alarcón.

Motion: Adopt Resolution No. CC 2024-074 and Approve Agreement Nos. A-8909
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (4-1)
Yes: Austin Bishop, Richard J. Loa, Eric Ohlsen, Laura Bettencourt.
No: Andrea Alarcón.

Mayor Bishop adjourned the Housing Authority at 7:41 pm.

8) CITY MANAGER'S REPORT

City Manager Perez reported on the following: Farmers Market; Family Movie Nights; Juried Art Exhibit and unveiling of Small Mural Mentor Program; SAVES client backpack distribution event August 24; Palmdale Youth Soccer opening on August 24; Assemblyman Lackey is hosting a Public Safety Forum on August 24 at the Doubletree at 11 am; Summer Concert Series August 24; State of the City on August 27 at the Palmdale Playhouse; Books and Barks on August 27 at the Library; Family Movie Night on August 23; and Nova Storage and Albe's Ice Cream grand openings.

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

Councilmember Ohlsen commented on the partnership with the California High-Speed Rail and their work on the designing of the transportation area and requested that a representative from Edison attend a future meeting to discuss billing.

Councilmember Alarcón reported on the District 5 Neighborhood Watch event and thanked staff and community partners.

Mayor Bishop spoke regarding addressing issues, community engagement, and hard work from staff.

10) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public comments: Eugene Hernandez discussed the allocation of City funds and appointments to City Boards, Commissions, and Committees; Leah Taylor, Palmdale Aerospace Teachers Association (PATA), commented on the school climate, teachers' contract, and letter of support; Carla Hubler, Renee Kimbrough, and Alyson Montez commented on animal euthanasia rates, spay and neuter help from the City, and stray dogs; Kristina Rivas discussed placement for her family who is unhoused, requested a report from the City on provided assistance, and safe and sane fireworks; Anessa Rivas spoke about the loss of her family home due to a fire caused by fireworks and future safety measures; Doug Schmidt thanked Council for their service, requested a protected bike lane off of Avenue R, and discussed lawn parking; Roger Soderstedt suggested displaying more puppy pictures to help with adoption; and Marsha discussed the different Measures that were assigned the letters AV (i.e. City of Palmdale and AV College).

11) ADJOURN

Mayor Bishop adjourned the meeting at 8:04 pm in honor of Danny Bazzell, Army veteran and Dustin Roberto, Firefighter-Paramedic Station 93, to August 27, 2024, at 2:30 p.m. at the Palmdale Playhouse located at 38334 10th Street East, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 4th day of September 2024.

Austin Bishop, Mayor

ATTEST:

Rochelle Scott, City Clerk



City Council Staff Report

DATE: **SEPTEMBER 4, 2024**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **NEIGHBORHOOD SERVICES DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **PUBLIC HEARING TO RECEIVE PUBLIC COMMENTS ON THE DRAFT CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FOR FISCAL YEAR 2023-2024; REVIEW, APPROVE, AND AUTHORIZE THE CITY MANAGER OR HER DESIGNEE TO MAKE NECESSARY CHANGES AND SUBMIT THE CAPER REPORT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) BY SEPTEMBER 28, 2024, IN COMPLIANCE WITH HUD REGULATIONS**

RECOMMENDATION

Staff recommends that the City Council:

1. Open a public hearing to receive public comments on the Draft CAPER for Fiscal Year 2023-2024;
2. Review and approve the 2023-2024 CAPER; and,
3. Authorize the City Manager or her designee to make necessary changes and submit the CAPER report to HUD by September 28, 2024, in compliance with HUD Regulations.

BACKGROUND

As an entitlement and participating jurisdiction, the City of Palmdale receives an annual allocation of funds from HUD under its Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs. Additionally, the City received a special allocation of Community Development Block Grant COVID-19 (CDBG-CV) funds, as authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act enacted on March 27, 2020, to be used exclusively on eligible activities that prepare for, prevent, and respond to the COVID-19 pandemic. As an entitlement and participating jurisdiction, the City is required to prepare and obtain HUD approval of a Consolidated Plan covering a period of five years. The 2020 Five-year Consolidated Plan was approved by Council and submitted to HUD in June 2020. The plan addresses various HUD-required issues,

including the City's plan to address affordable housing and other needs of low- and moderate-income persons.

At the end of each grant year, the City is required to submit a CAPER, providing an assessment of the City's performance and a statement of its expenditures in meeting the goals and objectives stated in its Consolidated Plan and its Annual Action Plan.

DISCUSSION

The Action Plan identifies the programs, projects, and services to be provided during the fiscal year to meet the goals and objectives of the Consolidated Plan. As required by HUD regulations, the CAPER includes the use of the 2023-2024 allocation of \$1,433,847 CDBG funds and \$590,664 HOME funds, program income, and prior year CDBG and HOME funds. The CAPER also reports the special allocation of \$1,932,895 of CDBG-CV funds. The following are the allocated and estimated use of funds for activities within the 2023-2024 program year:

| <u>CDBG Funds</u> | <u>Allocated</u> | <u>Expended</u> |
|---|-------------------------|------------------------|
| General CDBG Administration | \$248,149 | \$69,769 |
| Housing Rights Center (Fair Housing Services) | \$38,620 | \$38,620 |
| Administration - Total | \$286,769 | \$108,389 |
| South Antelope Valley Emergency Services – Saves | \$220,103 | \$220,103 |
| Public Service – Total | \$220,103 | \$220,103 |
| Juniper Grove Apartments | \$25,000 | \$25,000 |
| Affordable Housing Development - Total | \$25,000 | \$25,000 |
| Public Facilities and Infrastructure | \$635,692 | \$0 |
| Public Facilities and Infrastructure - Total | \$635,692 | \$0 |
| Section 108 Loan Repayment | \$321,874 | \$321,874 |
| ADA Compliance – Q-12 | \$175,733 | \$109,666 |
| Capital Improvements - Total | \$497,607 | \$431,540 |
| CDBG Total | \$1,665,171 | \$785,032 |

| <u>HOME Funds</u> | <u>Allocated</u> | <u>Expended</u> |
|---|-------------------------|------------------------|
| General HOME Administration | \$69,280 | \$46,091 |
| Administration - Total | \$69,280 | \$46,091 |
| Tenant-Based Rental Assistance Program (TBRA) | \$175,000 | \$140,168 |
| CHDO Set-Aside | \$88,600 | \$0 |
| Affordable Housing development | \$850,474 | \$0 |
| Juniper Grove Apartments | \$95,370 | \$25,000 |
| HOME Programs/Projects - Total | \$1,209,444 | \$165,168 |
| HOME Total | \$1,278,724 | \$212,059 |

| <u>CDBG-CV Funds</u> | <u>Allocated</u> | <u>Expended</u> |
|--|-------------------------|------------------------|
| General CDBG-CV Administration | \$286,580 | \$183,574 |
| Administration - Total | \$286,580 | \$183,574 |
| South Antelope Valley Emergency Services - SAVES | \$1,223,952 | \$940,307 |
| Rental Assistance Program | \$63,965 | \$63,965 |
| Public Service Programs -Total | \$1,287,917 | \$1,004,272 |
| CDBG-CV Total | \$1,574,497 | \$1,187,846 |

The City complied with its Citizen Participation Plan and the CDBG regulations requiring that the CAPER be made available for public review and comment before submitting it to HUD. A public notice informing citizens of the locations where the report was available for review and inviting oral or written comments either before or at the public hearing on September 4, 2024, was published in the Antelope Valley Press and the City's website on August 20, 2024.

FISCAL IMPACT

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

STRATEGIC PLAN

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

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

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

ATTACHMENTS

Draft CAPER for Fiscal Year 2023-2024

2023-2024
Consolidated Annual
Performance and
Evaluation Report

Community Development Block Grant
HOME Investment Partnerships Program



DRAFT
September 4, 2024



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CITY OF PALMDALE

2023/2024 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT JULY 1, 2023 THROUGH JUNE 30, 2024

AUSTIN BISHOP

Mayor

RICHARD LOA

Mayor Pro Tem

LAURA BETTENCOURT

Council Member

ANDREA ALARCON

Council Member

ERIC OHLSEN

Council Member

RONDA PEREZ

City Manager

SOPHIA REYES

Director of Neighborhood Services

BECKY BARTLETT

Analyst II

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This 2023-2024 Consolidated Annual Performance and Evaluation Report (CAPER) is the City of Palmdale's report to the U.S. Department of Housing and Urban Development (HUD) describing the use of federal Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds during the fourth program year of the 2020-2024 Consolidated Plan period, covering July 1, 2023, to June 30, 2024. This CAPER will also describe the use of the Community Development Block Grant Coronavirus (CDBG-CV) funds, as authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, enacted on March 27, 2020, and programmed into the City's 2019-2020 Annual Action Plan, as amended.

The City receives CDBG and HOME funds from HUD on a formula basis each year and receives a special allocation of CDBG-CV funds. In turn, the City implements projects and awards grants and loans to nonprofit, for-profit and public organizations for projects in furtherance of the adopted Consolidated Plan. The CDBG and HOME programs provide a wide range of eligible activities for the benefit of low and moderate-income Palmdale residents. The CDBG-CV funds provide for eligible activities that prepare for, respond to, and prevent COVID-19 pandemic.

For the 2023-2024 program year, the City received \$1,433,847 of CDBG funds and \$590,664 of HOME funds from HUD. Together, with prior year(s) funding available, a total of \$2,024,511 was allocated to projects in the 2023-2024 Action Plan. This investment of CDBG and HOME funds was a catalyst for positive change in the community. Together with other federal, state, and local investments, HUD resources allowed the City and its partners to:

- Provide fair housing services to 270 residents
- Provide homelessness prevention and assistance services to 9,235 residents
- Provided tenant-based rental assistance to 21 senior households
- Provide for completion of construction on Juniper Grove Affordable Apartments, which provides for a total of 101 units affordable housing and permanent support of housing
- Provide for progress for ADA improvements at Q-12 that will benefit 2,070 residents when complete

Additionally, the City continued eligible activities for the special allocation of CDBG (CDBG-CV) in the amount of \$1,932,895 to be used exclusively on eligible activities that prepare for, respond to, and prevent the COVID-19 pandemic. The CDBG-CV funds were programmed in the 2019-2020 Action Plan:

- Respond to COVID-19 pandemic by providing emergency rental assistance to 7

- households; and
- Provide homelessness prevention and assistance services to 178,625 residents.

Table 1 provides a summary of the five-year and one-year accomplishments for the period ending June 30, 2024, arranged by each of the Strategic Plan Goals included in the 2020-2024 Strategic Plan of the Consolidated Plan and the COVID-19 Response goal in the 2019-2020 Action Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Strategic Plan & Program Year to Date

| Goal | Category | 2023-2024 Amount Allocated | Indicator | Unit of Measure | 5-Year Strategic Plan | | | 2023-2024 Program Year 4 | | |
|---|-----------------------------------|----------------------------|---|------------------------|-----------------------|--------|------------------|--------------------------|--------|---|
| | | | | | Expected | Actual | Percent Complete | Expected | Actual | Percent Complete |
| Affordable Housing Development | Affordable Housing | HOME: \$857,323 | Rental units constructed | Household Housing Unit | 99 | 101 | 00.00% | 0 | 0 | 0% |
| Affordable Housing Preservation | Affordable Housing | HOME: \$0 | Rental Units Rehabilitated | Household Housing Unit | 5 | 0 | 0.00% | 0 | 0 | 0.00% |
| Rental Assistance | Affordable Housing | HOME: \$175,000 | Tenant-based rental assistance / Rapid Rehousing | Households | 80 | 84 | 81.25% | 20 | 21 | 185.00% |
| Fair Housing Services | Affordable Housing | CDBG: \$38,620 | Other | Other | 1,500 | 1,218 | 63.20% | 300 | 270 | 90.00% |
| Homelessness Prevention and Assistance | Homeless | CDBG: \$220,103 | Public service activities other than Low/Moderate Income Housing Benefit | Persons Assisted | N/A | N/A | N/A | N/A | N/A | N/A Accomplishments recorded under CDBG-CV Goal |
| Public Facilities and Infrastructure Improvements | Non-Housing Community Development | CDBG: \$635,692 | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit | Persons Assisted | 200,000 | 47,415 | 23.71% | 40,000 | 0 | 0% |

| Goal | Category | 2023-2024 Amount Allocated | Indicator | Unit of Measure | 5-Year Strategic Plan | | | 2023-2024 Program Year 4 | | |
|----------------------|-----------------------------------|--------------------------------|--|-----------------------|-----------------------|---------|------------------|--------------------------|---------|------------------|
| | | | | | Expected | Actual | Percent Complete | Expected | Actual | Percent Complete |
| Economic Opportunity | Non-Housing Community Development | CDBG: \$0 | Expand economic opportunity for low-income residents and small business owners | Businesses Assisted | 40 | 0 | 0.00% | 0 | 0 | 0.00% |
| | | | | Jobs Created/Retained | 20 | 0 | 0.00% | 0 | 0 | 0.00% |
| Planning | Planning and Administration | CDBG: \$248,149 HOME: \$69,280 | Other | Other | 2 | 2 | 100.00% | 2 | 2 | 100.00% |
| COVID-19 Response | Non-Housing Community Development | CDBG-CV \$1,932,895 | COVID-19 Impact | Businesses Assisted | 20 | 11 | 55.00% | 0 | 0 | 0.00% |
| | | | | Households Assisted | 50 | 53 | 92.00% | 30 | 7 | 78.00% |
| | | | | Persons Assisted | 178,625 | 178,625 | 100.00% | 178,625 | 178,625 | 100.00% |
| | | | | Planning and Admin. | 1 | 1 | 100.00% | 1 | 1 | 100.00% |

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the program year, the City and its housing and community development partners made progress on several 2023-2024 activities as well as some multi-year activities that continued during the program year. All CDBG and HOME funded activities addressed specific high priority objectives identified in the 2020-2024 Consolidated Plan. All CDBG-CV funded activities prepared for, responded to, or prevented the COVID-19 pandemic.

The CDBG-funded South Antelope Valley Emergency Services activity provided much-needed services through the CDBG entitlement funding and expanded their services with CDBG-CV funding. On March 4, 2020, the Los Angeles County Department of Public Health issued a State of Emergency and ordered all non-essential businesses to close due to the COVID-19 Pandemic. On March 16, 2020, SAVES adopted the COVID-19 National Emergency model to become an emergency-only food distribution center. SAVES re-designed from client-choice to a no-contact drive-thru. SAVES also coordinated with local churches and community group volunteers to deliver emergency food to shut-in senior residents. The Federal Government's public health emergency declaration expired May 11, 2023, the State of California's declaration expired February 28, 2023, and Los Angeles County's declaration expired March 31, 2023. The City of Palmdale continues to serve residents affected by the pandemic. As a result, SAVES served people within all residential tracts of the City, meeting the Low and Moderate Clientele National Objective. During the program year, 9,235 food orders were distributed to needy households.

Most CDBG funds were allocated to public facilities and infrastructure improvement activities to benefit low- and moderate-income neighborhoods, provide disabled access, provide facilities for homelessness prevention services, or directly support affordable housing during the program year. The project scope for the ADA Improvements at Q-12 was increased to include street improvements. Construction is anticipated to be completed by the end of 2024.

The 2023 HOME-funded Tenant Based Rental Assistance (TBRA) assisted 21 unduplicated extremely low-income senior households (age 62 or older) experiencing a severe housing cost burden (more than 50% of household income goes to rent).

The City has worked tirelessly to prepare for, respond to, and prevent Coronavirus. During this program year the City utilized CDBG-CV funds for the 2023-2024 Emergency Rental Assistance (COVID) Program which assisted 7 households who have been impacted by the COVID 19 pandemic. The City has made significant progress toward the numeric accomplishment goals for projects during this fourth year of the five-year Consolidated Plan period and to prepare for, respond to, and prevent the COVID-19 pandemic. Each of the activities that were underway during the 2023-2024 program year are listed in Figure 1, including the amount of CDBG, HOME, or CDBG-CV funds allocated to the activity and the amount spent as of June 30, 2024. Figure 2

provides the numeric accomplishment goal, and the amount accomplished as of June 30, 2024.

Figure 1 – Use of CDBG and HOME Funds

| | | | Allocated | | Expended |
|---|-----------------|--------------------|--------------------|---------|-----------------|
| 1. Affordable Housing Development | | | | | |
| 2019 Juniper Grove Apartments | HOME | \$376,812 | \$376,812 | 100.00% | |
| 2020 Juniper Grove Apartments | HOME | \$351,866 | \$281,496 | 80.00% | |
| 2019 Juniper Grove Apartments | CDBG | \$250,000 | \$250,000 | 100.00% | |
| 2023 Tenant-Based Rental Assistance | HOME | \$175,000 | \$140,168 | 80.00% | |
| | Subtotal | \$1,153,678 | \$1,048,476 | 89.00% | |
| 2. Fair Housing Services | | | | | |
| 2023 Fair Housing Services | CDBG | \$ 38,620 | \$ 38,620 | 100.00% | |
| 3. Public Services Including Homelessness | | | | | |
| 2023 South Antelope Valley Emergency Services | CDBG | \$220,103 | \$220,103 | 100.00% | |
| 4. Public Facilities and Infrastructure Improvements | | | | | |
| 2023 Section 108 Debt Service | CDBG | \$321,874 | \$321,874 | 100.00% | |
| 2018 Street Improvement Q-12 | CDBG | \$836,500 | \$836,500 | 100.00% | |
| 2020 Street Improvement Q-12 | CDBG | \$200,000 | \$200,000 | 100.00% | |
| 2021 Street Improvement Q-12 | CDBG | \$488,500 | \$488,500 | 100.00% | |
| 2023 Street Improvement Q-12 | CDBG | \$90,000 | \$13,528 | 15.00% | |
| | Subtotal | \$2,195,597 | \$2,119,125 | 97.00% | |
| 5. Economic Opportunity | | | | | |
| 2021 Economic Development | CDBG | \$0 | \$0 | 0.00% | |
| 6. Planning and Administration | | | | | |
| CDBG Program Administration | CDBG | \$248,149 | \$69,769 | 28.00% | |
| HOME Program Administration | HOME | \$ 69,280 | \$46,091 | 67.00% | |
| | Subtotal | \$317,429 | \$115,860 | 37.00% | |
| 7. COVID Response | | | | | |
| South Antelope Valley Emergency Services | CDBG-CV | \$1,223,952 | \$940,307 | 77.00% | |
| Rental Assistance Program | CDBG-CV | \$63,960 | \$63,965 | 100.00% | |
| CDBG-CV Administration | CDBG-CV | \$286,580 | \$183,574 | 64.00% | |
| | Subtotal | \$1,574,492 | \$1,187,846 | 75.00% | |
| Total for all Goals: | | \$5,241,196 | \$4,471,307 | 85.00% | |

Figure 2 – Program Year Accomplishments by Strategic Plan Goal

| Strategic Plan Goal / Activity | Unit of Measure | Expected | Actual |
|---|-----------------|------------|------------|
| 1. Affordable Housing Development | | | |
| 2020 Juniper Grove Apartments | Household Unit | 99 | 101 |
| 2019 Juniper Grove Apartments | | | |
| 2021 Tenant-Based Rental Assistance | Household Unit | 20 | 21 |
| 2. Fair Housing Services | | | |
| Fair Housing Services (Admin) | People | 300 | 270 |
| 3. Public Services Including Homelessness | | | |
| South Antelope Valley Emergency Services | People | See Goal 7 | See Goal 7 |
| 4. Public Facilities and Infrastructure Improvements | | | |
| Section 108 Debt Service | N/A | N/A | N/A |
| 2023 ADA Compliance – Q-12 | | | |
| 2021 ADA Compliance – Q-12 | People | 40,000 | 0 |
| 2020 ADA Compliance – Q-12 | | | |
| 2018 ADA Compliance – Q-12 | | | |
| 5. Economic Opportunity | | | |
| Business Assistance Program | Businesses | 8 | 0 |
| 6. Planning and Administration | | | |
| CDBG Program Administration | N/A | N/A | N/A |
| HOME Program Administration | N/A | N/A | N/A |
| 7. COVID-19 Response | | | |
| South Antelope Valley Emergency Services | People | 178,625 | 178,625 |
| Rental Assistance Program | Households | 30 | 7 |
| CDBG-CV Administration | N/A | N/A | N/A |

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

Table 2 – Table of assistance to racial and ethnic populations by source of funds

| | CDBG | HOME |
|---|--------------|-------------|
| White | 3,241 | 10 |
| Black or African American | 2,180 | 7 |
| Black/African American & White | 56 | 1 |
| Asian | 159 | 0 |
| American Indian/ Alaskan Native | 126 | 0 |
| Asian & White | 46 | |
| Native Hawaiian or Other Pacific Islander | 46 | 0 |
| Amer. Indian/Alaskan Native & Black/African Amer. | 97 | |
| American Indian/Alaskan Native & White | 40 | |
| Other multi-racial | 3,251 | 3 |
| Total | 9,242 | 21 |
| Hispanic | 2 | |
| Not Hispanic | 9,240 | 21 |

Narrative

Table 2 provides an aggregate of race and ethnicity data for persons and households served during the program year based on accomplishment data from all CDBG, HOME, and CDBG-CV activities reported in HUD's Integrated Disbursement and Information System (IDIS).

