



PALMDALE

a place to call home

**CITY COUNCIL
SUCCESSOR AGENCY
HOUSING AUTHORITY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, DECEMBER 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. PRESENTATIONS

- 4.1 Update regarding Certificate in Applied Positive Psychology (CAPP) Program's Third Cohort.

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 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 Consent Calendar and will be considered separately following this portion of the Agenda.

- 6.1 Approve the Housing Authority of the City of Palmdale's 2023-24 Annual Report prepared pursuant to California Health & Safety Code §34176.1; and direct staff to post the information on the City's website.

[SR Housing Asset Report 2023-24.docx](#)
[Rpt. Housing Asset Report 2023-24.pdf](#)

- 6.2 Approve the minutes from the previous meeting.

[HA Minutes 09 04 2024 5pm.pdf](#)

7. CONSENT CALENDAR

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

- 7.1 Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).
- 7.2 Receive and File the Monthly Investment Activity Reports for October 2024.
[SR Monthly Investment Reports October 2024.docx](#)
[Rpt. Monthly Investment Reports October 2024.pdf](#)
- 7.3 Approve Second Amendment to Agreement with The Wellbeing Lab dba Louis Alloro, LLC, to provide four additional one-day Youth Mental Health & Wellbeing Summits and a fourth cohort of the Certificate In Applied Positive Psychology (CAPP) Program, increasing the Agreement by \$300,000 for a total not to exceed amount of \$745,000 for a term of September 30, 2026.
[SR Agrmt No. A-8696 Second Amendment with The Wellbeing Lab dba Louis Alloro LLC.docx](#)
[Agrmt No. A-8696 Second Amendment with The Wellbeing Lab dba Louis Alloro LLC.pdf](#)
[Agrmt No. A-8696 First Amendment with The Wellbeing Lab dba Louis Alloro LLC.pdf](#)
[Agrmt No. A-8696 with The Wellbeing Lab dba Louis Alloro LLC.pdf](#)
- 7.4 Receive and file the Special Tax Annual Report for CFD 2003-1 (Anaverde), CFD 05-1 (Trade and Commerce), CFD 16-1 (Joshua Ranch Water Supply and Maintenance Services), and CFD 2022-1 (Citywide Maintenance and Services) in accordance with Senate Bill 165, Section 53411 of the California Government Code.
[SR Special Tax Annual Report.docx](#)
[Rpt. Special Tax Annual Report 2023.pdf](#)
[Rpt. Special Tax Annual Report 2024.pdf](#)
- 7.5 Approve the minutes from the previous meeting.
[CC Minutes 11 20 2024 5pm.pdf](#)

8. NEW BUSINESS

- 8.1 Rotation of Incumbents serving as Mayor and Mayor Pro Tem.
[SR Rotation of Incumbents Mayor and Mayor Pro Tem.docx](#)
[Ord. No. 1611.pdf](#)

9. PRESENTATION OF A PLAQUE TO MAYOR BISHOP AND CEREMONIAL PASSING OF THE GAVEL

10. RESOLUTION RECITING ELECTION RESULTS

- 10.1 Adopt Resolution No. CC 2024-088, a Resolution of the City Council of the City of Palmdale California, reciting the fact of the General Municipal Election held on November 5, 2024, declaring the result and such other matters as provided by law.

[Reso. No. CC 2024-088 Reciting Facts of Election.docx](#)
[Exh A - Placeholder.pdf](#)

11. ADMINISTRATION OF OATH OF OFFICE

12. CITY MANAGER'S REPORT

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

14. 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.

15. **ADJOURN** meeting to December 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: DECEMBER 4, 2024

TO: HONORABLE CHAIR AND COMMISSIONERS

FROM: HOUSING DEPARTMENT

DISTRICT: ALL

SUBJECT: APPROVE THE HOUSING AUTHORITY OF THE CITY OF PALMDALE'S 2023-24 ANNUAL REPORT PREPARED PURSUANT TO CALIFORNIA HEALTH & SAFETY CODE §34176.1 AND DIRECT STAFF TO POST THE INFORMATION ON THE CITY'S WEBSITE

RECOMMENDATION

Staff recommends that the Housing Authority:

1. Approve the Housing Authority of the City of Palmdale's 2023-24 Annual Report prepared pursuant to California Health & Safety Code §34176.1; and,
2. Direct staff to post the information on the City's website.