Based on the information in Table 2, a diverse array of persons and households benefitted from CDBG, HOME, and CDBG-CV funded housing, public facilities, or public service projects during the program year. The Tenant Based Rental Assistance activity has assisted 21 unduplicated extremely low income, rent-burdened Senior households; and (PR-23 records 21 households, as reported in tables 2, 11, and 12).

Identify the resources made available**Table 3 - Resources Made Available**

| Source of Funds | Resources Made Available in 2023-2024 Action Plan | Amount Expended During Program Year |
|-----------------|---|-------------------------------------|
| CDBG | \$1,467,355 | \$793,867 |
| HOME | \$1,183,354 | \$211,260 |
| Other: CDBG-CV | \$1,932,895 | \$1,544,089 |

Narrative

The federal, state, local and private resources available for the implementation of projects during the 2023-2024 program year are identified in Table 3. The CDBG resources include \$1,433,847 of CDBG formula grant funds and \$33,508 of CDBG Program Income. The HOME resources include \$590,664 HOME formula grant funds \$102,140 prior year funds and \$490,550 of recaptured funds. The City received a special allocation of \$1,932,895 of CDBG-CV funds. A grand total of \$2,650,709 of CDBG, HOME, and CDBG-CV funds were allocated to projects in the Action Plan.

Identify the geographic distribution and location of investments**Table 4 – Identify the geographic distribution and location of investments**

| Target Area | Planned Percentage of Allocation | Actual Percentage of Allocation | Narrative Description |
|--------------------------------|----------------------------------|---------------------------------|-----------------------|
| Low- and Moderate-Income Areas | 28 | 28 | Infrastructure |

Narrative

The 2023-2024 Action Plan allocated \$635,692 to public facilities and Infrastructure activities, representing 45 percent of the program year CDBG investments. Combined with prior program funds, over \$1.2 million of CDBG funds were designated to Public Facilities and Infrastructure activities designed to benefit the Low-and Moderate-Income Areas, of which 100% benefited low-and moderate-income areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state, and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

To address housing and community development needs in Palmdale, the City leverages its CDBG and HOME entitlement grants with a variety of funding resources in order to maximize the effectiveness of available funds. The primary funding sources for leveraging CDBG and HOME funds in Palmdale are Housing Successor Agency housing asset funds, redevelopment Successor Agency funds and the Redevelopment Property Tax Trust Fund (RPTTF) funds.

During the program year, the Juniper Grove project located at the southeast corner of Division and East Ave R in Palmdale leverages HOME funds of \$728,678 and CDBG funds of \$250,000 with Low Income Housing Tax Credits through the California Tax Credit Allocation Committee yielding \$22,310,650 of Tax Credit Equity was under construction. Additional financing of \$33,211,811 was secured from other sources including multiple grants from the Los Angeles Community Development Authority. This project provides for the new construction of 101 units of housing serving families with rents affordable to households earning 30-50 percent of area median income (AMI).

Additional CDBG leveraging opportunities were available for South Antelope Valley Emergency Services (SAVES) through the Emergency Food and Shelter Program Phase ARPA-R (funding of \$51,350 for November 2021–April 2023). Additionally, SAVES received over \$13,000 in monetary donations from the community, and in-kind food donations from area businesses and the Palmdale School District were valued at over \$3 million.

HUD requires HOME Participating Jurisdictions (PJs) to match 25 percent of their HOME annual allocation. In accordance with 24 CFR 92.222, PJs satisfying the distress criteria established by the HOME Program regulations are provided a match reduction. Match reductions are granted due to fiscal distress, severe fiscal distress, and Presidential disaster declarations. For the 2023-2024 program year, the City of Palmdale received a 50 percent match reduction from HUD.

Table 5 – Fiscal Year Summary - HOME Match Report

| Fiscal Year Summary – HOME Match | |
|--|-------------|
| 1. Excess match from prior Federal fiscal year | \$4,819,617 |
| 2. Match contributed during current Federal fiscal year | \$0 |
| 3. Total match available for current Federal fiscal year (Line 1 plus Line 2) | \$4,819,617 |
| 4. Match liability for current Federal fiscal year | \$39,539 |
| 5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4) | \$4,780,078 |

Table 6 – Match Contribution for the Federal Fiscal Year

| Match Contribution for the Federal Fiscal Year | | | | | | | | |
|---|-------------------------|-----------------------------------|--------------------------------------|--------------------------------------|--------------------------------|--|-----------------------|--------------------|
| Project No. or Other ID | Date of Contrib. | Cash (non-Federal sources) | Foregone Taxes, Fees, Charges | Appraised Land/Rea l Property | Required Infrastructure | Site Prep., Const. Materials, Donated labor | Bond Financing | Total Match |
| N/A | N/A | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

Table 7 – Program Income

| Program Income – Enter the program amounts for the reporting period | | | | |
|--|--|--|------------------------|---|
| Balance on hand at beginning of reporting period | Amount received during reporting period | Total amount expended during reporting period | Amount expended | Balance on hand at end of reporting period |
| \$0 | \$4,000 | \$0 | \$0 | \$4,000 |

HOME MBE/WBE report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

Table 8 – Minority Business and Women Business Enterprises

During the reporting period there were no HOME activities required to report on MBE/WBE.

| | Total | Minority Business Enterprises | | | | White Non-Hispanic |
|----------------------|-------|-----------------------------------|---------------------------|--------------------|----------|--------------------|
| | | Alaskan Native or American Indian | Asian or Pacific Islander | Black Non-Hispanic | Hispanic | |
| Contracts | | | | | | |
| Number | 0 | 0 | 0 | 0 | 0 | 0 |
| Dollar Amount | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Sub-Contracts | | | | | | |
| Number | 0 | 0 | 0 | 0 | 0 | 0 |
| Dollar Amount | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | Total | Women Business Enterprises | | Male | | |
| Contracts | | | | | | |
| Number | 0 | 0 | | 0 | | |
| Dollar Amount | \$0 | \$0 | | \$0 | | |
| Sub-Contracts | | | | | | |
| Number | 0 | 0 | | 0 | | |
| Dollar Amount | \$0 | \$0 | | \$0 | | |

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

Table 9 – Minority Owners of Rental Property

| | Total | Minority Property Owners | | | | White Non-Hispanic |
|---------------|-------|-----------------------------------|---------------------------|--------------------|----------|--------------------|
| | | Alaskan Native or American Indian | Asian or Pacific Islander | Black Non-Hispanic | Hispanic | |
| Number | 0 | 0 | 0 | 0 | 0 | 0 |
| Dollar Amount | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

Table 10 – Relocation and Real Property Acquisition

| | | | |
|---|-------|-----------------------------------|---------------------------|
| Parcels Acquired (CDBG) | | 0 | \$0 |
| Businesses Displaced | | 0 | \$0 |
| Nonprofit Organizations Displaced | | 0 | \$0 |
| Households Temporarily Relocated, not Displaced | | 0 | \$0 |
| | | Minority Property Enterprises | |
| Households Displaced | Total | Alaskan Native or American Indian | Asian or Pacific Islander |
| | | Black Non-Hispanic | Hispanic |
| Number | 0 | 0 | 0 |
| Cost | \$0 | \$0 | \$0 |
| | | White Non-Hispanic | |

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Table 11 – Number of Households

| | One-Year Goal | Actual |
|--|----------------------|---------------|
| Number of homeless households to be provided affordable housing units | 99 | 49 |
| Number of non-homeless households to be provided affordable housing units | 70 | 49 |
| Number of special-needs households to be provided affordable housing units | 0 | 0 |
| Total | 169 | 98 |

Table 12 – Number of Households Supported

| | One-Year Goal | Actual |
|--|----------------------|---------------|
| Number of households supported through rental assistance | 20 | 28 |
| Number of households supported through the production of new units | 99 | 0 |
| Number of households supported through the rehab of existing units | 0 | 0 |
| Number of households supported through the acquisition of existing units | 0 | 0 |
| Total | 119 | 28 |

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Juniper Grove Affordable Housing Project financing closed in October 2020. The City committed \$728,678 of HOME funds and \$250,000 of CDBG funds for site assemblage. The project provides for the production of 101 new affordable units, of which 5 units are HOME units, 50 units are designated for individuals experiencing homelessness, and 2 units are for managers. The project has been completed and the certificate of Occupancy was issued February 2024. For Tenant Based Rental Assistance, the City supported 21 Senior households through ongoing rental assistance and an additional 6 households economically impacted by COVID-19 pandemic through a new CDBG-CV program responding specifically to Coronavirus (PR-23 records 21

households, as reported in tables 2, 11, and 12). Additionally, the City encouraged households to apply for the California State Covid Relief Rental Assistance Program.

Discuss how these outcomes will impact future annual action plans.

In future annual action plans, the City anticipates continuing to invest HOME funds to address housing affordability for renters and homeowners through the creation of new units, rehabilitation of existing substandard units, and the provision of Tenant Based Rental Assistance to the City's most vulnerable residents – extremely low-income senior citizens experiencing a severe housing cost burden.

The City is actively seeking a certified CHDO with capacity to develop housing to increase the likelihood of meeting the HOME program requirement that 15 percent of each allocation be committed to a CHDO project within 24 months. The active Tenant Based Rental Assistance Program will ensure that HOME funds are effectively committed on time to meet HUD's 24-month commitment deadline. As a result of these actions, the City will be able to strategically invest the remaining HOME funds in affordable housing development or rehabilitation projects at a point in time when these projects are shovel ready with all other financing commitments in place.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Table 13 – Number of Persons Served

| Number of Persons Served | CDBG Actual | HOME Actual |
|--------------------------|--------------|-------------|
| Extremely Low-income | 7,057 | 21 |
| Low-income | 880 | 0 |
| Moderate-income | 1,305 | 0 |
| Total | 9,242 | 21 |

Narrative Information

The 2020-2024 Consolidated Plan - Strategic Plan identified high priority affordable housing needs including preserving the supply of affordable housing and providing rental assistance to extremely-low-income seniors. During the 2023-2024 program year, the City invested HOME funds for Valley Oasis to implement the Tenant-Based Rental Assistance (TBRA) program for extremely low-income seniors experiencing a housing cost burden.

Other strategic investments were made with HOME funds to support the building of affordable rental units for Juniper Grove Apartments and CDBG funds to support site assemblage of the

Juniper Grove project. Furthermore, the City continues to assist Homes 4 Families through the development process for its Single Family CalVet Residential Enriched Neighborhood (REN) Veterans Housing complex to include up to 56 units of housing for veterans using local housing funds and other private sources.

Through the City's TBRA, Mortgage Assistance Program, and affordable housing programs, it attempts to meet the needs of worst-case housing needs (defined as low-income renters who experience severe cost burden, substandard housing, or involuntary displacement), as well as households economically impacted by the COVID-19 Pandemic. Additionally, the City refers individuals at-risk of homelessness to the homeless services and programs described in more detail in the next section of the CAPER.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In Los Angeles County, the Los Angeles Homeless Services Authority (LAHSA) is the lead agency coordinating the Continuum of Care (CoC). LAHSA is a joint powers authority for the City and County of Los Angeles (with the exception of the Cities of Long Beach, Pasadena, and Glendale). A ten-member Commission governs LAHSA. Each of the County's five Supervisors appoints one (1) commissioner while the Mayor and City Council of Los Angeles appoint another five (5) members. LAHSA plans, coordinates, and manages resources for the County's homeless programs. In addition, LAHSA provides technical assistance, data, and other planning resources to many of the incorporated cities within the County, including the City of Palmdale. LAHSA develops and oversees a comprehensive strategy to address homelessness.

Additionally, in February, 2016, the Los Angeles Board of Supervisors approved an unprecedented action plan of nearly two dozen interlocking strategies, focusing on six key areas to combat homelessness. The City of Palmdale has been one of over 100 community groups, cities and county leaders who continue to actively participate in the planning and implementation of these strategies to address homelessness. As part of the County strategy, the City of Palmdale participated in a process to create a city-specific plan to prevent and combat homelessness. In addition to participating in County-wide stakeholder meetings and as a member of the Continuum of Care (CoC), the City of Palmdale participates in a regional approach to address homelessness within the Antelope Valley Service Planning Area No. 1 (SPA 1). SPA 1 covers approximately 2,500 square miles of desert and forest, from the Kern County line on the north, to the San Bernardino County line on the east, the Ventura County line on the west and the Angeles Forest on the south. The homeless count conducted by LAHSA in January 2020 estimated that the number of homeless persons in SPA 1 increased forty-four percent to 4,755. This count indicated that the number of homeless in Palmdale had decreased by 9 percent to 289 people homeless persons in 2020. The homeless count was not conducted in 2021 due to the COVID-19 pandemic. In January 2022, the number of homeless persons in SPA 1 was 4,598 and 309 in Palmdale. In January 2023, the number of persons in SPA1 was 4,686 and 177 encountered in Palmdale. In January 2024, the number of persons in SPA1 was 6,672 and 567 encountered in Palmdale.

The City participates in the Antelope Valley Homeless Coalition, an inter-agency council with approximately 50 participants. Through this participation, the City is able to coordinate efforts and resources with local homeless service providers including Los Angeles County's Coordinated Entry System, outreach, and engagement, 2-1-1, and the Homeless Access Center in Palmdale operated by Valley Oasis. Prior to COVID-19 the City partnered with community organizations to hold quarterly Homeless Connect days for people who are homeless or at-risk of homeless, the LAHSA Emergency Response Team provides outreach to people who are literally homeless in the City of Palmdale

community. The City along with county partners, the State of California and Hope the Mission have partnered for Project Homekey in response to, the increasing numbers of homeless to provide Interim Housing and Permanent Supportive Housing.

The South Antelope Valley Emergency Services program provides food and other resources to persons experiencing homelessness and individuals and families at risk of homelessness. The City allocated the full 15 percent of its 2023-2024 CDBG funds and supplemented this activity with CDBG-CV funds.

Addressing the emergency shelter and transitional housing needs of homeless persons

The ultimate solution to ending homelessness is permanent housing closely aligned with supportive services that ensure housing stability can be maintained. However, because the demand for affordable housing far outpaces the region's supply, the CoC continues to rely on its emergency and transitional housing system to address the immediate needs of Los Angeles County's homeless population. To expand the options available in the community, the County's Homeless Initiative has expanded LAHSA-funded crisis housing to 24-hour facilities and has begun providing Rapid Re-Housing and Homeless Prevention funds to the community.

To address homeless needs in Palmdale among the 18-30 year old age segment, the City and Advancing Communities Together, Inc. established the Palmdale Dream Center, an 11-unit transitional housing center with congregate activities and services designed to promote continuing education and employment for residents to achieve self-sufficiency and permanent housing. The Coordinated Entry System for youth is Countywide and many of the County's strategies for addressing homelessness also have a component that prioritizes transitional age youth.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

An individual or family is considered to be at-risk of becoming homeless if it experiences extreme difficulty maintaining their housing and has no reasonable alternatives for obtaining subsequent housing. Circumstances that can cause homelessness include eviction, loss of income, insufficient income, disability, increase in the cost of housing, discharge from an institution, irreparable damage or deterioration to housing, and fleeing from family violence.

During 2023-2024, the City and Valley Oasis used HOME funds to implement the TBRA Program to provide assistance for extremely low-income elderly residents who are experiencing a severe

rent burden. In response to COVID-19 pandemic the City as a CDBG-CV program to provide emergency rental assistance, to support households experiencing economic impact as a result of the Coronavirus.

The City provided funds to South Antelope Valley Emergency Services (SAVES), which provides emergency shelter (motel vouchers) and food to eligible low-income persons, homeless persons, and emancipated youth. SAVES distributes food and clothing to individuals and households at risk of becoming homeless. SAVES provides referral services to partners for job placement, health, educational/training, and social service needs. Additionally, SAVES collaborates with local community partners to offer a continuum of services on-site by providing office space free of rent. During this program year, SAVES expanded services to provide support to the array of households experiencing economic impact from the COVID-19 pandemic. SAVES conducted drive-thru emergency services and coordinated with an array of community partners to create drive-thru resource fairs. Information provided to residents included outreach and referral to the Census, the SNAP application process, and information on housing services, including services from rental assistance to tenant rights legal assistance, as well as medical services and vaccination opportunities. SAVES utilizes volunteer workers and Los Angeles County Transitional Subsidized Employment (TSE) program participants providing the opportunity to build job skills and experience in a warehouse/food pantry setting and training in general office skills.

The City supports America's Job Center of California (AJCC) previously known as the South Valley WorkSource Center or One Stop Center centrally located in Palmdale. The Center provides comprehensive employment, training and educational services to employers and job seekers.

The Housing Rights Center uses CDBG funds to provide fair housing, tenant/landlord mediation, and legal services for residents through attorney consultations and the preparation of legal documents for the residents to represent themselves in family law and landlord/tenant actions. Some of these services are provided to prevent undue evictions that could lead to homelessness.

Palmdale is included in the Los Angeles County Development Authority's (LACDA) efforts to provide Section 8 rental assistance to extremely low- and very low-income households located within the City limits. The Section 8 program gives priority to households that are at risk of becoming homeless or currently residing in inadequate housing.

During 2023-2024, the Housing Authority of the City of Palmdale continued a contract for the Homeless Prevention and Rapid Rehousing Program utilizing Housing Asset Funds to provide short- and medium-term rental assistance and other appropriate activities for homeless prevention and rapid rehousing of persons who have become homeless. Implementation began in January 2019 and in the current year has assisted fifteen unduplicated households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In support of CoC efforts, the 2020-2024 Strategic Plan provides for the use of CDBG funds to support activities implemented by local nonprofit organizations that provide services to help prevent and eliminate homelessness, including families at risk of homelessness. The City will provide CDBG funds to South Antelope Valley Emergency Services (SAVES) and HOME funds to Valley Oasis for the Tenant Based Rental Assistance Program. HOME funds are also used to promote affordable housing development and preservation efforts. Additionally, the Homeless Prevention Rapid Rehousing Program funded by Housing Asset Funds will continue to provide assistance to rehouse households experiencing homelessness, as well as prevent individuals and families from becoming homeless. In response to COVID-19 pandemic, the City has utilized HOME funds to implement a TBRA program, and CDBG-CV funds to implement a Business Assistance Program and a Mortgage Assistance Program, Emergency Rental Assistance COVID Program, as well as supplement the SAVES program. The City is also encouraging residents to apply for other funding available in response to the Coronavirus, including the State of California's COVID Relief Rental Assistance Program.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Palmdale Housing Authority was formed in 1994 under the State of California Housing Authority Law to actively improve existing neighborhoods and develop affordable housing opportunities using local, state, and federal resources. The Palmdale Housing Authority does not administer Section 8 and does not own HUD Public Housing; however, the City is within the service area of the Los Angeles County Development Authority (LACDA) for the purposes of Section 8 and Public Housing. During the 2023-2024 program year, LACDA continued to serve the needs of residents through Section 8 vouchers and public housing.

In recognition that the U.S. Census Bureau projects that the elderly in California will have an overall increase of 112 percent from 1990 to 2020, LACDA has made changes to address the need for the growing senior population. In August of 2013, HUD approved LACDA's application to designate 13 public housing senior developments as housing for elderly families only (62 years or older).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

LACDA actively encourages residents to be involved in the organization through resident councils and active participation in housing authority decisions via surveys and other forms of engagement. LACDA also maintains quarterly newsletters for Section 8 tenants, public housing residents, and Section 8 property owners.

LACDA encourages residents to explore homeownership opportunities. LACDA currently administers the Family Self-Sufficiency (FSS) program for public conventional housing and Housing Choice Voucher program residents. The FSS program provides critical tools and supportive services to foster a resident's transition from financial and housing assistance to economic and housing self-sufficiency, most importantly homeownership.

To support this effort, LACDA utilizes marketing materials to outreach and further promote the program's requirements and benefits to all public housing residents. For families that are eligible to participate, a Contract of Participation (COP) is prepared to govern the terms and conditions of their participation, and an Individual Training Service Plan (ITSP) is created that outlines the following: supportive services to be provided, activities to be completed by the participant, and agreed upon completion dates for the services and activities. The COP is valid for five years and may be extended to allow the family to meet their ITSP goals.

Once the COP is established and the family experiences an increase in tenant rent as a result of earned income, an escrow account in their name is established and increased earned income is deposited into this account. Escrow accounts are disbursed to the family once the family has

graduated successfully from the program. Families are encouraged to utilize these funds towards educational and homeownership endeavors.

Additionally, LACDA provides residents with information on their homeownership programs.

Actions taken to provide assistance to troubled PHAs

N/A: LACDA is designated by U.S. Department of Housing and Urban Development as a High Performing Public Housing Agency.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The two primary barriers to affordable housing identified in the 2020-2024 Consolidated Plan include housing affordability and the lack of monetary resources for affordable housing. As discussed in the Consolidated Plan's Strategic Plan section, a significant portion of the monetary resources that were used for affordable housing in the past included tax increment financing through the former redevelopment agency that was eliminated as a result of changes in State policy.

To address housing affordability and the lack of monetary resources for affordable housing, the Strategic Plan called for the investment of a significant portion of CDBG and HOME funds for the development of 101 new affordable rental housing units, 56 homeownership housing units, and the rehabilitation and preservation of 5 existing affordable housing units over the five-year period of the plan. The current CDBG and HOME investments in progress or completed during this program year that will either directly impact housing affordability or make an indirect impact through support of new housing projects include:

- \$175,000 of 2023 HOME funds for the ongoing Tenant Based Rental Assistance Program to make rental housing units affordable to extremely-low-income severely cost-burdened seniors.
- \$728,678 of 2019 and 2020 HOME funds for Juniper Grove Affordable Apartments multi-family new construction project; and \$250,000 of 2019 CDBG funds to assist with site assemblance. Juniper Grove provides 99 affordable units and 2 manager units.

Although the City no longer has access to Redevelopment Housing Set-Aside funds, the City continues to successfully leverage its CDBG and HOME funds to attract private and other available public resources to create affordable housing with suitable neighborhood amenities for low- and moderate-income residents. The City worked with Meta Housing Corporation to secure Low Income Housing Tax Credits through the California Tax Credit Allocation Committee that will yield \$22,310,650 of Tax Credit Equity for the Juniper Grove Apartments project which includes 99 new affordable rental units for the current five-year Consolidated Plan period.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state, and other local sources, the high cost of housing that is not affordable to low-income people and the lack of availability of home improvement financing in the private lending industry. To address these obstacles, the City invested CDBG and

HOME funds through the 2023-2024 Action Plan in projects that will support the development of new rental housing units, provide Tenant Based Rental Assistance to extremely low-income and cost-burdened seniors, rental assistance to households economically impacted by Coronavirus, and projects that provide public services to low- and moderate-income people to prevent homelessness. To address underserved needs, 97.66 percent of the City's 2022-2024 expenditure of CDBG and HOME funds (excluding Section 108 Debt Service and Administration) was for projects that benefit low- and moderate-income people.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the rehabilitation of housing units built prior to January 1, 1978, includes a lead-based paint testing and risk assessment. Where lead-based paint is identified, the City ensures that developers and contractors incorporate safe work practices or abate the lead-based paint as part of the scope of work to effectively reduce lead-based paint hazards to children in accordance with 24 CFR Part 35.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The implementation of CDBG and HOME activities meeting the goals established in the 2020-2024 Consolidated Plan - Strategic Plan and the 2023-2024 Action Plan addressed the needs of poverty-level families and made strategic investments to reduce the number of poverty-level families in the future by:

- Supporting activities that expand the supply of housing that is affordable to low- and moderate-income households, such as the Juniper Grove Affordable Housing Project;
- Supporting activities that ensure equal access to housing opportunities such as Fair Housing Services provided by the Housing Rights Center;
- Supporting a continuum of housing and public service programs to prevent and eliminate homelessness through the South Antelope Valley Emergency Services program (including the supplemental activity in response to COVID-19 Pandemic), two TBRA programs (one operated by Valley Oasis and providing assistance to senior households and one providing emergency rental assistance to households economically impacted by COVID-19 pandemic); as well as a mortgage assistance program providing mortgage relief in response to the Coronavirus; and
- Supporting activities that improve public facilities and infrastructure including the investment of over \$2.1 million of CDBG funds in projects completed or underway during this program year.

In addition to these efforts, mainstream state and federal resources also contributed to reducing the number of individuals and families in poverty. Federal programs such as the Earned Income

Tax Credit and Head Start provided Palmdale residents with pathways out of poverty as they pursued employment and educational opportunities.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional delivery system in Palmdale is high-functioning and collaborative—particularly the relationship between local government and the nonprofit sector comprised of a network of capable non-profit organizations that are delivering a full range of services to residents. Strong City departments anchor the administration of HUD grant programs and the housing, community and economic development activities that are implemented by the City.

In order to support and enhance the existing institutional structure, the City of Palmdale collaborated with affordable housing developers and nonprofit agencies receiving CDBG and HOME funds through the 2023-2024 Action Plan to ensure that the needs of low- and moderate-income residents were met as envisioned within the 2020-2024 Consolidated Plan - Strategic Plan.

Efforts to enhance the institutional delivery system included continued implementation of the Tenant Based Rental Assistance Program in partnership with Valley Oasis that uses HOME funds and continued work with Advancing Communities Together. These critical partnerships significantly enhance the City's ability to implement the 2020-2024 Consolidated Plan - Strategic Plan.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

To enhance coordination between public and private housing and social service agencies, the City continued consulting with and inviting the participation of a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents in Palmdale- particularly the low- and moderate-income areas. Representatives of the Department of Neighborhood Services participated in Antelope Valley Coalition meetings and South Antelope Valley Emergency Services coordinated its efforts with Valley Oasis and the Los Angeles Homeless Services Authority, the Continuum of Care Lead Agency.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

The 2020 Analysis of Impediments to Fair Housing Choice (AI) adopted by the Palmdale City Council on June 2, 2020, included three impediments to fair housing choice in the 2020-2024 Fair Housing Plan. During the 2023-2024 program year, the City of Palmdale Department of Neighborhood Services and the Housing Rights Center affirmatively furthered fair housing choice through the implementation of recommendations contained within the Fair Housing Plan.

Impediment No. 1: Discrimination against Persons With Disabilities

The AI revealed that physical and mental disability fair housing discrimination complaints are the most common basis for fair housing discrimination complaints in Palmdale. To address the lack of understanding and sensitivity to the fair housing needs of physically and mentally disabled people, the City contracted with Housing Rights Center to provide virtual workshops in Palmdale and throughout the region that were geared toward disabled housing issues including reasonable accommodation and emphasizing that landlords may not refuse to rent on the basis of disability or any arbitrary factor. These workshops specifically addressed the housing needs and rights of persons with disabilities by expanding the base of knowledge concerning specific types of housing discrimination against the mentally and physically disabled.

Impediment No. 2: Lack of Awareness of Fair Housing Laws

The AI confirmed that there continues to be a lack of knowledge of fair housing rights and responsibilities among Palmdale residents and housing providers. Data supplied by the Housing Rights Center indicated that the number of fair housing discrimination complaints in Palmdale remained steady for the fiscal years ending June 30, 2014, and for the period from 2015-2019 with an average of 29 complaints per year. As a result, the Fair Housing Plan within the AI recommended enhanced outreach efforts to real estate professionals with fair housing questions or concerns in Palmdale and the region, as well as continuation of existing City efforts to increase participation in fair housing education workshops for prospective homebuyers, renters, and providers of housing such as multifamily management companies, independent landlords and real estate agents or brokers.

During the 2023-2024 program year, the City contracted with Housing Rights Center to provide virtual and in-person workshops in Palmdale and throughout the region. The City also worked with the Housing Rights Center to expand community participation including outreach efforts regarding fair housing workshops to renters and property managers/owners to make them aware that these workshops are available at no charge. Outreach events included an online workshop for landlords and tenants, as well as daily assistance for tenants and landlords impacted by COVID-19 pandemic. The Housing Rights Center displayed literature at the Public Library and other high traffic areas of the City, including the Department of Neighborhood Services building and at SAVES, on the SAVES and on social media pages, as well as posting an array of items on the City's website for ease of access during the pandemic. Fair Housing public service announcements were also played throughout the year several times a month on the City's public access channel and frequent postings on the Housing Rights Center Facebook and Twitter pages.

Impediment No. 3: Race/Ethnic Relations

Race/ethnic relations may contribute to bias or stereotypes that have an impact on Fair Housing Choice. Fair housing complaint data from 2006-2009 indicated that race/ethnicity was the second-leading cause of housing discrimination in the City. Between 2008-2012 there were

between six and 17 hate crimes per year reported to the Federal Bureau of Investigation (FBI) between 2016-2020 the FBI reported a total of 14 hate crimes during that period. Of those 14, 12 of those hate crimes were on the basis of race, ethnicity, or ancestry and two were on the basis of religion.

The AI recommended that the City, in partnership with community nonprofits, fair housing organizations, other government agencies and special districts, provide public information programs disseminating information on fair housing laws, inclusion and diversity.

Outreach and education efforts include developing and distributing written materials and public service announcements that describe the applicable laws that protect against housing discrimination and ways to prevent housing injustices. These materials are provided for distribution at fair housing workshops for residents, apartment owners, and property managers, at fair housing information booths at local community events, available at City offices, provided to local agencies, and included in information provided as part of the Partners Against Crime (PAC) crime free multi-family housing certification process.

For the past 23 years, the City of Palmdale has been a supporter of multicultural events throughout the City. These events take place throughout the year. The events include Cesar Chavez Day, held in March 2024; AV Taco Festival, held June 2024, Juneteenth held in June 2024; SALVA Hispanic Heritage Festival, held in September 2024; Dia de Los Muertos Festival, held in November 2024; Sam Roman Banda Concert held June 2024.

City staff has conducted other outreach efforts in the community to support organizations and programs fostering tolerance or race relations. The City is also in its eighteenth year conducting its Partners Academy, an eight-week course that educates residents on all aspects of city operations from public safety, finance, economic development, and community relations. Participants have the chance to directly engage with the Mayor and City Manager to discuss pressing issues such as race relations and community conflicts. To date, 394 residents have completed the program, with the upcoming fall class set to welcome 40 new participants.

The Los Angeles County Sheriff's Department is leading several efforts to bridge Sheriff and community relations. Additionally, in March 2012 the Palmdale Station Captain created a Community Advisory Committee to foster stronger relationships between the community and the Sheriff's Department. The committee is made up of members of the community who represent various racial and ethnic demographics, faith-based organizations, and community organizations and continues to serve as a sounding board to the Captain on issues of concern to the community.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To ensure that CDBG, HOME, and CDBG-CV funds were used efficiently and in compliance with applicable regulations, the City provided technical assistance to all subrecipients at the beginning of the program year. The City has been working with the compliance staff for each subrecipient to conduct internal monitoring and provide virtual technical assistance.

Technical Assistance

To enhance compliance with federal program regulations, the Department of Neighborhood Services made technical assistance available to prospective applicants for any CDBG or HOME Notice of Funding Availability (NOFA) upon request to review the Strategic Plan goals, program requirements, and available resources with potential applicants. Technical assistance was provided to six prospective applicants. Additionally, technical assistance was provided during the implementation of CDBG, HOME, and CDBG-CV-funded projects to ensure that appropriate resources were provided in furtherance of compliance with the program regulations.

Activity Monitoring

All activities were monitored, beginning with a detailed review upon receipt of the application to determine eligibility, conformance with a National Objective, and conformance with a Strategic Plan goal. This review also examined the proposed use of funds, eligibility of the service area, eligibility of the intended beneficiaries, and likelihood of compliance with other federal requirements such as the National Environmental Policy Act, the System for Award Management (SAM) debarment list, prevailing wage, Minority and Women Business Enterprise, Section 3 and federal acquisition and relocation regulations, as applicable.

Subrecipients submitted an audit and other documentation to establish their capacity, and any findings noted in the audit are reviewed. Subsequent to entering into a written agreement, staff and consultants performed periodic desk monitoring including ongoing review of required performance reports and documentation to substantiate CDBG and HOME expenditures. For the CDBG public service activity implemented by South Antelope Valley Emergency Services, the 2023-2024 monitoring visit is in process.

For Juniper Grove Affordable Housing project monitoring of Davis-Bacon, Minority and Women's Business Enterprise (MBE/WBE) and Section 3 requirements will be conducted through an MOU with the Los Angeles County Development Authority, and monitored by LDM Associates, Inc. LDM Associates, Inc. will also resume monitoring of CDBG Capital Projects to determine the adequacy of implementation by the Department of Public Works and its consultants. For HOME funded

activities, annual monitoring of tenant files is in process to ensure that for renter occupied units, household income, rents and utility allowances are in compliance with applicable limits pursuant to the affordability covenant.

Subsequent to entering into a written agreement, staff and consultants performed periodic desk monitoring including ongoing review of required documentation to substantiate CDBG-CV expenditures.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City's adopted Citizen Participation Plan, a public notice was published in the Antelope Valley Press in English and in Spanish on August 20, 2024, notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 15-day public review and comment period. A copy of the public notices is included in Appendix A.

The draft CAPER was available on the City website and at the following locations:

City Hall: Administration Building
38300 Sierra Hwy
Palmdale, California 93550

Department of Neighborhood Services, Housing Division
38250 Sierra Highway, 2nd Floor
Palmdale, California 93550

Palmdale Public Library
700 East Palmdale Blvd.
Palmdale, California 93550

A public hearing was conducted before the City Council on Wednesday, September 4, 2024, to solicit comments from residents and interested parties. A summary of any written or oral comments received during the public hearing is included in Appendix B.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

On March 4, 2020, the Los Angeles County Board of Supervisors and the Department of Public Health declared a local and public health emergency in response to the increased spread of coronavirus across the country. On March 11, 2020, the City of Palmdale started a phased mitigation approach to delay the spread of the virus, including postponing or canceling all non-essential activities. On March 17, 2020, the City of Palmdale (City) declared a State of Emergency in the City of Palmdale in response to the increasing threat of Coronavirus (COVID-19) throughout Los Angeles County, the state, and the country.

The City approved a substantial amendment to the 2019 Action Plan on June 2, 2020, for the first tranche of CDBG-CV resources (\$935,276) and on February 2, 2021 for the second tranche of CDBG-CV resources (\$997,619). The City began planning for CDBG-CV funded activities at the end of the FY2020-2021 program year and launched the programs at the beginning of FY2020-2021 program year to prepare for, respond to, and prevent Coronavirus. The programs continued through the FY 2023-2024 program year.

Combined, the CDBG and CDBG-CV funds are making a significant impact on strategies to address the high priority needs identified in the community. As shown in Figure 1 in section CR-05 of this document, CDBG and CDBG-CV funds are contributing to all the Strategic Plan goals including Fair Housing Services, Homelessness Prevention and Assistance, Public Facilities and Infrastructure Improvements, Economic Opportunity, Affordable Housing, COVID-19 Response, and Planning and Administration.

Fair Housing Services

The Fair Housing Services activity provided \$38,620 to Housing Rights Center for the provision of fair housing outreach, education, and enforcement activities, including landlord-tenant matters. During the program year, this activity was below its service goal of 300 people, serving 270 people. In response to the COVID-19 pandemic, Housing Rights Center switched their entire operation to a virtual platform. This format has made fair housing services more accessible.

Homelessness Prevention and Assistance

To support a continuum of services in the Antelope Valley to prevent and eliminate homelessness including but not limited to emergency services, homeless prevention programs, case management and transitional housing, the City's South Antelope Valley Emergency Services program served 178,625 persons within the residential low-moderate areas within the City of Palmdale. In March 2020 the County Department of

Public Health issued a State of Emergency and ordered all non-essential business to close due to the COVID-19 Pandemic. On March 16, 2020, SAVES adopted the COVID-19 National Emergency model to become an emergency-only food distribution center. SAVES re-designed from client-choice to a no-contact drive-thru. SAVES also coordinated with local churches and community group volunteers to deliver emergency food to shut-in senior residents. During this period, SAVES worked hard to provide food services on an emergency basis to 1) comply with Public Health orders of that period of time; and 2) expand the mission of SAVES to provide emergency services to Palmdale residents impacted by COVID-19 while keeping both staff and the public safe and healthy.

Public Facilities and Infrastructure

To improve City of Palmdale public facilities and infrastructure to benefit low- and moderate-income people or those presumed under HUD regulations to be low- and moderate-income such as elderly people and disabled adults as well as residents of low- and moderate-income housing, the City invested a large portion of its CDBG resources to address this Strategic Plan goal. The public facilities and infrastructure activity with measurable accomplishment goals (excludes Section 108 Debt Service) is a multi-year project that remained in progress as of June 30, 2024. Given the nature of the improvements being undertaken, many of these projects require implementation over multiple program years.

Economic Opportunity

In response to COVID-19 Pandemic, the City prioritized economic opportunity activities. During 2021 two rounds of funding for the Business Assistance Program were made available to the community. The program provides microenterprise businesses with up to \$10,000 in grant funds for reimbursement of eligible expenditures. The program was funded with both entitlement CDBG and CDBG-CV funds. The program has ended and no microenterprise businesses were assisted in the current program year.

Affordable Housing

To support the goal of affordable housing the City is using CDBG funds to assist with site assemblance on the Juniper Grove Affordable Apartment project.