BACKGROUND

The California Health and Safety Code (HSC) requires Housing Successors to prepare annual reports on the Low and Moderate Income Housing Asset Fund (LMIHAF). These reports provide the governing body of the Housing Successor with information about the Housing Successor's activities and housing assets.

The former Redevelopment Agency of the City of Palmdale was dissolved on February 1, 2012. Pursuant to the Dissolution Act, the City Council of the City of Palmdale adopted Resolution No. CC 2012-003 on January 4, 2012, designating the Housing Authority of the City of Palmdale as the entity responsible for performing the housing functions previously performed by the former Redevelopment Agency and the Commissioners of the Housing Authority adopted Resolution No. HA 2012-001, accepting the designation as the entity that will perform those housing functions.

Senate Bill 341, effective January 2014, and Assembly Bill 1793, effective January 2015, amended California Health and Safety Code §34176 and required specified housing financial and activity information be provided to the Housing Successor's legislative body and posted on its internet website for the previous fiscal year.

DISCUSSION

Housing Asset Funds serve a critical function in promoting affordable housing development and preservation across California. Established in response to housing crises, these funds aim to increase the availability of safe and affordable housing options for low-income residents. The funds are utilized for various purposes, including new construction, rehabilitation of existing units, and supporting homeownership programs.

The California Health and Safety Code outlines the framework for managing Housing Asset Funds, emphasizing compliance, accountability, and transparency. Key provisions mandate local agencies to report on the use of these funds, ensuring that they align with broader housing policies and community needs. This regulatory oversight is crucial for maintaining public trust and ensuring funds are effectively utilized.

Staff has prepared the 2023-24 Housing Asset Fund Annual Report and is providing it here for the Housing Authority Board's review and consideration.

FISCAL IMPACT

\$0; This item has no fiscal impact to the Housing Authority.

STRATEGIC PLAN

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

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

Prepared by:	Sophia Reyes, Director of Housing
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

Housing Authority of the City of Palmdale 2023-24 Annual Report Pursuant to Health & Safety Code §34176.1

Housing Authority of the City of Palmdale



P A L M D A L E
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Annual Report

Pursuant to Health & Safety Code Section 34176.1

For the Fiscal Year Ended June 30, 2024

Introduction

California Health & Safety Code §34176.1* requires that each housing successor present to its legislative body and post on its Internet website an annual report that contains the following items for the previous fiscal year:

- The amount deposited to the Low and Moderate Income Housing Asset Fund distinguishing items listed on the Recognized Obligation Payment Schedule from other accounts.
- A statement of the balance in the fund as of the close of the fiscal year, distinguishing any amounts held for items listed on the Recognized Obligation Payment Schedule from other amounts.
- A description of expenditures from the fund by category, including but not limited to, expenditures for:
 - monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering activities funded with the Low and Moderate Income Housing Asset Fund
 - homeless prevention and rapid rehousing services
 - development of affordable housing.
- The statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts.
- A description of any transfers made to a contiguous jurisdiction for the purpose of developing transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing in the previous fiscal year and, if still unencumbered, in earlier fiscal years and a description of and status update of any project for which transferred funds have been or will be expended if that project has not yet been placed in service.
- A description of any project for which the housing successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule and the status of that project.
- For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with Section 33334.16, as amended by Section 34176.1(e). For interests in real property acquired on or after February 1, 2012, a status update on the project.
- A description of any outstanding obligations pursuant to Section 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor's progress in meeting those obligations, and of the housing successors plans to meet unmet obligations.
- The housing successor shall include in the report posted on its Internet website the implementation plans of the former redevelopment agency.
- If the housing successor fails to comply with the extremely low income requirement in any five year report, demonstrate progress to comply in the annual report.
- The percentage of units of deed restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units

of deed restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.

- The amount of excess surplus, as defined in Section 34176(d), the amount of time that the housing successor has had excess surplus, and the housing successor's plan for eliminating the excess surplus.
- An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3. This inventory shall include all of the following information:
 - (A) The number of those units.
 - (B) In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For all subsequent reports, the number of the units lost to the portfolio in the last fiscal year and the reason for those losses.
 - (C) Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund.
 - (D) Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity.

* *All references are to the Health & Safety Code unless otherwise stated*

The following information is presented in accordance with the requirements of Section 34176.1(f):

(1) The amount deposited to the Low and Moderate Income Housing Asset Fund.