In response to COVID-19 Pandemic, the City provided mortgage assistance program to economically impacted low- and moderate-income households. During 2021 the program provided up to \$6,000 for up to 6 consecutive months of mortgage assistance. The program has ended, and no eligible households were assisted in the current program year. Households were encouraged to apply for the California State COVID Mortgage Relief Program. During the 2024 program year, CDBG CV funds were used for the

Emergency Rental Assistance Program and 7 households were assisted. In addition, households were encouraged to apply for the California State COVID Rent Relief Program.

COVID-19 Response

The City has worked tirelessly to prepare for, respond to, and prevent Coronavirus. The CDBG-CV funds have made a significant impact in these efforts. As detailed above, CDBG-CV funds have been used to support microenterprise businesses, households economically impacted by COVID-19, and to support the expanded homelessness and prevention services available at SAVES.

The 2023-2024 CAPER shows a number of activities in progress and completed. The Q-12 ADA Sidewalk is anticipated that the project will be complete near the end of program year 2023-2024. Juniper Grove was completed in 2024 CDBG was closed in June 2024 and HOME is awaiting final close out.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Maintaining HOME-assisted affordable housing is a high priority. During the program year, the City started the process of inspecting the tenant files for HOME-assisted properties.

- Whispering Palms – 76 units – Monitoring completed. No issues found.
- Summer Terrace – 80 units – Monitoring Complete.
- Palo Verde Terrace – 78 units – Monitoring complete.
- Wright Brothers Court – 156 units – Inspection completed and monitoring in progress.
- Palmdale Dream Center – 11 units – Inspection completed and desk monitoring in progress.
- Q-2 Duplex – 2 units – Monitoring complete.
- Courson Arts Colony East – 5 units – Inspection completed and desk monitoring in progress.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units.

92.351(b)

Each of the HOME-assisted properties with five or more units maintains an Affirmative Fair Housing Marketing Plan. The annual Affirmative Fair Housing Marketing Report is typically reviewed during annual monitoring to ensure compliance with HUD requirements to affirmatively further fair housing choices. Each of the HOME-assisted properties with monitoring completed in the current program year was in compliance.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

According to the PR-09 report for the HOME program, the City of Palmdale received \$0 in program income during the 2023 program year.

Describe other actions taken to foster and maintain affordable housing. 91.220(k)

In the implementation of the 2023-2024 Action Plan, the City invested HOME funds to preserve and maintain affordable housing by partnering with development partners and nonprofit service providers to support the development of new rental housing units and to provide rental assistance. CDBG funds were invested in infrastructure and other public facilities improvements projects necessary to provide suitable infrastructure and neighborhood amenities to support the creation of decent affordable housing.



CITY OF PALMDALE

2023/2024

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2023 THROUGH JUNE 30, 2024

APPENDIX A
Public Notices
(to be submitted to HUD)

CITY OF PALMDALE
NOTICE OF PUBLIC REVIEW AND PUBLIC HEARING
DRAFT CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)
FOR FISCAL YEAR 2023-2024

Pursuant to the United States Department of Housing and Urban Development (HUD) regulations, the City of Palmdale has prepared the draft Consolidated Annual Performance Evaluation Report (CAPER) for the Fiscal Year 2023-2024 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). The CAPER provides an assessment of the City's performance in meeting Fiscal Year 2023-2024 housing and community development goals as outlined in the previously adopted Fiscal Year 2023-2024 One Year Action Plan (as amended). Additionally, the CAPER discusses changes the City anticipates making in the upcoming year as a result of the assessment of Fiscal Year 2023-2024 annual performance.

In compliance with the City's approved Citizen Participation Plan and the Consolidated Plan implementing regulation 24 CFR 91.105, this notice is given to invite public review and comment of the City of Palmdale's Draft 2023-2024 CAPER. This document can be reviewed at the following locations:

- City of Palmdale Department of Neighborhood Services, 38250 Sierra Highway, 2nd Floor.
(661) 267-5126. 7:30 a.m. to 6:00 p.m. (Monday-Thursday)
- City of Palmdale Public Library, 700 East Palmdale Blvd. (661) 267-5600
10:00 a.m. to 8:00 p.m. (Monday-Thursday); 10:00 a.m. to 5:00 p.m. (Friday-Saturday);
1:00 p.m. to 5:00 p.m. (Sunday)
- City of Palmdale Administration Building, 38300 Sierra Highway (661) 267-5100
7:30 a.m. to 6:00 p.m. (Monday-Thursday)
- www.cityofpalmdaleca.gov

The CAPER draft will be available for public review from August 20, 2024 to September 4, 2024. Individuals wishing to express their views concerning the above-referenced document may provide written comments to the City on or before 2:00 p.m. on September 4, 2024 to the City of Palmdale, Neighborhood Services Department, 38250 Sierra Highway, Palmdale, CA 93550.

The City Council will hold a public hearing on September 4, 2024, at 5:00 p.m. at City Council Chambers, 38300 Sierra Highway, Palmdale, California. For more information, please contact Becky Bartlett, Neighborhood Services Department at (661) 267-5126.

It is the objective of the City to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA) of 1990 and the ADA Amendment Act of 2008, the Fair Housing Act, the Architectural Barriers Act, and the City's adopted Limited English Proficiency Plan (LEP) in all respects. If you require public documents in an accessible format, the City will make reasonable efforts to accommodate your request. If you require a reasonable accommodation to attend or participate in a hearing or meeting, including auxiliary aids or translation services, please contact the City Clerk's Office at least 48 hours prior to the meeting at (661) 267-5151.

Roxanne Faber
City Clerk
Published August 20, 2024

AYUNTAMIENTO DE LA CIUDAD DE PALMDALE
AVISO DE REVISIÓN Y AUDIENCIA PÚBLICAS
BORRADOR DEL REPORTE DE LA EVALUACIÓN DEL RENDIMIENTO ANUAL CONSOLIDADO
(CAPER) PARA EL AÑO FISCAL 2023-2024

En conformidad con los reglamentos del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD), el Ayuntamiento de la Ciudad de Palmdale ha preparado el borrador del Reporte de la Evaluación del Rendimiento y Desempeño Anual Consolidado (CAPER, por sus siglas en inglés) del Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) y del Programa de Asociación para Inversiones en Vivienda HOME del Año Fiscal 2023-2024. El CAPER proporciona una evaluación del desempeño y rendimiento del Ayuntamiento de las metas establecidas para la vivienda y desarrollo comunitario durante el Año Fiscal 2023-2024 tal y como se delineó en el Plan de Desempeño Anual 2023-2024 previamente adoptado y tal como se haya enmendado. Este reporte a su vez expone cambios que el Ayuntamiento anticipa llevar a cabo durante los subsecuentes años debido al resultado de la evaluación del rendimiento anual del Año Fiscal 2023-2024.

Conforme al Plan de Participación Ciudadana aprobado y con la regla de implementación del Plan Consolidado 24 CFR 91.105, por medio de este aviso se invita al público a la revisión pública y comentarios del Borrador del CAPER 2023-2024 del Ayuntamiento de la Ciudad de Palmdale. Dicho documento puede ser revisado en los siguientes lugares:

- Ayuntamiento de la Ciudad de Palmdale, Departamento de Servicios para Vecindarios, 38250 Sierra Highway, (661) 267-5400 7:30 A.M. a 6:00 P.M. (Lunes-Jueves)
- Biblioteca Pública de la Ciudad de Palmdale, 700 East Palmdale Blvd. (661) 267-5600 10:00 A.M. a 8:00 P.M. (Lunes-Jueves); 10:00 A.M. a 5:00 P.M. (Viernes-Sábado); 1:00 P.M. a 5:00 P.M. (Domingo)
- Ayuntamiento de la Ciudad de Palmdale, Edificio Administración, 38300 Sierra Highway (661) 267-5100 7:30 A.M. a 6:00 P.M. (Lunes-Jueves)
- www.cityofpalmdaleca.gov

El borrador del CAPER estará disponible para revisión pública del 20 de agosto de 2024 al 4 de septiembre de 2024. Los individuos que deseen expresar sus puntos de vista sobre los documentos mencionados anteriormente pueden enviar comentarios por escrito al Ayuntamiento de la ciudad antes de las 2:00 P.M. el 4 de septiembre de 2024 al Ayuntamiento la Ciudad de Palmdale, Departamento de Servicios para Vecindarios 38250 Sierra Highway, Palmdale, CA 93550.

El Concejo Municipal del Ayuntamiento celebrará ambas audiencias públicas el 4 de septiembre de 2024 a las 5:00 P.M. en la Cámara del Concejo Municipal del Ayuntamiento, 38300 Sierra Highway, Palmdale, California. Para obtener mayor información, comuníquese con Becky Bartlett del Departamento de Servicios para Vecindarios al (661) 267-5126.

El Ayuntamiento tiene como objetivo cumplir en todos sus aspectos con respecto a la Sección 504 de la Ley de Rehabilitación de 1973, tal y como se enmendó, la Ley de Americanos con Discapacidades (ADA) de 1990 y la Ley de Enmienda a ADA del 2008, la Ley de Vivienda Justa, y la Ley de Barreras Arquitectónicas, y al Plan de Dominio del Idioma Inglés adoptado por el Ayuntamiento (LEP, por sus siglas en inglés). Si usted necesita documentos públicos en un formato accesible, el Ayuntamiento hará lo posible dentro de lo razonable para dar cabida a su petición. Si usted requiere acomodo especial para asistir o participar en una audiencia o junta, incluyendo aparatos auxiliares o servicios, por favor comuníquese a la Oficina del Secretario Municipal por lo menos 48 horas antes de la junta al (661) 267-5151.

Roxanne Faber
Secretario Municipal
Agosto 20, 2024



CITY OF PALMDALE

2023/2024

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2023 THROUGH JUNE 30, 2024

APPENDIX B

Summary of Citizen Participation Comments

Summary of Public Comments
Palmdale City Council Meeting
Public Hearing
September 4, 2024

Comments

Comments pending Public Hearing



CITY OF PALMDALE

2023/2024

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2023 THROUGH JUNE 30, 2024

APPENDIX C
IDIS Reports
(to be submitted to HUD)



PART I: SUMMARY OF CDBG RESOURCES

| | |
|---|--------------|
| 01 UNEXPENDED CDBG FUNDS AT END OF PREVIOUS PROGRAM YEAR | 1,109,280.12 |
| 02 ENTITLEMENT GRANT | 1,433,847.00 |
| 03 SURPLUS URBAN RENEWAL | 0.00 |
| 04 SECTION 108 GUARANTEED LOAN FUNDS | 0.00 |
| 05 CURRENT YEAR PROGRAM INCOME | 4,000.00 |
| 05a CURRENT YEAR SECTION 108 PROGRAM INCOME (FOR SI TYPE) | 0.00 |
| 06 FUNDS RETURNED TO THE LINE-OF-CREDIT | 0.00 |
| 06a FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT | 0.00 |
| 07 ADJUSTMENT TO COMPUTE TOTAL AVAILABLE | 0.00 |
| 08 TOTAL AVAILABLE (SUM, LINES 01-07) | 2,547,127.12 |

PART II: SUMMARY OF CDBG EXPENDITURES

| | |
|--|--------------|
| 09 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION | 451,517.66 |
| 10 ADJUSTMENT TO COMPUTE TOTAL AMOUNT SUBJECT TO LOW/MOD BENEFIT | (96,748.17) |
| 11 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 09 + LINE 10) | 354,769.49 |
| 12 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION | 138,487.98 |
| 13 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS | 327,399.63 |
| 14 ADJUSTMENT TO COMPUTE TOTAL EXPENDITURES | (35,624.94) |
| 15 TOTAL EXPENDITURES (SUM, LINES 11-14) | 785,032.16 |
| 16 UNEXPENDED BALANCE (LINE 08 - LINE 15) | 1,762,094.96 |

PART III: LOWMOD BENEFIT THIS REPORTING PERIOD

| | |
|--|-------------|
| 17 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS | 0.00 |
| 18 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING | 0.00 |
| 19 DISBURSED FOR OTHER LOW/MOD ACTIVITIES | 424,119.27 |
| 20 ADJUSTMENT TO COMPUTE TOTAL LOW/MOD CREDIT | (69,349.78) |
| 21 TOTAL LOW/MOD CREDIT (SUM, LINES 17-20) | 354,769.49 |
| 22 PERCENT LOW/MOD CREDIT (LINE 21/LINE 11) | 100.00% |

LOW/MOD BENEFIT FOR MULTI-YEAR CERTIFICATIONS

| | |
|---|----------------------------|
| 23 PROGRAM YEARS(PY) COVERED IN CERTIFICATION | PY: 2022 PY: 2023 PY: 2024 |
| 24 CUMULATIVE NET EXPENDITURES SUBJECT TO LOW/MOD BENEFIT CALCULATION | 2,767,129.02 |
| 25 CUMULATIVE EXPENDITURES BENEFITING LOW/MOD PERSONS | 2,702,495.80 |
| 26 PERCENT BENEFIT TO LOW/MOD PERSONS (LINE 25/LINE 24) | 97.66% |

PART IV: PUBLIC SERVICE (PS) CAP CALCULATIONS

| | |
|---|--------------|
| 27 DISBURSED IN IDIS FOR PUBLIC SERVICES | 269,317.90 |
| 28 PS UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR | 0.00 |
| 29 PS UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR | 84,649.05 |
| 30 ADJUSTMENT TO COMPUTE TOTAL PS OBLIGATIONS | 35,434.15 |
| 31 TOTAL PS OBLIGATIONS (LINE 27 + LINE 28 - LINE 29 + LINE 30) | 220,103.00 |
| 32 ENTITLEMENT GRANT | 1,433,847.00 |
| 33 PRIOR YEAR PROGRAM INCOME | 33,508.00 |
| 34 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PS CAP | 0.00 |
| 35 TOTAL SUBJECT TO PS CAP (SUM, LINES 32-34) | 1,467,355.00 |
| 36 PERCENT FUNDS OBLIGATED FOR PS ACTIVITIES (LINE 31/LINE 35) | 15.00% |

PART V: PLANNING AND ADMINISTRATION (PA) CAP

| | |
|--|--------------|
| 37 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION | 138,487.98 |
| 38 PA UNLIQUIDATED OBLIGATIONS AT END OF CURRENT PROGRAM YEAR | 0.00 |
| 39 PA UNLIQUIDATED OBLIGATIONS AT END OF PREVIOUS PROGRAM YEAR | 42,823.45 |
| 40 ADJUSTMENT TO COMPUTE TOTAL PA OBLIGATIONS | 12,723.95 |
| 41 TOTAL PA OBLIGATIONS (LINE 37 + LINE 38 - LINE 39 +LINE 40) | 108,388.48 |
| 42 ENTITLEMENT GRANT | 1,433,847.00 |
| 43 CURRENT YEAR PROGRAM INCOME | 4,000.00 |
| 44 ADJUSTMENT TO COMPUTE TOTAL SUBJECT TO PA CAP | 0.00 |
| 45 TOTAL SUBJECT TO PA CAP (SUM, LINES 42-44) | 1,437,847.00 |
| 46 PERCENT FUNDS OBLIGATED FOR PA ACTIVITIES (LINE 41/LINE 45) | 7.54% |



LINE 17 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 17

No data returned for this view. This might be because the applied filter excludes all data.

LINE 18 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 18

| Plan Year | IDIS Project | IDIS | Activity | Activity Name | Matrix Code | National Objective | Drawn Amount |
|-----------|--------------|------|----------|---------------------------------|-------------|--------------------|--------------|
| 2019 | 8 | 269 | | Juniper Grove Apartments - CDBG | 01 | LMH | \$25,000.00 |
| | | | | | 01 | Matrix Code | \$25,000.00 |

Total

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

| Plan Year | IDIS Project | IDIS | Activity | Voucher Number | Activity Name | Matrix Code | National Objective | Drawn Amount |
|-----------|--------------|------|----------|----------------|--|-------------|--------------------|--------------|
| 2020 | 6 | 299 | | 6790288 | Legacy Commons ADA Access | 03A | LMC | \$54,301.85 |
| 2020 | 6 | 299 | | 6801029 | Legacy Commons ADA Access | 03A | LMC | \$3,284.50 |
| | | | | | | 03A | Matrix Code | \$57,586.35 |
| 2018 | 5 | 260 | | 6790288 | ADA Compliance- Q-12 | 03L | LMA | \$75,996.07 |
| 2018 | 5 | 260 | | 6801029 | ADA Compliance- Q-12 | 03L | LMA | \$20,047.74 |
| 2018 | 5 | 260 | | 6822878 | ADA Compliance- Q-12 | 03L | LMA | \$540.55 |
| 2018 | 5 | 260 | | 6854626 | ADA Compliance- Q-12 | 03L | LMA | \$630.66 |
| | | | | | | 03L | Matrix Code | \$97,215.02 |
| 2022 | 5 | 307 | | 6790288 | South Antelope Valley Emergency Services (SAVES) | 05W | LMA | \$84,649.05 |
| 2023 | 5 | 316 | | 6822878 | South Antelope Valley Emergency Services (SAVES) | 05W | LMC | \$78,207.19 |
| 2023 | 5 | 316 | | 6854626 | South Antelope Valley Emergency Services (SAVES) | 05W | LMC | \$14,103.48 |
| 2023 | 5 | 316 | | 6884219 | South Antelope Valley Emergency Services (SAVES) | 05W | LMC | \$56,285.12 |
| 2023 | 5 | 316 | | 6913697 | South Antelope Valley Emergency Services (SAVES) | 05W | LMC | \$36,073.06 |
| | | | | | | 05W | Matrix Code | \$269,317.90 |

Total

LINE 27 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 27

| Plan Year | IDIS Project | IDIS | Activity | Voucher Number | Activity to prevent, prepare for, and respond to Coronavirus | Grant Number | Fund Type | Matrix Code | National Objective | Drawn Amount |
|-----------|--------------|------|----------|----------------|--|--------------|-----------|-------------|--------------------|--------------|
| 2022 | 5 | 307 | | 6790288 | No | B22MC060581 | EN | 05W | LMA | \$84,649.05 |
| 2023 | 5 | 316 | | 6822878 | Yes | B23MC060581 | EN | 05W | LMC | \$78,207.19 |
| 2023 | 5 | 316 | | 6854626 | Yes | B23MC060581 | EN | 05W | LMC | \$14,103.48 |
| 2023 | 5 | 316 | | 6884219 | Yes | B23MC060581 | EN | 05W | LMC | \$56,285.12 |
| 2023 | 5 | 316 | | 6913697 | Yes | B23MC060581 | EN | 05W | LMC | \$36,073.06 |
| | | | | | No | | | 05W | Matrix Code | \$269,317.90 |
| | | | | | Yes | | | | | \$84,649.05 |
| | | | | | | | | | | \$184,668.85 |

Total

LINE 37 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 37

| Plan Year | IDIS Project | IDIS | Activity | Voucher Number | Activity Name | Matrix Code | National Objective | Drawn Amount |
|-----------|--------------|------|----------|----------------|----------------------------------|-------------|--------------------|--------------|
| 2022 | 4 | 306 | | 6790288 | Fair Housing Services | 21A | | \$25,746.64 |
| 2022 | 9 | 304 | | 6790288 | CDBG Planning and Administration | 21A | | \$15,731.34 |
| 2022 | 9 | 304 | | 6801029 | CDBG Planning and Administration | 21A | | \$1,345.47 |
| 2023 | 4 | 317 | | 6854626 | Fair Housing Services | 21A | | \$12,873.32 |
| 2023 | 4 | 317 | | 6884219 | Fair Housing Services | 21A | | \$9,654.99 |
| 2023 | 4 | 317 | | 6913697 | Fair Housing Services | 21A | | \$6,436.66 |
| 2023 | 8 | 318 | | 6822878 | CDBG Planning and Administration | 21A | | \$11,788.71 |
| 2023 | 8 | 318 | | 6854626 | CDBG Planning and Administration | 21A | | \$25,275.03 |
| 2023 | 8 | 318 | | 6884219 | CDBG Planning and Administration | 21A | | \$10,865.33 |
| 2023 | 8 | 318 | | 6913697 | CDBG Planning and Administration | 21A | | \$18,770.49 |
| | | | | | | 21A | Matrix Code | \$138,487.98 |

Total

**PART I: SUMMARY OF CDBG-CV RESOURCES**

| | |
|---|--------------|
| 01 CDBG-CV GRANT | 1,932,895.00 |
| 02 FUNDS RETURNED TO THE LINE-OF-CREDIT | 0.00 |
| 03 FUNDS RETURNED TO THE LOCAL CDBG ACCOUNT | 0.00 |
| 04 TOTAL CDBG-CV FUNDS AWARDED | 1,932,895.00 |

PART II: SUMMARY OF CDBG-CV EXPENDITURES

| | |
|--|--------------|
| 05 DISBURSEMENTS OTHER THAN SECTION 108 REPAYMENTS AND PLANNING/ADMINISTRATION | 1,334,509.91 |
| 06 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION | 183,573.50 |
| 07 DISBURSED IN IDIS FOR SECTION 108 REPAYMENTS | 0.00 |
| 08 TOTAL EXPENDITURES (SUM, LINES 05 - 07) | 1,518,083.41 |
| 09 UNEXPENDED BALANCE (LINE 04 - LINE8) | 414,811.59 |

PART III: LOWMOD BENEFIT FOR THE CDBG-CV GRANT

| | |
|--|--------------|
| 10 EXPENDED FOR LOW/MOD HOUSING IN SPECIAL AREAS | 0.00 |
| 11 EXPENDED FOR LOW/MOD MULTI-UNIT HOUSING | 0.00 |
| 12 DISBURSED FOR OTHER LOW/MOD ACTIVITIES | 1,334,509.91 |
| 13 TOTAL LOW/MOD CREDIT (SUM, LINES 10 - 12) | 1,334,509.91 |
| 14 AMOUNT SUBJECT TO LOW/MOD BENEFIT (LINE 05) | 1,334,509.91 |
| 15 PERCENT LOW/MOD CREDIT (LINE 13/LINE 14) | 100.00% |

PART IV: PUBLIC SERVICE (PS) CALCULATIONS

| | |
|---|--------------|
| 16 DISBURSED IN IDIS FOR PUBLIC SERVICES | 1,227,227.73 |
| 17 CDBG-CV GRANT | 1,932,895.00 |
| 18 PERCENT OF FUNDS DISBURSED FOR PS ACTIVITIES (LINE 16/LINE 17) | 63.49% |
| PART V: PLANNING AND ADMINISTRATION (PA) CAP | |
| 19 DISBURSED IN IDIS FOR PLANNING/ADMINISTRATION | 183,573.50 |
| 20 CDBG-CV GRANT | 1,932,895.00 |
| 21 PERCENT OF FUNDS DISBURSED FOR PA ACTIVITIES (LINE 19/LINE 20) | 9.50% |



LINE 10 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 10

No data returned for this view. This might be because the applied filter excludes all data.

LINE 11 DETAIL: ACTIVITIES TO CONSIDER IN DETERMINING THE AMOUNT TO ENTER ON LINE 11

No data returned for this view. This might be because the applied filter excludes all data.

LINE 12 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 12

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name | Matrix Code | National Objective | Drawn Amount |
|--------------|--------------|---------------|--|---|-------------|--------------------|-----------------------|
| 2020 | 4 | 273 | 6547952 | South Antelope Valley Emergency Services (SAVES) | 05W | LMA | \$270,016.53 |
| | 9 | 289 | 6513418 | Mortgage Assistance Program | 05Q | LMC | \$219,576.90 |
| | | | 6547952 | Mortgage Assistance Program | 05Q | LMC | \$19,875.82 |
| | | | 6591399 | Mortgage Assistance Program | 05Q | LMC | \$8,176.78 |
| | | | 6655710 | Mortgage Assistance Program | 05Q | LMC | \$21.32 |
| | | | 6670226 | Mortgage Assistance Program | 05Q | LMC | \$297.33 |
| | 10 | 275 | 6513418 | Barela Hair | 18C | LMCMC | \$10,000.00 |
| | | 276 | 6513418 | BJ Martial Arts Inc. dba AV Taekwondo | 18C | LMCMC | \$10,000.00 |
| | | 277 | 6513418 | Inno Taekwondo Academy Inc. dba Dragon Han Martial Arts | 18C | LMCMC | \$10,000.00 |
| | | 278 | 6513418 | Palmdale Postal | 18C | LMCMC | \$8,808.39 |
| | | 279 | 6513418 | Figueroa's Mexican Grill | 18C | LMC | \$10,000.00 |
| | | 280 | 6513418 | Chique Salon, Inc. | 18C | LMCMC | \$10,000.00 |
| | | 281 | 6513418 | Extreme Barbershop | 18C | LMCMC | \$9,750.03 |
| | | 282 | 6513418 | Everything Hair Boutique | 18C | LMCMC | \$9,070.65 |
| | | 283 | 6513418 | Bo-D Tuxedo Rental and Sales | 18C | LMCMC | \$9,998.98 |
| | | 284 | 6513418 | HK Development Group DBA Berrystar Frozen Yogurt | 18C | LMCMC | \$9,654.13 |
| | | 285 | 6513418 | S&S Eyebrow Threading | 18C | LMCMC | \$10,000.00 |
| | 11 | 301 | 6547949 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$7,976.24 |
| | | | 6591399 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$44,859.39 |
| | | | 6655710 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$50,616.65 |
| | | | 6670226 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$125,682.19 |
| | | | 6707747 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$1,247.34 |
| | | | 6707949 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$74,611.66 |
| | | | 6787552 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$88,594.12 |
| | | | 6799539 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$5,847.60 |
| | | | 6801031 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$6,732.54 |
| | | | 6857283 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$103,059.10 |
| | | | 6857418 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$16,995.39 |
| | | | 6913744 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$54,918.79 |
| | | | 6927368 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$64,156.78 |
| | 312 | 6799539 | Emergency Rental Assistance (COVID) Program - CV | 05Q | LMC | \$24,037.46 | |
| | | 6801031 | Emergency Rental Assistance (COVID) Program - CV | 05Q | LMC | \$1,646.00 | |
| | | 6857283 | Emergency Rental Assistance (COVID) Program - CV | 05Q | LMC | \$11,887.40 | |
| | | 6857418 | Emergency Rental Assistance (COVID) Program - CV | 05Q | LMC | \$26,272.00 | |
| | | 6927368 | Emergency Rental Assistance (COVID) Program - CV | 05Q | LMC | \$122.40 | |
| Total | | | | | | | \$1,334,509.91 |



LINE 16 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 16

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name | Matrix Code | National Objective | Drawn Amount |
|--------------|--------------|---------------|----------------|---|-------------|--------------------|-----------------------|
| 2020 | 4 | 273 | 6547952 | South Antelope Valley Emergency Services (SAVES) | 05W | LMA | \$270,016.53 |
| | 9 | 289 | 6513418 | Mortgage Assistance Program | 05Q | LMC | \$219,576.90 |
| | | | 6547952 | Mortgage Assistance Program | 05Q | LMC | \$19,875.82 |
| | | | 6591399 | Mortgage Assistance Program | 05Q | LMC | \$8,176.78 |
| | | | 6655710 | Mortgage Assistance Program | 05Q | LMC | \$21.32 |
| | | | 6670226 | Mortgage Assistance Program | 05Q | LMC | \$297.33 |
| | 11 | 301 | 6547949 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$7,976.24 |
| | | | 6591399 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$44,859.39 |
| | | | 6655710 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$50,616.65 |
| | | | 6670226 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$125,682.19 |
| | | | 6707747 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$1,247.34 |
| | | | 6707949 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$74,611.66 |
| | | | 6787552 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$88,594.12 |
| | | | 6799539 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$5,847.60 |
| | | | 6801031 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$6,732.54 |
| | | | 6857283 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$103,059.10 |
| | | | 6857418 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$16,995.39 |
| | | | 6913744 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$54,918.79 |
| | | | 6927368 | South Antelope Valley Emergency Services (SAVES) - CV | 05W | LMA | \$64,156.78 |
| | 312 | | 6799539 | Emergency Rental Assistance (COVID) Program - CV | 05Q | LMC | \$24,037.46 |
| | | | 6801031 | Emergency Rental Assistance (COVID) Program - CV | 05Q | LMC | \$1,646.00 |
| | | | 6857283 | Emergency Rental Assistance (COVID) Program - CV | 05Q | LMC | \$11,887.40 |
| | | | 6857418 | Emergency Rental Assistance (COVID) Program - CV | 05Q | LMC | \$26,272.00 |
| | | | 6927368 | Emergency Rental Assistance (COVID) Program - CV | 05Q | LMC | \$122.40 |
| Total | | | | | | | \$1,227,227.73 |

LINE 19 DETAIL: ACTIVITIES INCLUDED IN THE COMPUTATION OF LINE 19

| Plan Year | IDIS Project | IDIS Activity | Voucher Number | Activity Name | Matrix Code | National Objective | Drawn Amount |
|--------------|--------------|---------------|----------------|-----------------------------------|-------------|--------------------|---------------------|
| 2020 | 12 | 288 | 6513418 | COVID Administration and planning | 21A | | \$106,310.76 |
| | | | 6547952 | COVID Administration and planning | 21A | | \$18,346.57 |
| | | | 6591399 | COVID Administration and planning | 21A | | \$9,564.10 |
| | | | 6655710 | COVID Administration and planning | 21A | | \$1,117.50 |
| | | | 6670188 | COVID Administration and planning | 21A | | \$161.88 |
| | | | 6670226 | COVID Administration and planning | 21A | | \$2,912.84 |
| | | | 6707747 | COVID Administration and planning | 21A | | \$70.00 |
| | | | 6707949 | COVID Administration and planning | 21A | | \$4,176.95 |
| | | | 6730426 | COVID Administration and planning | 21A | | \$4,692.10 |
| | | | 6787552 | COVID Administration and planning | 21A | | \$10,546.65 |
| | | | 6799539 | COVID Administration and planning | 21A | | \$11,301.97 |
| | | | 6801031 | COVID Administration and planning | 21A | | \$4,001.53 |
| | | | 6857283 | COVID Administration and planning | 21A | | \$3,929.87 |
| | | | 6857418 | COVID Administration and planning | 21A | | \$4,934.23 |
| | | | 6913744 | COVID Administration and planning | 21A | | \$787.25 |
| | | | 6927368 | COVID Administration and planning | 21A | | \$569.33 |
| | | | 6929194 | COVID Administration and planning | 21A | | \$149.97 |
| Total | | | | | | | \$183,573.50 |



City Council Staff Report

DATE: **SEPTEMBER 4, 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 TO THE MOBILE HOME PARK RENTAL REVIEW BOARD**

RECOMMENDATION

Staff recommends that the City Council nominate and appoint one (1) member to the Mobile Home Park Rental Review Board, with a term expiring on June 30, 2026.

- Ebonni M. Bernstein
- Esmerelda Flores
- Joshua Konrad
- Diana Love
- Lidia Montoya
- Lorenzo A. Sandoval
- Joann Smith

BACKGROUND

The City's Mobile Home Park Rental Review Board appointments are made in accordance with Section 5.44.030 of the Palmdale Municipal Code (PMC). Members are appointed by the Mayor with the majority approval of the City Council. Members serve a two-year term and must reside in the City of Palmdale. No member of the Board shall be a resident or owner of a mobile home park, or an employee of a park owner; and no member shall have a financial interest (as defined by state law) in any mobile home or mobile home park, or have a parent, child, spouse or sibling with any such financial interest.

DISCUSSION

There is currently one vacant seat on the Board. Recruitment to fill the position was advertised on the City's social media platforms and website.

Report to Mayor and City Council

Approve Appointment to the Mobile Home Park Rental Review Board

September 4, 2024

Page 2

FISCAL IMPACT

\$650; Board Members receive \$100 per meeting, and the Chair receives \$150. Funds are budgeted in Account No. 10118001. Board meetings are held annually in February.

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

Online Form Submittal: Mobile Home Park Rental Review Board Volunteer Application

noreply@civicplus.com <noreply@civicplus.com>

Sat 7/13/2024 10:53 AM

To:City Clerk Department <cityclerkdepartment@cityofpalmdale.org>

CAUTION: This email originated from outside of the organization.

Mobile Home Park Rental Review Board Volunteer Application

Mobile Home Park Rental Review Board Volunteer Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth, and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at 661/267-5151.

Mobile Home Park Rental Review Board Information: District 1

Name Ebonni M Bernstein

Email Address [REDACTED]

Address [REDACTED]

City Palmdale

Zip Code 93551

Home Number [REDACTED]

Occupation Compliance Analyst

Business Phone 8186767405

Why are you interested in this position? Want to serve my community and protect our most vulnerable neighbors.

Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and

Worked in healthcare management for over 28 years. Specializing in Medicare and MediCal.

abilities that qualify you for this position.

| | |
|---|---|
| Have you had previous public service experience on a commission or public body? | No |
| What do you hope to accomplish in this position? | Protection of neighbors and community while fairness to property owners. |
| In your opinion, what is the goal of the Mobile Home Park Rental Review Board and what benefit does it provide to the City of Palmdale? | Protect the safety and community of Palmdale. |
| List your education, highest year completed, and degrees, if any? | BA - Biology |
| Have you read the guidelines of the Mobile Home Park Space Rent Control, Section No. 5.44, of the Palmdale Municipal Code? If so, briefly explain the purpose of the above and the Rental Review Board? | Residents of mobile home parks in Palmdale complained about high rents, prompting the City Council to adopt an ordinance to stabilize rents. Unlike other renters, mobile home owners have significant investments in their homes and face high costs and difficulties if they need to relocate. This creates a captive market where residents have little bargaining power against park owners. Many mobile home owners are vulnerable populations like seniors and low-income individuals, making excessive rent increases particularly harmful. The ordinance aims to protect these residents from unfair rent hikes, prevent exploitation, and ensure park owners still receive reasonable returns. |
| Volunteer Information: | |
| REASONABLE ACCOMMODATIONS: | No |
| Please list all other languages you know. | |
| Language | English |
| Language Skills | Speak, Read, Write |
| Language | <i>Field not completed.</i> |
| Language Skills | <i>Field not completed.</i> |
| Specialized training/skills: | <i>Field not completed.</i> |
| Computer Skills: | Word , Excel, PowerPoint |

Is any or all of your volunteer No
time to be credited toward a
project, certification or
degree program for a school,
community organization or
religious program?

Please list *Field not completed.*

Previous Volunteer/ Work SAVES program. Palmdale Ambassador Program graduate.
Experience as it relates to
your volunteer interests:

In Case of Emergency:

Whom should we notify?

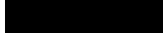
Name



Relationship to Applicant



Work Phone



Physician's Name:



Phone:



Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.)



AUTHORIZATION AND RELEASE

I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a Livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types of work as a Mobile Home Rental Review Board Member/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.

As a City Volunteer, 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 as a volunteer.

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 activities as a Mobile Home Rental Review Board Member/volunteer, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the *Field not completed.*
Authorization and Release
set forth on this day.

Signature Ebonni M Bernstein

Applicants are encouraged *Field not completed.*
to attach a resume.

A hard copy may be e-mailed to cityclerkdepartment@cityofpalmdale.org, hand delivered or mailed (postmarked by the deadline) directly to the Office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550 by Thursday, May 18, 2023 at 6:00 p.m. Please return the completed application to the City Clerk, 38300 Sierra Highway, Suite C, Palmdale, CA 93550. For additional information, you may call (661) 267-5151.

DECLARATION OF APPLICANT

I declare that I am not a resident or owner of a mobile home park, that I am not an employee of a park owner, and that I do not have a financial interest (as defined by state law) in any mobile home or mobile home park, or have a parent, child, spouse or sibling with any such financial interest.

Executed on this day 7/13/2024

Name (print) Ebonni M Bernstein

Signature Ebonni M Bernstein

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Mobile Home Park Rental Review Board Volunteer Application

noreply@civicplus.com <noreply@civicplus.com>

Fri 6/28/2024 6:18 AM

To:City Clerk Department <cityclerkdepartment@cityofpalmdale.org>

CAUTION: This email originated from outside of the organization.

Mobile Home Park Rental Review Board Volunteer Application

Mobile Home Park Rental Review Board Volunteer Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth, and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at 661/267-5151.

Mobile Home Park Rental Review Board Information: District 5

| | |
|--|--|
| Name | Esmeralda flores |
| Email Address | [REDACTED] |
| Address | [REDACTED] |
| City | Palmdale |
| Zip Code | 93550 |
| Home Number | [REDACTED] |
| Occupation | Student |
| Business Phone | <i>Field not completed.</i> |
| Why are you interested in this position? | An opposition to represent the city of Palmdale |
| Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and | 7years of property management for residential dwelling. Property owner. |

abilities that qualify you for this position.

| | |
|---|--|
| Have you had previous public service experience on a commission or public body? | No |
| What do you hope to accomplish in this position? | Gain knowledge and understanding of how the mobile home system work. Then, work with a team to brainstorm ideas and implement solutions for fair housing. |
| In your opinion, what is the goal of the Mobile Home Park Rental Review Board and what benefit does it provide to the City of Palmdale? | Fair housing |
| List your education, highest year completed, and degrees, if any? | AA in business |
| Have you read the guidelines of the Mobile Home Park Space Rent Control, Section No. 5.44, of the Palmdale Municipal Code? If so, briefly explain the purpose of the above and the Rental Review Board? | protect mobile home park residents from excessive rent increases, prevent exploitation of the shortage of available mobile home lots in the City, and enable mobile home owners to preserve their equity in their mobile homes, while at the same time providing a just and reasonable return to park owners |
| Volunteer Information: | |
| REASONABLE ACCOMMODATIONS: | No |
| Please list all other languages you know. | |
| Language | English |
| Language Skills | Speak, Read, Write |
| Language | Soanish |
| Language Skills | Speak, Read, Write |
| Specialized training/skills: | <i>Field not completed.</i> |
| Computer Skills: | Word , Excel, PowerPoint |
| Is any or all of your volunteer time to be credited toward a project, certification or | Yes |

degree program for a school,
community organization or
religious program?

| | |
|---|---|
| Please list | Tutor/ teacher for English learners at the Palmdale library |
| Previous Volunteer/ Work Experience as it relates to your volunteer interests: | Palmdale library tutor |
| In Case of Emergency: | |
| Whom should we notify? | |
| Name | [REDACTED] |
| Relationship to Applicant | [REDACTED] |
| Work Phone | [REDACTED] |
| Physician's Name: | [REDACTED] |
| Phone: | <i>Field not completed.</i> |
| Do you have any medical history that we should be aware of in the event of an emergency? (Allergies, medications, etc.) | N/a |

AUTHORIZATION AND RELEASE

I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a Livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types of work as a Mobile Home Rental Review Board Member/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.

As a City Volunteer, 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 as a volunteer.

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 activities as a Mobile Home Rental Review Board Member/volunteer, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the 6/28/2024
Authorization and Release
set forth on this day.

Signature Esmeralda flores

Applicants are encouraged [Resume202210230355 2.pdf](#)
to attach a resume.