The amount deposited to the Low and Moderate Income Housing Asset Fund includes deposits for items on the Recognized Obligations Payment Schedule and funds generated from the housing successor's assets, including revenues and loan payments. A summary of the funds deposited is below:

Description	Amount
Deposits for items on the ROPS	\$250,000
Loan payments	\$2,112,123
All other deposits	<u>\$51,108</u>
Total	<u>\$2,413,231</u>

(2) A statement of the balance in the fund as of the close of the fiscal year.

The balance of the Low and Moderate Income Housing Asset funds is \$13,277,907.

(3) A description of expenditures from the fund by category:

Description	Amount
Expenditures for ROPS items	\$1,139,388
Monitoring and preserving the long-term affordability of units & administration of Low and Moderate Income Housing Asset Fund activities	\$640,871
Homeless prevention and rapid rehousing services.	\$148,410
Development* expenditures	<u>\$160,376</u>
Total	<u>\$2,089,045</u>

Development* expenditures July 1, 2020 – June 30, 2024 by income category

51% of funds to 30% AMI	\$1,513,899
11% of funds to 31-59% AMI	325,957
38% of funds to 60-80% AMI	<u>1,119,737</u>
Total	<u>\$2,959,593</u>

*Section 34176.1(a)(3)(D) defines "Development" as "new construction, acquisition and rehabilitation, substantial rehabilitation as defined in Section 33413, the acquisition of long-term affordability covenants on multifamily units as described in Section 33413, or the preservation of an assisted housing development that is eligible for prepayment or termination or for which within

the expiration of rental restrictions is scheduled to occur within five years as those terms are defined in Section 65863.10 of the Government Code.”

(4) The statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts.

<u>Description</u>	<u>Statutory Value</u>
Real Property	\$12,249,353
Loans and Grants Receivable	<u>\$25,310.766</u>
Total	<u>\$37,560,119</u>

(5) A description of any transfers made to a contiguous jurisdiction for the purpose of developing transit priority projects, permanent supportive housing, housing for agricultural employees or special needs housing in the previous fiscal year.

None.

(6) A description of any project for which the housing successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule and the status of that project.

The housing successor is holding \$2,979,524.90 of property tax revenue in an escrow account at US Bank for the Transit Village Townhome Project for Mortgage Assistance Program loans for eligible participants, impact fees, and construction funds. Additional property tax revenue in the Low and Moderate Income Housing Asset Fund is encumbered to satisfy the obligation under a Standard Agreement with the California Department of Housing and Community Development to develop 46 affordable townhomes. Construction of the infrastructure for 122 units has been completed. A parcel map for the project area has been completed and recorded.

(7) For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with Section 33334.16, as amended by Section 34176.1. For interests in real property acquired on or after February 1, 2012, a status update on the project.

**Acquired before
February 1, 2012**

<u>Parcel</u>	<u>Date Acquired/DOF Approved</u>	<u>Status</u>
3006-008- 906/907/908 293- 191120	07/22/2005 10/5/2012	Agreement A-1977 for development of 122 units of owner occupied townhomes
503 East Avenue Q- 3 3008-010-020 (906) (293-191160)	07/19/2007 10/5/2012	Held for resale.

Housing Authority of the City of Palmdale
Annual Report
Fiscal Year Ended June 30, 2024

3008-010-015(904) 10/15/2004 10/5/2012 Vacant land held for development
(293-191230)

**Acquired after
February 1, 2012**

<u>Parcel</u>	<u>Date Acquired</u>	<u>Status</u>
38553 4 th St East (3008-016-902)	10/02/2013	Held for resale.
38627 32 nd Street East (3021-005- 900)	08/16/2013	Held for resale
1129 East Avenue R4	04/23/2015	Rehabilitated and held for resale
3008-010-907 (293- 191243)	04/26/2013	Vacant and held for resale/development
38301 11 th Street East	09/03/2015	Rehabilitation
38272 11 th Street East	09/03/2015	Rehabilitation
38204 11 th Street East	09/03/2015	Rehabilitation
38045 & 38055 10 th Street East	09/03/2015	Rehabilitation
513 East Avenue Q4	11/05/2018	Held for resale
38107 10 th Street East	04/06/2021	Held for resale
APN-3006-006-915	03/20/2023	Held for Resale
APN-3006-006-916	11/23/2023	Held for Resale

(8) A description of any outstanding replacement or production housing obligations pursuant to Section 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor's progress in meeting those obligations, and of the housing successors plans to meet unmet obligations.

No outstanding or unmet obligations.