A hard copy may be e-mailed to cityclerkdepartment@cityofpalmdale.org, hand delivered or mailed (postmarked by the deadline) directly to the Office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550 by Thursday, May 18, 2023 at 6:00 p.m. Please return the completed application to the City Clerk, 38300 Sierra Highway, Suite C, Palmdale, CA 93550. For additional information, you may call (661) 267-5151.

DECLARATION OF APPLICANT

I declare that I am not a resident or owner of a mobile home park, that I am not an employee of a park owner, and that I do not have a financial interest (as defined by state law) in any mobile home or mobile home park, or have a parent, child, spouse or sibling with any such financial interest.

Executed on this day 6/28/2024

Name (print) Esmeralda flores

Signature Esmeralda flores

Email not displaying correctly? [View it in your browser.](#)

Esmeralda Flores

Palmdale CA, 93550



Objective: Aspiring for a career in a growth-oriented organization, where my recruiting experience and organization skills can be used for making a positive contribution to the company by putting in maximum efforts.

Experience

Quality Assurance/ Partners Personnel July 2022- Present

Worked onsite at Bocchi Laboratories reviewing quality specifications and labels to provide timely recorded feedback. Performed hourly line inspections, collected samples of various Victoria's Secret, John Paul Michelle, Bath and body works, and many more high-end products. Inspected, released pallets, and placed holds on pallets.

807 Fedora LLC /Onsite property manager SEPTEMBER 2010- NOVEMBER 2019

Managed the daily operations for a twenty-four-unit residential property. Collected rents from tenants, screened potential tenants, served eviction notices, supervised and coordinated repairs. Performed maintenance and landscaping assignments. De-escalated tenant disputes, monitored surveillance cameras, and kept meticulously recorded documents. Published vacant ads on social media.

Century 21- Hollywood/ Real estate agent JULY 2018-AUGUST 2019

Prepared necessary paperwork (contracts, leases, deeds, closing statements, etc) Managed open houses and event planning. Maintained and updated listings of available properties. Cooperated with appraisers, escrow companies, lenders, and home inspectors. Performed cold calls and use strategic marketing techniques to reach potential leads.

Select Staffing/ Receptionist June 2010-December 2012

Greeted guests via email, phone and in person. Notified company personnel of visitor arrivals and pending messages. Prepared intake paperwork and screening process. Performed filing and data entry. Prepared and recorded drug test samples for new recruits. Notified company personnel of visitor arrival. Maintains security and telecommunications system. Distributed paychecks.

Skills: Type 60 wpm • Trilingual (English, Spanish, Korean)• Team player • Conflict Management • Public Speaking • Analytics

Education

Hollywood High School/ Highschool Diploma

Los Angeles Community College/Business degree -In Process

Oncourse learning/ Real estate licensing

References available upon request

Online Form Submittal: Mobile Home Park Rental Review Board Volunteer Application

noreply@civicplus.com <noreply@civicplus.com>

Thu 7/18/2024 2:32 PM

To:City Clerk Department <cityclerkdepartment@cityofpalmdale.org>

CAUTION: This email originated from outside of the organization.

Mobile Home Park Rental Review Board Volunteer Application

Mobile Home Park Rental Review Board Volunteer Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth, and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at 661/267-5151.

Mobile Home Park Rental Review Board Information: District 5

| | |
|--|---|
| Name | Joshua Konrad |
| Email Address | [REDACTED] |
| Address | [REDACTED] |
| City | Palmdale |
| Zip Code | 93550 |
| Home Number | [REDACTED] |
| Occupation | School Administrator |
| Business Phone | 8183210553 |
| Why are you interested in this position? | I would like to use my education and experiences to improve the lives of those who live in Palmdale. |
| Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and | I have been working in TK-12 education for the past 25 years. for 8 of those years as a school administrator. I currently work as a TK-8 school principal for a local school district within the AV. I have a MA in public administration from Northwestern University and I am the current President of the Antelope Valley Rotary Club. |

abilities that qualify you for this position.

Have you had previous public service experience on a commission or public body?

No

What do you hope to accomplish in this position?

To serve my community.

In your opinion, what is the goal of the Mobile Home Park Rental Review Board and what benefit does it provide to the City of Palmdale?

The mobile Home Park Rental Review Board is to ensure that the population of people who live in Mobile Homes within our community are not taken advantage.

List your education, highest year completed, and degrees, if any?

Master of Science in K-12 School Administration
Master of Arts in Public Policy and Administration
Bachelor of Arts double majoring in History and Sociology
Hold three credentials from the California Teaching Commission

Have you read the guidelines of the Mobile Home Park Space Rent Control, Section No. 5.44, of the Palmdale Municipal Code? If so, briefly explain the purpose of the above and the Rental Review Board?

The purpose of this chapter is to protect mobile home park residents from excessive rent increases, prevent exploitation of the shortage of available mobile home lots in the City, and enable mobile home owners to preserve their equity in their mobile homes, while at the same time providing a just and reasonable return to park owners.

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, PowerPoint, Publisher

Is any or all of your volunteer No
time to be credited toward a
project, certification or
degree program for a school,
community organization or
religious program?

Please list *Field not completed.*

Previous Volunteer/ Work various Rotary Clubs
Experience as it relates to
your volunteer interests:

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 N/A
history that we should be
aware of in the event of an
emergency? (Allergies,
medications, etc.)

AUTHORIZATION AND RELEASE

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I hereby agree to the 7/18/2024
Authorization and Release
set forth on this day.

Signature Joshua S. Konrad

Applicants are encouraged [Joshua Konrad Resume June 2024.pdf](#)
to attach a resume.

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Executed on this day 7/18/2024

Name (print) Joshua S. Konrad

Signature Joshua S. Konrad

Email not displaying correctly? [View it in your browser.](#)



JOSHUA KONRAD

CONTACT INFO:

EDUCATION

Northwestern University
Master of Arts (M.A.), Public Policy and Public Administration –dual Masters' degree program (2015)

National University
Master of Science (M.Sc.), Educational Administration (2008)

California State University- Dominguez Hills
Multiple Subject Teaching Credential (2005)

University of Mississippi
Bachelor of Arts (B.A.), History and Sociology (2000)

CERTIFICATIONS

Clear Administrative Services Credential: Course work through Brandman University; CTC
Clear Multiple Subjects Teaching Credential: Course work through UCSD; CTC
Clear Social Studies Single Subject Teaching Credential: Course work through UCLA; CTC
Harvard University: K-12 School Data and Usage Certificate

ABOUT ME: As a lifelong educator, I understand the commitment to teach and to inspire minds but more importantly, I love helping students do one thing: find their voice. Broad and diverse, my career in education spans nearly two decades serving as a teacher, literacy coach, an educational consultant, and a school administrator. Originally from Tennessee, I obtained my first teaching position in 2002 at the second largest school district in the US – Los Angeles Unified. Challenging at times, it broadened my horizon on the teaching profession as a whole.

By 2014, I moved into an administrator role as Elementary Vice Principal in Cairo, Egypt at El Alsson British and American Int'l School. In 2016, secured a spot at LA County of Education as an Educator Induction Mentor. Two years later, I joined Palmdale USD serving as an Assistant Principal at both the elementary and middle school levels.

In 2023 I once again became a school principal but this time serving Keppel Union School District as the Principal for Daisy Gibson Elementary School which is a TK-8 elementary and middle school serving 650 students in the East Palmdale and Pear blossom communities.

Today, I'm still expanding my leadership skills working with young educators providing professional development and instructional growth. With an ever-changing accountability system with limited resources, I am ready to affect change at the next level.

LEADERSHIP EXPERTISE

| | |
|--------------------------|--------------------------|
| Instructional Leadership | Accountability |
| Goal Setting | Curriculum Development |
| Professional Development | Lesson Plan Design |
| Staff Trainings/Seminars | Research & Data Analysis |
| Pedagogy | Student Support |
| Performance Review | Parent Engagement |

SUMMARY OF PROFESSIONAL WORK EXPERIENCE

UNITED STATES/CA

Principal
Assistant Principal
Educator Induction Mentor
Education Consultant (CA, NV, HI, AZ)
Reading First Literacy Coach
Literacy Coach
Grade 6 Teacher/ESL Dept. Chair
Boarding School Assist. Bus. Manager

Keppel Union School District
Palmdale Unified School District
Los Angeles County of Education
Western Region of the US
Oakland Unified School District
Fresno Unified School District
Los Angeles Unified School District
Southwestern Academy (San Marino, CA)

2023 – Present
2018 - 2023
2016 - 2018
2008 - 2009
2007 - 2008
2006 - 2007
2002 - 2005
2000 - 2002

WORLDWIDE

Elementary Principal (Cairo)
Ed. Consultant/Presidential Advisor
Education Consultant/Trainer (Borneo, Malaysia)
English Advisor (Abu Dhabi, UAE)

El Alsson British and American Int'l School
Ministry of Education (**Country of Kazakhstan**)
U.K. Council- English Lang. Teachers Develop Program
Beaconhouse Educational Services, LLC

2014 - 2016
2013 - 2014
2011 - 2012
2009 - 2011

DETAILED SUMMARY OF PROFESSIONAL WORK HISTORY – CHRONOLOGICALLY 2000 - PRESENT

Keppel Union School District

Principal – Daisy Gibson grades TK-8 Elementary and Middle School

July 2023 – Present

- Served as the line manager for 78 classified certificated personnel
- Managed the site budget of \$200,000
- Increased the student attendance 3% from the previous year from 89% to 93% ADA
- 100% participation in 224 students who took the ELPAC and 99% SBAC student participation
- 100% affirmed IEPs and 504s
- Dramatically improved relationships between the school and the local community
- Over 90% staff and faculty retention rate while increasing staff daily attendance
- Dramatically decreased suspensions to total of nine days total for the 2023-24 school year with 0 expiations
- 0 Grievances
- Increased the PTO membership from 0 to 120 members

Palmdale School District

Assistant Principal

January 2018 – June 2023

- Worked with the site principal to actualize his vision as it relates to the school district's mission;
- Assisted with overseeing the day-to-day operations of the school that I have been sent to help lead;
- Assisted the principal with creating and maintain an environment that is safe of both students and adults;
- Served on the school's safety committee;
- Provided feedback using both informal tools as well as formal evaluations in order to ensure professionalism;
- Trained by District on: Capturing Kids Hearts, Safe and Civil Schools, and Unconscious Bias
- Used interactive whiteboards while students use Chromebook every day in class; and
- Served on the School District's Whole District Discipline Taskforce charged with designing a whole school district discipline policy that serves 29 schools and 18,000 students.

Para Los Nanos Charter School Network

February 2017 – June 2017

Interim Vice Principal and Substitute Principal

- Assisted the fifteen teachers at three separate school sites (Early Primary Center, Elementary School, and one Middle School) to complete their induction or intern program with either a university or with LACOE;
- Assisted the development of new teacher training & Provided support for all professional meetings;
- Provided Support for teachers who were on a PAR;
- Served as a substitute Principal at the Middle School and for May and June as the Interim Assistant Principal for the Elementary School; and
- Assisted the elementary school principal in completing the school budget and the ELAC for the 2017-18 school year

Los Angeles County Office of Education (LACOE)

July 2016- July 2017

Certificated Consultant – Beginning Teachers Division

- Supervised the mentoring and coaching responsibilities for 15 educators seeking to obtain credentials through the LACOE Induction program;
- Coordinated with 13 teachers one hour per week and ensure compliance with all assignments and tasks associated with meeting the LACOE Induction program;
- Supervised two LACOE Interns; and
- Issued final recommendations to the California teaching commission to clear teaching credentials

Cairo, Egypt

August 2014- July 2016: El Alsson British and American International School

Elementary Vice-Principal

- Led faculty, support staff, specialists, and special education teachers, totaling over 40 people
- Designed and currently implement a teacher evaluation plan based on Charlotte Danielson;
- Introduced and currently implement the Common Core curriculum in Math, Language Arts, and NGSS
- Assisted with the reaccreditation of the school with AdvancEd
- Introduced, trained, and now lead a Professional Learning Community within the grades 1-5 teachers;
- Provide guidance and support, which also included ongoing professional development sessions

Petropavlsk/Astana/Almaty, Kazakhstan

January 2013-August 2014; President Nazarbayev: Center of Excellence

Trainer-Consultant

- Wrote educational policy papers for the Ministry of Education & for the President Nazarbayev's official office
- Wrote research papers for internal use for the Ministry of Education
- Worked in conjunction with Cambridge University to train and support 250 national teacher-trainers
- Presented at conferences on behalf of President Nazarbayev's Center of Excellence
- Provided staff development and training to 250 teacher trainers across Kazakhstan
- Demonstrated best practices for heads of department on how to measure student engagement and conduct classroom observations with and for classroom teachers
- Assisted with the training of and implementation of Professional Learning Communities in multiple schools

Sarawak, Borneo - Malaysia

July 2011 – December 2012 British Council- English Language Teachers Develop Program

Teacher Mentor/Trainer

- Presented professional development to fifteen national elementary schools regularly
- Monitored progress and gave regular feedback that helped manage the national teachers' performance
- Developed strategies with the teachers to develop higher engagement and enrichment activities
- Wrote reports on school and individual teachers' progress to management and local Ministry of Education officials
- Worked in an advisory role to the local Ministry of Education officers in regard the implementation of the English language program in the national schools to 600 national schools in the states of Sabah and Sarawak

Abu Dhabi, United Arab Emirates

August 2009 – July 2011 Beaconhouse Educational Services, LLC

English Advisor

- Reviewed curriculum, instruction, and assessment practices and provided guidance and support for the English teachers
- Assisted with the development and facilitated long-term school initiative planning
- Assisted teachers with the development of reviews and evaluation tools
- Assisted in the analysis of qualitative and quantitative data and led discussions about implications for future instructional practices
- Developed and continuously maintained quality curriculum tools, products, and services
- Identified strategic professional growth for initiatives
- Advised teachers on how to integrate technology within the classroom best
- Built coherent, whole-school coaching models for the school site as well as Training Head of the Department-on-department leadership, management, and budgetary planning
- Individualized professional development for all teachers according to personal need

Western Region of the USA (California, Arizona, Nevada, and Hawaii)

December 2008- June 2009 PolyVision (Steelcase)

Educational Consultant

- Proactively developed prospective and current customer (school superintendents, school board members, school district IT directors, K-12 school site administrators and classroom teachers) awareness of PolyVision's classroom products
- Mentored K-12 teachers and administrators in utilizing best practices on integrating their curriculum into the technology.
- Conducted and organized regionalized training sessions for educators both in person and online
- Assisted and coordinated the development of customer sites (local schools and technology centers) for tours of best practices, places to conduct customer demonstrations and hold regional training sessions

Oakland Unified School District; Oakland, California - USA

2006- 2008 CU/Lockwood/Lafayette Elementary School

Reading First Literacy Coach

- Maintained the fidelity of the Open Court Reading Program within 70+ classrooms on three campuses by developing and presenting professional development training
- Performed as a Peer Coach and Mentor at the school site
- Demonstrated model lessons for classroom teachers
- Developed, implemented, and trained staff on academic intervention programs
- Represented two elementary schools during monthly district meetings
- Analyzed quarterly test data and made classroom recommendations on curricular accommodations

Los Angeles Unified School District (LAUSD); Los Angeles, California - USA

2002-2005 Peary Middle School **6th Grade Teacher / ESL Head of Department**

- Taught 6th-grade Math, Science, ESL, and Ancient History
- Taught 8th Academic Intervention Summer School
- Tutored 8th-grade Algebra after school for the California Conservation Corps
- Worked with the school administrators to manage ESL Department [

Southwestern Academy; San Marino, California - USA

2000 – 2002 **Assistant Business Manager and Dorm Father**

- Worked with my line manager to oversee a USD 23 million annual budget
- Projected monthly budgets for the school using Microsoft Word and Excel for school leadership
- Handled all monthly expenditures and donations made to the school
- Acted as legal guardian for 25 international students who lived on campus

COMMUNITY SERVICE & ACTIVITIES

- ❖ Rotary Club of the Antelope Valley President Elect **2024 -2025**
- ❖ Rotary Club of Bintulu (Malaysia): 2011-2012 Board of Directors; Vocational Services Chairman
- ❖ Rotary Club of Los Angeles / LA5 Member (2008-2009)
- ❖ Los Angeles World Affairs Council Member 2006-2016
- ❖ University of Mississippi, Phi Kappa Psi Fraternity: Vice President & Rush Chairman (120+ members)
- ❖ The University of Mississippi Lacrosse Team (Men's Collegiate Lacrosse Association Conference): Midfielder
- ❖ Published three articles in International Educational magazines with Cambridge press serving as editor that has been translated into Russian and Kazak regarding Educational Leadership and Management, PLCs, and Technology as it relates to current educational pedagogical practices
- ❖ Assisted the admissions department at Northwestern University to interview 25 senior high school students interested in attending Northwestern University for the August 2018 Start Date 4 of those I interviewed were accepted into Northwestern University.
- ❖ Northwestern University Global Ambassador to Egypt 2014-2016
- ❖ Scuba Schools International: Dive Supervisor
- ❖ **International Travel:** Austria, Brazil, Canada, Colombia, Egypt, France, Greece, Italy, Japan, Kazakhstan, Kuwait, Malaysia, Mexico, Nepal, Oman, Pakistan, Peru, Turkey, United Arab Emirates, United Kingdom, and Venezuela

Online Form Submittal: Mobile Home Park Rental Review Board Volunteer Application

noreply@civicplus.com <noreply@civicplus.com>

Sat 6/22/2024 10:50 AM

To:City Clerk Department <cityclerkdepartment@cityofpalmdale.org>

CAUTION: This email originated from outside of the organization.

Mobile Home Park Rental Review Board Volunteer Application

Mobile Home Park Rental Review Board Volunteer Application

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Mobile Home Park Rental Review Board Information: District 2

Name DIANA LOVE

Email Address [REDACTED]

Address [REDACTED]

City PALMDALE

Zip Code 93551

Home Number [REDACTED]

Occupation Retired

Business Phone 6614789330

Why are you interested in this position? To continue serving the Mobile Home Park community residents that fall under the authority of the Ordinance of the City of Palmdale.

Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and My current service on the Mobile Home Park Rental Review Board since 2008, Ambassador for the City of Palmdale, President for the Friend of the Library (current) for the City of Palmdale, volunteer member of AARP, Mental Health of America, Court Appointed Special Advocate for foster children, and various other organizations.

abilities that qualify you for this position.

| | |
|---|--|
| Have you had previous public service experience on a commission or public body? | No |
| What do you hope to accomplish in this position? | To make sure that all residents and management have the ability to be heard at the annual meeting about any and all concerns and work alongside staff when needed to advise and resolve any issues as we follow the guidelines under the City of Palmdale ordinance. |
| In your opinion, what is the goal of the Mobile Home Park Rental Review Board and what benefit does it provide to the City of Palmdale? | Goal: To hear from the resident(s) of the mobile home parks on any issues of complaints and conduct hearings led by the City Council when needed . Benefit to the City would be to provide the opportunity for community members to legally own a mobile home as a substantial investment as the City of Palmdale welcomes in residents. |
| List your education, highest year completed, and degrees, if any? | College: AA Degree, Gerontology |
| Have you read the guidelines of the Mobile Home Park Space Rent Control, Section No. 5.44, of the Palmdale Municipal Code? If so, briefly explain the purpose of the above and the Rental Review Board? | To protect residents from excessive rent increases, assist owners to preserve their equity in their mobile homes while at the same time providing a just and reasonable return to park owners. |
| Volunteer Information: | |
| REASONABLE ACCOMMODATIONS: | No |
| Please list all other languages you know. | |
| Language | English |
| Language Skills | Speak, Read, Write |
| Language | <i>Field not completed.</i> |
| Language Skills | <i>Field not completed.</i> |
| Specialized training/skills: | On-going Anti-Harassment Training for Supervisors and Managers, Public Service Ethics Education |
| Computer Skills: | Word , Excel, PowerPoint, Publisher |

Is any or all of your volunteer No
time to be credited toward a
project, certification or
degree program for a school,
community organization or
religious program?

Please list *Field not completed.*

Previous Volunteer/ Work Stated above under Question No 2
Experience as it relates to
your volunteer interests:

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 [REDACTED]
history that we should be
aware of in the event of an
emergency? (Allergies,
medications, etc.)

AUTHORIZATION AND RELEASE

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I hereby agree to the 6/22/2024
Authorization and Release
set forth on this day.

Signature Diana Love

Applicants are encouraged *Field not completed.*
to attach a resume.

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I declare that I am not a resident or owner of a mobile home park, that I am not an employee of a park owner, and that I do not have a financial interest (as defined by state law) in any mobile home or mobile home park, or have a parent, child, spouse or sibling with any such financial interest.

Executed on this day 6/22/2024

Name (print) Diana Love

Signature Diana Love

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Mobile Home Park Rental Review Board Volunteer Application

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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.

Mobile Home Park Rental Review Board Information: District 3

Name LIDIA MONTOYA

Email Address [REDACTED]

Address [REDACTED]

City Palmdale

Zip Code 93552

Home Number [REDACTED]

Occupation Real Estate Agent

Business Phone *Field not completed.*

Why are you interested in this position? I am always interested in assisting families with low income to find affordable housing through government assistance programs.

Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and I always see my job as a service to my clients. I assist them in filling out complicated applications and obtaining the documents required to complete their requirements. I act as a liaison between my clients and various business and government entities whenever they encounter difficulties with a process.

abilities that qualify you for this position.

| | |
|---|--|
| Have you had previous public service experience on a commission or public body? | No |
| What do you hope to accomplish in this position? | Service the need of the public and provide a better, decent, affordable life style. |
| In your opinion, what is the goal of the Mobile Home Park Rental Review Board and what benefit does it provide to the City of Palmdale? | A goal of a mobile home park is to ensure fair and reasonable rental rates for residents while maintaining the economic standards of the park. In addition, the goal is to protect all of the residents, often senior citizens or low-income families from abusive rent increases that could lead to displacement, homelessness. |
| List your education, highest year completed, and degrees, if any? | I have a baccalaureate (IB) from my country and currently working on getting my GED Diploma. |
| Have you read the guidelines of the Mobile Home Park Space Rent Control, Section No. 5.44, of the Palmdale Municipal Code? If so, briefly explain the purpose of the above and the Rental Review Board? | No, I have never read the code. |

Volunteer Information:

| | |
|---|-----------------------------|
| REASONABLE ACCOMMODATIONS: | No |
| <hr/> | |
| Please list all other languages you know. | |
| Language | Spanish |
| Language Skills | Speak, Read, Write |
| Language | English |
| Language Skills | Speak, Read, Write |
| Specialized training/skills: | <i>Field not completed.</i> |
| 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, | No |

community organization or
religious program?

Please list *Field not completed.*

Previous Volunteer/ Work
Experience as it relates to
your volunteer interests: **N/A**

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.) **N/A**

AUTHORIZATION AND RELEASE

I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a Livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types of work as a Mobile Home Rental Review Board Member/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.

As a City Volunteer, 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 as a volunteer.

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 activities as a Mobile Home

Rental Review Board Member/volunteer, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the 8/1/2024
Authorization and Release
set forth on this day.

Signature Lidia Montoya

Applicants are encouraged [Lidia-Professional+Resume.pdf](#)
to attach a resume.

A hard copy may be e-mailed to cityclerkdepartment@cityofpalmdale.org, hand delivered or mailed (postmarked by the deadline) directly to the Office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550 by Thursday, May 18, 2023 at 6:00 p.m. Please return the completed application to the City Clerk, 38300 Sierra Highway, Suite C, Palmdale, CA 93550. For additional information, you may call (661) 267-5151.

DECLARATION OF APPLICANT

I declare that I am not a resident or owner of a mobile home park, that I am not an employee of a park owner, and that I do not have a financial interest (as defined by state law) in any mobile home or mobile home park, or have a parent, child, spouse or sibling with any such financial interest.

Executed on this day 8/1/2024

Name (print) Lidia Montoya

Signature Lidia Montoya

Email not displaying correctly? [View it in your browser.](#)

Lidia Montoya

Leasing Associate Profile

• Palmdale, CA 93552

Motivated licensed real estate agent with a passion for performing research to determine property availability and offer advisory services in line with clients' leasing needs; coupled with vast expertise in property sales & marketing.

Competent in determining client-specific requirements, financial circumstances, and living standards, and then providing suitable lease options. Possess wide-ranging people management skills and an ability to communicate and engage with community members to identify community sentiments and gather feedback to share with relevant teams and authorities. Hands-on experience setting up open houses, advertising vacant units, and following up with prospective residents. Ability to negotiate lease terms and conditions following pred-defined laws and regulations, while assuring a timely deal closure with great effectiveness. Eloquent communicator with a solid background in cultivating long-term relationships with lenders, appraisers, home inspectors, and escrow companies, while establishing trust and growing client base for potential deals.

Areas of Expertise

- ◆ Property Listing Management
- ◆ Residential Real Estate
- ◆ Property Inspections
- ◆ Mortgages & Lease
- ◆ Client Relationship Management
- ◆ Pricing & Contract Negotiations
- ◆ Open House Coordination
- ◆ Community Engagement
- ◆ Sales, Marketing, & Presentations
- ◆ Buying & Selling Practices
- ◆ Astute Communications
- ◆ Legal Documentation

Professional Experience

Corcoran Global Living – San Francisco, CA
Sales Associate & Real Estate Sales Agent

2017 – Present

Create and maintain important documents with great accuracy, including closing statements, deeds, contracts, purchase agreements, and leases. Document and organize real estate property lists encompassing location, square footage, and feature details. Inspect building's condition and plan for any maintenance, and inform property owners regarding any maintenance requirements. Analyze customers' financial resources by utilizing strong analytical skills, and look for homes within specified budgets. Marketed property sales through open houses, participation in listing services, and advertisements.

- Established a network of mortgage lenders, contractors, and lawyers capable of acquiring clients.

Realty Executives Platinum – Palmdale, CA
Sales Associate & Real Estate Sales Agents

2012 – Present

Leverage efficient marketing skills and advertise client properties on different websites and social media platforms. Develop and maintain listings for both sales and rental properties using a sphere of influence. Act as a buyer's and seller's representative for a wide range of both developed and undeveloped properties. Accompany prospective buyers and sellers to house inspections and evaluations. Create and offer purchase proposals to various sellers for review. Interact and follow up with buyers on incentives from builders and new projects in neighborhood areas. Employ exquisite communication and interpersonal skills to provide positive sales presentations. Maintain the lists of property meeting various needs and budgets with key attention to detail.

- Identified and fulfilled property requirements and specifications of clients through a smooth flow of communications with clients regularly.
- Promoted repeat business and referrals by fostering, nurturing, and maintaining positive relationships with clients.
- Serve as a key point of contact between buyers and sellers to deliver an optimal experience for both sides.
- Utilized exceptional professional skills and planned appointments to display listed/advertised homes.
- Led successful negotiations, and supported, and oversaw multiple real estate transactions.

Additional Experience

Sales Associate, Intero Real Estate Services – Palmdale, CA (2016 – 2017) | **Office Clerk**, Executive Secretaries and Executive Administrative Assistants, Keystone Management, Inc – Sherman Oaks, CA

Education

Business Administration | Antelope Valley Community College – Lancaster, CA

Certifications & Licenses

Real Estate License | Vocational School Certificate Bureau of Real Estate – Los Angeles, CA

Real Estate Salesperson License | ID#: [REDACTED] Issued: (May 24, 2020), Exp: (May 23, 2024)

Certificate of Appreciation | Eastside Union School District (2021)

Online Form Submittal: Mobile Home Park Rental Review Board Volunteer Application

noreply@civicplus.com <noreply@civicplus.com>

Thu 7/25/2024 5:42 PM

To:City Clerk Department <cityclerkdepartment@cityofpalmdale.org>

CAUTION: This email originated from outside of the organization.

Mobile Home Park Rental Review Board Volunteer Application

Mobile Home Park Rental Review Board Volunteer Application

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Mobile Home Park Rental Review Board Information: District 4

| | |
|--|---|
| Name | Lorenzo A Sandoval |
| Email Address | [REDACTED] |
| Address | [REDACTED] |
| City | Palmdale |
| Zip Code | 93552 |
| Home Number | [REDACTED] |
| Occupation | LA CO Probation Director |
| Business Phone | 6612004298 |
| Why are you interested in this position? | Retiring soon and want to give back to my community's and keep myself busy. |
| Considering your previous experience and activities in business, labor, professional, social or other organizations, indicate what you feel are the most important experiences and | 1. Union Board of Director 15 years experience. 2. Ran a Non profit for 18 years. 3. Government Peace officer for 36 years. Retiring soon. |

abilities that qualify you for this position.

| | |
|---|---|
| Have you had previous public service experience on a commission or public body? | Yes |
| Indicate the public agency, title of position, and duties. | AFSCME Vice President 11 years. LA Co. PROBATION Director 10 years. Peace officer for 36 years. |
| What do you hope to accomplish in this position? | Give back to my community. |
| In your opinion, what is the goal of the Mobile Home Park Rental Review Board and what benefit does it provide to the City of Palmdale? | I believe the goal is to ensure fair and equity mobile home opportunities through a process and review board ensuring a better quality of life. It benefits the community by providing a quality service for the community and ensuring a better park by effective oversite that a review board offers. |
| List your education, highest year completed, and degrees, if any? | 60 plus units in college. |
| Have you read the guidelines of the Mobile Home Park Space Rent Control, Section No. 5.44, of the Palmdale Municipal Code? If so, briefly explain the purpose of the above and the Rental Review Board? | I have not read it but will be well versed upon the opportunity to serve. |
| Volunteer Information: | |
| REASONABLE ACCOMMODATIONS: | No |
| Please list all other languages you know. | |
| Language | Spanish. |
| Language Skills | Speak |
| Language | <i>Field not completed.</i> |
| Language Skills | <i>Field not completed.</i> |
| Specialized training/skills: | <i>Field not completed.</i> |
| Computer Skills: | Word , Photoshop, Access, PowerPoint |
| Is any or all of your volunteer time to be credited toward a | No |

project, certification or
degree program for a school,
community organization or
religious program?

Please list *Field not completed.*

Previous Volunteer/ Work
Experience as it relates to
your volunteer interests:

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]

AUTHORIZATION AND RELEASE

I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a Livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types of work as a Mobile Home Rental Review Board Member/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.

As a City Volunteer, 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 as a volunteer.

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 activities as a Mobile Home Rental Review Board Member/volunteer, 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.

Signature

Applicants are encouraged to attach a resume. *Field not completed.*

A hard copy may be e-mailed to cityclerkdepartment@cityofpalmdale.org, hand delivered or mailed (postmarked by the deadline) directly to the Office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550 by Thursday, May 18, 2023 at 6:00 p.m. Please return the completed application to the City Clerk, 38300 Sierra Highway, Suite C, Palmdale, CA 93550. For additional information, you may call (661) 267-5151.

DECLARATION OF APPLICANT

I declare that I am not a resident or owner of a mobile home park, that I am not an employee of a park owner, and that I do not have a financial interest (as defined by state law) in any mobile home or mobile home park, or have a parent, child, spouse or sibling with any such financial interest.

Executed on this day 7/25/2024

Name (print) **Lorenzo Sandoval**

Signature

Email not displaying correctly? [View it in your browser.](#)

Online Form Submittal: Mobile Home Park Rental Review Board Volunteer Application

noreply@civicplus.com <noreply@civicplus.com>

Fri 6/14/2024 5:45 PM

To:City Clerk Department <cityclerkdepartment@cityofpalmdale.org>

CAUTION: This email originated from outside of the organization.

Mobile Home Park Rental Review Board Volunteer Application

Mobile Home Park Rental Review Board Volunteer Application

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Mobile Home Park Rental Review Board Information: District 5

| | |
|---|--|
| Name | Joann Smith |
| Email Address | [REDACTED] |
| Address | [REDACTED] |
| City | Palmdale |
| Zip Code | 93550 |
| Home Number | [REDACTED] |
| Occupation | Education/Teacher |
| Business Phone | 3104983624 |
| Why are you interested in this position? | I am interested in this position because I am interested in my community and the families that reside here. I believe that every family deserves fair treatment, fair living space, fair rent, and fair property value. I would appreciate an opportunity to assist in the process of fair treatment for owners and renters who live in our community and trust the process. |
| Considering your previous experience and activities in business, labor, professional, social or other | Most importantly, I care about teamwork. Teamwork is needed to accomplish goals and successfully solve problems. I am a team player who can focus on a goal and professionally |

organizations, indicate what you feel are the most important experiences and abilities that qualify you for this position.

complete necessary tasks. I also show respect and care for others and their opinions. I am a team player and I work hard.

Have you had previous public service experience on a commission or public body?

No

What do you hope to accomplish in this position?

I hope to be an asset to my community. I hope to have the opportunity to help the city of Palmdale and many of the residents who reside here.

In your opinion, what is the goal of the Mobile Home Park Rental Review Board and what benefit does it provide to the City of Palmdale?

The goal is to maintain fairness to the renters and the owners of mobile home park residents.

List your education, highest year completed, and degrees, if any?

BA - Sociology Long Island University - Brooklyn, NY
MA -Education Pepperdine University - Malibu, CA

Have you read the guidelines of the Mobile Home Park Space Rent Control, Section No. 5.44, of the Palmdale Municipal Code? If so, briefly explain the purpose of the above and the Rental Review Board?

The purpose of this board is establish fairness for renters and owners in our mobile park communities. This board is also expected to communicate with the mayor and city council persons to share new findings and information.

Volunteer Information:

REASONABLE ACCOMMODATIONS: No

Please list all other languages you know.

Language *Field not completed.*

Language Skills *Field not completed.*

Language *Field not completed.*

Language Skills *Field not completed.*

Specialized training/skills: *Field not completed.*

Computer Skills: Word , Excel, 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

Google

Previous Volunteer/ Work Experience as it relates to your volunteer interests:

Palmdale Women's Club
Lancaster (CA) Alumnae Chapter Delta Sigma Theta Sorority Inc.
The Way Center of Truth, Inc.

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.)

None

AUTHORIZATION AND RELEASE

I certify that all statements on this application are true and complete to the best of my knowledge. I hereby authorize the City of Palmdale to investigate any information contained in this application. I understand that as part of the final selection process I will be required to pass a Livescan fingerprint scan submission via the California Department of Justice. I understand that information collected during this background check will be limited to that appropriate to determining my suitability for particular types of work as a Mobile Home Rental Review Board Member/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.

As a City Volunteer, 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 as a volunteer.

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 activities as a Mobile Home Rental Review Board Member/volunteer, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the 6/14/2024
Authorization and Release
set forth on this day.

Signature Joann Smith

Applicants are encouraged *Field not completed.*
to attach a resume.

A hard copy may be e-mailed to cityclerkdepartment@cityofpalmdale.org, hand delivered or mailed (postmarked by the deadline) directly to the Office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550 by Thursday, May 18, 2023 at 6:00 p.m. Please return the completed application to the City Clerk, 38300 Sierra Highway, Suite C, Palmdale, CA 93550. For additional information, you may call (661) 267-5151.

DECLARATION OF APPLICANT

I declare that I am not a resident or owner of a mobile home park, that I am not an employee of a park owner, and that I do not have a financial interest (as defined by state law) in any mobile home or mobile home park, or have a parent, child, spouse or sibling with any such financial interest.

| | |
|----------------------|-------------|
| Executed on this day | 6/14/2024 |
| Name (print) | Joann Smith |
| Signature | Joann Smith |

Email not displaying correctly? [View it in your browser.](#)



City Council Staff Report

DATE: SEPTEMBER 4, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER DEPARTMENT
CITY CLERK DIVISION

DISTRICT: ALL

SUBJECT: CITY COUNCIL REAPPOINTMENT OF SIX (6) COMMISSIONERS TO
THE PUBLIC ART COMMISSION AND NOMINATION AND
APPOINTMENT OF ONE (1) COMMISSIONER TO FILL THE VACANT
SEAT FOR A PROFESSIONAL ARTIST

RECOMMENDATION

Staff recommends that the City Council:

- 1) Reappoint six (6) Commissioners for a term expiring on June 30, 2027; and,
 - Nathaniel Ancheta
 - Doug Grove
 - Ayeasha Jones, Planning District 5
 - Lisa Sarno
 - Warren Scherich
 - Edwin Vasquez
- 2) Nominate and appoint one (1) Commissioner to fill the vacant seat of a Professional Artist for a term expiring on June 30, 2027.
 - Michael De Medina
 - Julie Schuder

BACKGROUND

The City's Public Art Commission appointments are made in accordance with Section 15.01.070 of the Palmdale Municipal Code (PMC). Members are appointed by the Mayor with the majority approval of the City Council. Members serve a three-year term. Residency in the City of Palmdale is not required. The Public Art Commission consists of seven (7) members who shall have professional credentials and work experience as exhibiting and performing artists in the visual and media arts, contemporary museum and gallery art curators/directors, arts management, professionals, arts educators, design professionals such as architects, landscape architects, and urban planners.

Report to Mayor and City Council

Re: Reappoint of six (6) Commissioners to the Public Art Commission and Nomination and Appointment of one (1) Commissioner to fill a vacant seat for a Professional Artist

September 4, 2024

Page 2

DISCUSSION

In April 2024, staff reached out to members of the Public Art Commission. All but one member asked to be reappointed for a three-year term. Staff opened a recruitment to fill the professional artist vacancy. Our office received six (6) applications, only two (2) met the qualifications. The applications were provided to City Council and Director of Parks and Recreation Smith for review. There is currently one vacant seat on the Public Art Commission.

FISCAL IMPACT

\$4,500; Commissioners receive \$100 per meeting, and the Chair receives \$150. Funds are budgeted in Account No. 10118001. Meetings are held bi-monthly on the fourth Tuesday.

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

From: noreply@civicplus.com
To: [City Clerk Department](#)
Subject: Online Form Submittal: Public Art Commission / Volunteer Application
Date: Thursday, July 11, 2024 3:46:08 PM

CAUTION: This email originated from outside of the organization.

Public Art Commission / Volunteer Application

Public Art Commission / Volunteer Application

The application deadline has been extended to July 18, at 6 p.m.

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.

| | | |
|--------------------|--------------|----------------------|
| Date | 7/11/2024 | Outside of Districts |
| Last Name | De Medina | |
| First Name | Michael | |
| Middle Name | Dennis | |
| Business Telephone | 661-265-7010 | |
| Home Telephone | | |
| Cell Phone | | |

Possession of a valid California driver's license and the ability to be insured with the City's insurance carrier is required.

| | |
|-----------------|--|
| Present Address | |
|-----------------|--|

City Lancaster

State California

Zip Code 93536

Permanent Address (if
different from present
address):

City *Field not completed.*

State *Field not completed.*

Zip Code *Field not completed.*

Are you a current Public Art Commissioner? No

Personal Information

Have you ever applied to or worked for the City before? No

Do you have any relatives working for the City? No

Do you have a spouse
who is currently an
employee or appointee of
the City of Palmdale?