The housing successor shall include in the report posted on its Internet website the implementation plans of the former redevelopment agency.

The most current implementation plan is posted at <http://www.cityofpalmdale.org/Your-City-Hall/Federal-and-State-Grants>.

(9) If the housing successor fails to comply with the extremely low income requirement in any five year report, demonstrate progress to comply in the annual report.

N/A

(10) The percentage of units of deed restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period.

Project	Date completed	Units	Senior or Family
Valdez 1012 Q5	7/11/2014	1	Family
Palmdale Dream Center	02/12/2015	11	Transitional/Family
La Quinta Apts	09/03/2015	100	Family
Summerwood Apts	09/03/2015	54	Family
Park Vista Apts	09/03/2015	28	Family
Impressions Apts	09/03/2015	109	Senior
Estes 509 Q6	12/10/2015	4	Family
Estes 515 Q6	12/10/2015	4	Family
Courson Arts Colony East	12/14/2016	81	Family
Courson Arts Colony West	05/08/2017	80	Family
ACT Duplex 513 Q2	07/19/2017	2	Family
38709 Larkin	02/28/2019	4	Family
507 Q4	05/11/2021	4	Family
Total		482	
Senior		109	23% Senior

(11) The amount of excess surplus, the amount of time that the successor agency has had excess surplus, and the housing successor's plan for eliminating the excess surplus. Section 34176.1(d) defines excess surplus as an unencumbered amount in the account that exceeds the greater of one million dollars or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater.

Computation of Low and Moderate Income Housing Asset Funds Excess Surplus

	Low & Moderate Income Housing Asset Funds July 1, 2023
Cash Balance	\$13,267,735
Less Encumbrances	<u>(\$11,123,274)</u>
Unencumbered Amount	\$2,144,461

Limitation = greater of \$1,000,000 or housing successor's preceding four fiscal years' deposits (\$34176.1(d))

Deposits in housing successor's last four fiscal years:

Fiscal year 2022-2023	\$2,467,488
Fiscal year 2021-2022	\$2,476,629
Fiscal year 2020-2021	\$1,979,776
Fiscal year 2019-2020	\$2,280,022

Total housing successor's four fiscal years' deposits	<u>\$9,203,915</u>
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Base Limitation	<u>\$ 1,000,000</u>
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Limitation - Greater Amount	<u>\$9,203,915</u>
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Computed Excess Surplus [Unencumbered Amount exceeding the Limitation]	<u>NONE</u>
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(12) An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3. This inventory shall include all of the following information:

(A) The number of those units.

(B) In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For all subsequent reports, the number of the units lost to the portfolio in the last fiscal year and the reason for those losses.

(C) Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund.

(D) Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the entity.

Number of homeownership units assisted by the former redevelopment agency or the housing successor and subject to covenants or restrictions at 6/30/2024: 94

Number of units lost to portfolio July 1, 2023 through June 30, 2024: 43

Reasons for Losses:

Loans paid: 5

Loans lost to foreclosure or value of property less than loan: 0

Converted to grant: 38

Funds received by the Housing Authority:

July 1, 2023 - June 30, 2024: \$167,054

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Fiscal Year Ended June 30, 2024

The Housing Authority of the City of Palmdale has not contracted with an outside entity for the management of the units.

**MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
SEPTEMBER 4, 2024**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:03 p.m.

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, Dianne Betts.

ABSENT: Christina Fraga-Saenz.

Motion: Excuse the absence of Commissioner Fraga-Saenz

Moved by Austin Bishop, seconded by Laura Bettencourt.

Vote: Motion carried (6-0)

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

Absent: Christina Fraga-Saenz.

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 Stephen Wood.

The following observances were acknowledged for September: Child Cancer Awareness Month, National Preparedness Month, Suicide Prevention Awareness Month, Hispanic Heritage Month, and National Recovery Month.

4) PRESENTATION

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

A representative from the Matthew Perry Foundation spoke about the fentanyl epidemic and the work that is being done in the City of Palmdale.

Councilmember Ohlsen thanked the Matthew Perry Foundation for the \$10,000

donation.

Mayor Bishop presented a certificate to the Matthew Perry Foundation.

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

Eugene Hernandez discussed Antelope Valley Transit Authority (AVTA) bus benches and the appointment process for City boards, commissions, and committees.

Item 6.1 was pulled for discussion by Councilmember Alarcón.

6) HOUSING AUTHORITY CONSENT CALENDAR

- 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).
Supervising Coordinator Nichols presented the Staff Report.