Have you ever been disciplined or cited for a breach of ethics or unprofessional conduct by a board, committee, or other professional group?

(Section Break)

Do you or any members of your immediate family:

Own any interest in any enterprise which does or might do business with the City and/or the Public Art Commission? No

Own any interest in any real property adjacent to or within the City of Palmdale?

No

Have any interests or associations which might present a conflict of interest?

No

Currently serve as an elected city or county official?

No

(Section Break)

What is your vision for Palmdale?

I would like for the city to have much more art centers and permanent art through out the city. More art- more civic involvement.

How do you feel you would add value to the Public Art Commission?
What unique characteristics, qualifications, perceptions, and experiences would you bring to the Commission?

I am a sculptor, and oil painter, and multi media artist, I would love to promote new younger artists, and to encourage them as future artists that care for their community, especially here in Palmdale..

What additional information would you like us to know to better assess your suitability for the Public Art Commission?

I have experience in most art forms and would love to teach and promote new artists in their endeavors. Having worked and contributed to the city of Palmdale by creating the Larry Chimbole life size Bronze, that is currently in the city Hall, I feel highly qualified.

What are your long-term goals as a Public Art Commission member?

I would love to see the city of Palmdale have a multitude of art in the parks and public place. There was once talk of a "legends program, where many of the city founders would be honored by sculptures and possibly large painted portraits.

In your opinion, what is the goal of the Public Art Commission and what benefit does it provide to the City of Palmdale?

I believe art is essential to the well being of the citizens of the community as well as the city. Art can be uplifting by its ability to reach young hearts and minds. A healthy citizen makes for a healthy community.

Have you had previous

As a young man I did work for the city of Los Angeles as a division leader in public works.

public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties.

Education, Training and Experience

Highschool Belmont High School

Address *Field not completed.*

City Los Angeles

State California

Zip Code *Field not completed.*

Number of Years Completed

Did you Graduate? Yes

GPA (i.e., A=4.0) 4.0

(Section Break)

College / University Cal State Northridge

Address *Field not completed.*

City Northridge

State California

Zip Code *Field not completed.*

Number of Years
Completed

Did you Graduate? *Field not completed.*

GBA (i.e. $\Delta=1.0$) 4.0

(Section Break)

| | |
|--|--|
| Vocational | <i>Field not completed.</i> |
| Address | <i>Field not completed.</i> |
| City | <i>Field not completed.</i> |
| State | <i>Field not completed.</i> |
| Zip Code | <i>Field not completed.</i> |
| Number of Years Completed | <i>Field not completed.</i> |
| Did you Graduate? | <i>Field not completed.</i> |
| Degree or Diploma | <i>Field not completed.</i> |
| GPA (i.e., A=4.0) | <i>Field not completed.</i> |
| (Section Break) | |
| Other | <i>Field not completed.</i> |
| Address | <i>Field not completed.</i> |
| City | <i>Field not completed.</i> |
| State | <i>Field not completed.</i> |
| Zip Code | <i>Field not completed.</i> |
| Number of Years Completed | <i>Field not completed.</i> |
| Did you Graduate? | <i>Field not completed.</i> |
| Degree or Diploma | <i>Field not completed.</i> |
| GPA (i.e., A=4.0) | <i>Field not completed.</i> |
| Please list professional licenses and certificates pertinent to a position on the Public Art Commission. | I've been a local business man, and professional artist for over 35 years I have received may accolades and plaques of recognition, even a congressional plaque from the United States Congress for my sculptures. |

[OPTIONAL] List all current organizations and societies of which you are a member:

| | |
|------------------------|---|
| Organization / Society | Writers group- Artists groups- amateur scientist groups |
| From | 5 years |
| Organization / Society | Artist groups |
| From | 10 years |
| Organization / Society | amateur scientists |
| From | 10 years |
| Organization / Society | <i>Field not completed.</i> |
| From | <i>Field not completed.</i> |
| Organization / Society | <i>Field not completed.</i> |
| From | <i>Field not completed.</i> |
| Organization / Society | <i>Field not completed.</i> |
| From | <i>Field not completed.</i> |

Employment History

List below all present and past employment for the last 10 years starting with your most recent employer. Account for all periods of unemployment. You must complete this section even if attaching a resume.

| | |
|--------------------------|--|
| Name of Employer | American Metal Arts |
| Address | 1817 E. Ave Q unit C-17 |
| City | Palmdale |
| State | California |
| Zip Code | 93550 |
| Type of Business | Award Manufacturing |
| Telephone Number | 661-265-7010 |
| Supervisor's Name | self |
| Your Position and Duties | ceo |
| Major Accomplishments | I'm proud to say that I've made many unique sculptures and awards for celebrities and public figures, as well as special |

items, even some items for President Reagan. I've also made institutional awards for very prominent and famous organizations.

Dates of Employment From *Field not completed.*

Dates of Employment To *Field not completed.*

Reason for Leaving: still actively self employed

Upon leaving, were you eligible for rehire? No

(Section Break)

Name of Employer *Field not completed.*

Address *Field not completed.*

City *Field not completed.*

State *Field not completed.*

Zip Code *Field not completed.*

Type of Business *Field not completed.*

Telephone Number *Field not completed.*

Your Supervisor's Name *Field not completed.*

Your Position and Duties *Field not completed.*

Major Accomplishments *Field not completed.*

Dates of Employment From *Field not completed.*

Dates of Employment To *Field not completed.*

Reason for Leaving *Field not completed.*

Upon leaving, were you eligible for rehire? *Field not completed.*

(Section Break)

Name of Employer *Field not completed.*

Address *Field not completed.*

| | |
|--|-----------------------------|
| City | <i>Field not completed.</i> |
| State | <i>Field not completed.</i> |
| Zip Code | <i>Field not completed.</i> |
| Type of Business | <i>Field not completed.</i> |
| Telephone Number | <i>Field not completed.</i> |
| Your Supervisor's Name | <i>Field not completed.</i> |
| Your Position and Duties | <i>Field not completed.</i> |
| Major Accomplishments | <i>Field not completed.</i> |
| Dates of Employment From | <i>Field not completed.</i> |
| Dates of Employment To | <i>Field not completed.</i> |
| Reason for Leaving | <i>Field not completed.</i> |
| Upon leaving, were you eligible for rehire? | <i>Field not completed.</i> |

(Section Break)

References

List below three persons not related to you who have knowledge of your civic activity within the last three years.

| | |
|-------------------------------|--------------|
| 1. Name | Wayne Munney |
| Address | [REDACTED] |
| City | Palmdale |
| State | California |
| Zip Code | 93550 |
| Telephone Number | [REDACTED] |
| Occupation | engraver |
| Number of Years Acquainted | 10 |

(Section Break)

2. Name Richard Loa

Address *Field not completed.*

City Palmdale

State California

Zip Code 93550

Telephone Number [REDACTED]

Occupation council man

Number of Years 8 years

Acquainted

(Section Break)

3. Name Chris Spicher

Address [REDACTED]

City Lancaster

State California

Zip Code 93536

Telephone Number *Field not completed.*

Occupation Florist

Number of Years 10

Acquainted

Acknowledgment

Please read carefully and initial each paragraph:

I hereby certify that the
answers given by me on
this application are true
and correct to the best of
my knowledge, and that I
have not withheld any
information that might
adversely affect my
chances for appointment.
I understand that any

MDM

misstatement or omission of fact on this application or any documents used to obtain an appointment may result in rejection of this application or immediate discharge if I am appointed, regardless of the time elapsed before discovery of the misstatement or omission. I further certify that I, the applicant, have personally completed this application.

I hereby authorize the City of Palmdale to investigate my references, prior employers, work record, education, and other matters related to my suitability for appointment and further, authorize the references I have listed, all prior employers, and all educational institutions attended, to disclose to the City of Palmdale any and all letters, reports, and other information related to my records, including, but not limited to, my performance reviews and evaluations, discipline, commendations, awards, and all other employment information, without giving me prior notice of such disclosure. By providing this page of the application to the references, prior employers, and educational institutions attended, I release them,

MDM

to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities for providing the City of Palmdale with all information. I release the City of Palmdale, its agents, employees, and representatives, to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities that may result from any use or disclosure of such information by the City of Palmdale, or any of its agents, employees, and representatives.

I further understand and agree that as a condition to being appointed to the Public Art Commission, I will be required to agree to conduct myself in accordance with the City of Palmdale's personnel practices and policies as set forth in the Human Resources Rules, the Brown Act, the Public Records Act, and the Public Art Commission Rules of Procedures, copies of which I will be provided and will review prior to accepting an appointment to the Public Art Commission. To the fullest extent permitted by law, I expressly consent to, and I waive any rights of privacy I might otherwise have in connection with the City's Human Resources Rules

MDM

in general and the above-described sections in particular. _

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 this Planning Commission position and that such information collected during the check will be kept confidential. _

Volunteer Information

[OPTIONAL] Reasonable Accommodations No

What reasonable accommodations would be necessary to assist you in this area? *Field not completed.*

Foreign Language Spanish

Select all that apply Speak, Read, Write

Foreign Language *Field not completed.*

Select all that apply *Field not completed.*

Specialized training/skills supervision/ computer

Computer Skills Word

In Case of Emergency

Whom should we notify? 

Home Telephone [REDACTED]

Work Telephone [REDACTED]

Physician's Name [REDACTED]

Telephone *Field not completed.*

Do you have any medical history that we should be aware of in the event of an emergency? No

Authorization and Release

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the *Field not completed.*
Authorization and
Release set forth on this
day

Name (print) Michael De Medina

Signature Michael De Medina

Applicants are *Field not completed.*
encouraged to attach a
resume.

Applications may be mailed (postmarked the date of the deadline), e-mailed to cityclerkdepartment@cityofpalmdale.org or hand delivered to the office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550
For additional information, please contact the City Clerk at 661/267-5151.

Email not displaying correctly? [View it in your browser.](#)



P A L M D A L E
a place to call home

Office of the City Clerk
38300 Sierra Highway, Suite C
Palmdale, CA 93550
(661) 267-5151

Public Art Commission / Volunteer Application

The City of Palmdale is an equal opportunity employer and does not discriminate in hiring or employment upon any basis prohibited by law, including race, color, creed, religion, age, sex (including pregnancy, childbirth, and related medical conditions), cancer, national origin, genetic characteristics, genetic information, ancestry, sexual orientation, gender, gender identity, gender expression, marital status, veteran status, disability, or any other basis protected by applicable law. None of the questions or information sought in this application are intended to discriminate based upon any status protected by law. If you need reasonable accommodation in completing this application, or in any other part of the application process, please contact the City Clerk's Office at 661/267-5151.

Public Art Commission Information (please print):

Date: 06/24/2024 Outside of Districts

Name: Schuder Julie Kay
Last First Middle

Business Telephone: (530-740-3980 Home Telephone: _____

Cell Phone: _____ Email Address: _____

Possession of a valid California driver's license and the ability to be insured with the City's insurance carrier is required.

Present Address: _____
(Street, City, State, Zip Code)

Permanent Address (if different from present address):

(Street, City, State, Zip Code)

Are you a current Public Art Commissioner? Yes No

Seats available for Commission members with the following experience:

| Professional Credentials | Number of Seats Available | Check box for Position of Interest |
|--|---------------------------|-------------------------------------|
| Professional Artists: (Exhibiting and performing artists) | 1 | <input checked="" type="checkbox"/> |

Personal Information (Please attach additional sheets, if necessary.)

1 Have you ever applied to or worked for the City before? If yes, when? _____

Yes No

2 Do you have any relatives working for the City? If yes, state name(s) and relationship.

Yes No

3 Do you have a spouse who is currently an employee or appointee of the City of Palmdale? If so, what is the employee or appointee's name and position?

Yes No

4 Have you ever been disciplined or cited for a breach of ethics or unprofessional conduct by a board, committee, or other professional group? If yes, please explain.

Yes No

5 Do you or any members of your immediate family:

Own any interest in any enterprise which does or might do business with the City and/or the Public Art Commission?

Yes No

Own any interest in any real property adjacent to or within the City of Palmdale?

Yes No

Have any interests or associations which might present a conflict of interest?

Yes No

Currently serve as an elected city or county official? If yes, please explain.

Yes No

6 What is your vision for Palmdale?

Being the first city that you encounter when driving into the Mojave Desert from LA., I see Palmdale as the Gateway to the Mojave Desert. I see it celebrating all of the things that set it apart from LA, such as no traffic, rural living, wide open space, dark skies, moon rises, and the unique flora and fauna that are native to the region. Although it is close to LA in proximity, it is worlds apart in so many ways.

7 How do you feel you would add value to the Public Art Commission? What unique characteristics, qualifications, perceptions, and experiences would you bring to the Commission?

I am passionate about participating in grass roots efforts to bolster art appreciation and celebrate the diversity of Palmdale's residents through community engagement. I enjoy teaching art, and experiencing the joy that comes with the discovery of a new appreciation for art, or watching as a person falls in love with a medium. My experience teaching art and interest in getting residents involved with the process brings an opportunity to further promote community pride and involvement.

8 What additional information would you like us to know to better assess your suitability for the Public Art Commission?

I am local, and I am self-employed, having run two healthcare businesses for the past 28 years. I have served as a board member for many groups and businesses, such as the Antelope Acres Town Council, Art Around Studios, and the Antelope Valley Dust Control Group. I make my own schedule, so I can make myself available to attend meetings and events.

9 What are your long-term goals as a Public Art Commission member?

My goals are to help foster art appreciation through community engagement, celebrate the diversity of Palmdale's residents, and create a more desirable community within which to live, work and visit.

10 In your opinion, what is the goal of the Public Art Commission and what benefit does it provide to the City of Palmdale?

The goal of the Public Art Commission seems to be to use art to beautify the city, foster economic development and tourism, revitalize urban areas, and improve the overall business climate by creating a more desirable community within which to live and work.

11 Have you had previous public service experience on a commission or public body? If so, indicate the public agency, title of position, and duties.

Antelope Acres Town Council board member

Education, Training and Experience:

| School | Name and Address | No. of Years Completed | Did you Graduate? | Degree or Diploma | GPA (i.e., A=4.0) |
|----------------------|--|------------------------|---|---------------------|-------------------|
| High School | Armijo High School | 4 | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> | High school diploma | 3.5 |
| College / University | Antelope Valley Napa Valley College | College 3 2 | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | | |
| Vocational | | | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |
| Other | | | Yes <input type="checkbox"/> No <input type="checkbox"/> | | |

12 Please list professional licenses and certificates pertinent to a position on the Public Art Commission.

None

13 **[OPTIONAL]** List all current organizations and societies of which you are a member:

| Organizations / Societies | From |
|---------------------------|------|
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Employment History

List below all present and past employment for the last 10 years starting with your most recent employer. Account for all periods of unemployment. You must complete this section even if attaching a resume.

Name of Employer: Crossroads Living Center, Inc.

Address: 320 Cernon St., Vacaville, CA 95688

Street Number

City, State, Zip

Type of Business: Healthcare

Telephone No.: (707-673-3052

Your Supervisor's Name: n/a

Your Position and Duties: CEO; oversee operations

Major Accomplishments: 28 years in business

Dates of Employment: From 11/95 To Present

Reason for Leaving: n/a

Upon leaving, were you eligible for rehire? Yes No

Name of Employer: Crossroads Community Options LLC

Address: 320 Cernon St., Vacaville, CA 95688
Street Number City, State, Zip

Type of Business: Operate adult day center for people with intellectual disabilities

Telephone No.: (707-673-3052

Your Supervisor's Name: n/a

Your Position and Duties: CEO; oversee operations

Major Accomplishments: 25 years in business

Dates of Employment: From 11/1999 To

Reason for Leaving: n/a

Upon leaving, were you eligible for rehire? Yes No

Name of Employer: Antelope Valley College

Address: 3041 West Avenue K Lancaster, CA 93536
Street Number City, State, Zip

Type of Business: Community College

Telephone No.: ()

Your Supervisor's Name: Kathryn Mitchell

Your Position and Duties: Professional Expert; ceramic demonstration and instruction

Major Accomplishments: Took over when long-time ceramics professor retired suddenly

Dates of Employment: From 3/16/2023 To 6/1/2023

Reason for Leaving: job ended

Upon leaving, were you eligible for rehire? Yes No

References

List below three persons not related to you who have knowledge of your civic activity within the last three years.

Name of Employer: John Eakin; Antelope Valley College

Address: _____

Telephone No.: ([REDACTED]

Occupation: Photographer, Photography Lab Technician

Number of Years Acquainted: 3

Please read carefully, initial each paragraph and sign below:

I hereby certify that the answers given by me on this application are true and correct to the best of my knowledge, and that I have not withheld any information that might adversely affect my chances for appointment. I understand that any misstatement or omission of fact on this application or any documents used to obtain an appointment may result in rejection of this application or immediate discharge if I am appointed, regardless of the time elapsed before discovery of the misstatement or omission. I further certify that I, the applicant, have personally completed this application.  (Initials)

I hereby authorize the City of Palmdale to investigate my references, prior employers, work record, education, and other matters related to my suitability for appointment and further, authorize the references I have listed, all prior employers, and all educational institutions attended, to disclose to the City of Palmdale any and all letters, reports, and other information related to my records, including, but not limited to, my performance reviews and evaluations, discipline, commendations, awards, and all other employment information, without giving me prior notice of such disclosure. By providing this page of the application to the references, prior employers, and educational institutions attended, I release them, to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities for providing the City of Palmdale with all information. I release the City of Palmdale, its agents, employees, and representatives, to the fullest extent permitted by law, from any and all claims, demands, fees, and liabilities that

may result from any use or disclosure of such information by the City of Palmdale, or any of its agents, employees, and representatives. JY (Initials)

I further understand and agree that as a condition to being appointed to the Public Art Commission, I will be required to agree to conduct myself in accordance with the City of Palmdale's personnel practices and policies as set forth in the Human Resources Rules, the Brown Act, the Public Records Act, and the Public Art Commission Rules of Procedures, copies of which I will be provided and will review prior to accepting an appointment to the Public Art Commission. To the fullest extent permitted by law, I expressly consent to, and I waive any rights of privacy I might otherwise have in connection with the City's Human Resources Rules in general and the above-described sections in particular. JY (Initials)

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 this Planning Commission position and that such information collected during the check will be kept confidential. JY (Initials)

Volunteer Information:

[OPTIONAL] REASONABLE ACCOMMODATIONS: Based on your understanding of the Volunteer Program, will you require any special accommodations to apply and/or participate as a volunteer?

Yes No If yes, what reasonable accommodations would be necessary to assist you in this area?

Foreign Languages: _____ Speak / Read / Write
_____ Speak / Read / Write

Specialized training/skills: _____

Computer Skills:

Word Access Photoshop PowerPoint Excel Publisher Adobe Creator

Other: _____

In Case of Emergency:

Whom should we notify? _____
Name / Relationship to Applicant

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Physician's Name: _____ Phone: _____

Do you have any medical history that we should be aware of in the event of an emergency?
(Allergies, medications, etc.)

AUTHORIZATION AND RELEASE

I voluntarily agree to participate in this program. I hereby waive, release, and hold harmless from any liability or claims for damages for personal injury, including death, as well as from claims for property damage which may arise in connection with the above-named activity, against the supervisor, the City of Palmdale and its elected and appointed officials, agents, and employees.

I hereby agree to the Authorization and Release set forth on this 25th day of June,
2024.

Applicant's Signature: 

Applicants are encouraged to attach a resume.

Applications may be mailed (postmarked the date of the deadline), e-mailed to cityclerkdepartment@cityofpalmdale.org or hand delivered to the office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550

For additional information, please contact the City Clerk at 661/267-5151.