Councilmember Alarcón asked for line-item details, an update on the improvements for the Mobile Home Parks, and additional information on SB1069 legislation. Supervising Coordinator Nichols stated they are in the process of preparing the memo outlining suggestions. City Manager Perez and City Attorney Curley discussed the legislation on Accessory Dwelling Units (ADU's). Discussion ensued on the restriction on the number of animals allowed.

Motion: Approve the Housing Authority of the City of Palmdale's Annual Report.
Moved by Richard J. Loa, seconded by Eric Ohlsen.

Vote: Motion carried (6-0)

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

Absent: Christina Fraga-Saenz.

- 6.2) Approve the minutes from the previous meetings.

Motion: Approve all items as listed on the Housing Authority Consent Calendar except for item 6.1.

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

Vote: Motion carried (6-0)

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

Absent: Christina Fraga-Saenz.

The Housing Authority was adjourned at 5:25 pm.

Items 7.3, 7.4, and 7.5 were pulled for discussion.

7) CONSENT CALENDAR

- 7.1) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This 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.
- 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.

Deputy Director of Public Works Hashemian presented the staff report.

There was Council and staff discussion on the encampment clean-up process, public and staff safety, and leading with compassion.

Motion: Approve the First Amendment to Agreement with Patriot Environmental Services, Inc. for as-needed biohazard clean-up and removal services.

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

Vote: Motion carried (5-0)

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

- 7.4) 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.

Deputy Director of Public Works Hashemian presented the staff report.

Council and staff discussed the bidding process, local hire, the number of trees in the LMAD, graffiti, vandalism, and quality of life.

Motion: Approve Agreement with Monarch Landscape Holdings, LLC dba Terracare Associates for maintenance services at parks, facility grounds, and transit sites.

Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

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

- 7.5) Approve a budget amendment of \$601,718 for Antelope Valley Transit Authority operating costs for Fiscal Year 2024-2025.

Mayor Bishop recused himself since he has done business with AVTA.

Deputy Director of Public Works Hashemian presented the staff report.

Council and staff discussed the increase in contributed funds by JPA participants, inventory of bus stops and amenities, and ridership. Mr. Tompkins, Executive Director of AVTA, provided clarification on the increase in contributed funds by JPA participants and bus stop amenities.

Motion: Approve a budget amendment of \$601,718 for Antelope Valley Transit Authority operating costs for Fiscal Year 2024-2025.

Moved by Andrea Alarcón, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)

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

Mayor Bishop returned to the dais.

- 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.

- 7.7) Approve the minutes from the previous meeting.

Motion: Approve all items listed under the Consent Calendar except for items 7.3, 7.4, and 7.5.

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.

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.

Supervising Coordinator Nichols presented the staff report.

Mayor Bishop opened the Public Hearing.

Testimony: None.

Mayor Bishop closed the Public Hearing.

Councilmember Alarcón asked questions regarding the unexpended funds for the tenant-based rental assistance program, public facilities, and infrastructure, the racial and ethnic composition of families assisted, the outreach program, and the action plan for targeting and informing Latino communities. Supervising Coordinator Nichols provided clarification. There was further discussion among the Council and staff regarding the information requested on the application and qualifications for the program. Mayor Pro Tem Loa requested a report back.

Motion: Approve the recommendations and findings as listed in the staff report
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.

9) APPOINTMENTS

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

Councilmember Alarcón asked Council to allow the applicants to speak.

Ms. Love introduced herself and spoke regarding her qualifications.

Councilmember Alarcón nominated Ms. Love; the motion died for lack of a second.

Motion: Appoint Ebonni Bernstein to the Mobile Home Park Rental Review Board

Moved by Austin Bishop, seconded by Richard J. Loa.

Vote: Motion carried (4-1)

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

No: Andrea Alarcón.

- 92) 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.

The Public Art Commissioners came up and shared their experience while serving on the Commission and thanked staff.

Mayor Bishop thanked the Public Art Commission for their leadership.

Mayor Pro Tem Loa pointed out that artist, Michael De Medina created the sculpture of Larry Chimbole, the first mayor of Palmdale.

Motion: Reappoint Nathaniel Ancheta, Doug Grove, Ayeasha Jones, Lisa Sarno, Warren Scherich, Edwin Vasquez as Commissioners to the Public Art

Commission. Appoint Michael De Medina as a Commissioner.
Moved by Richard J. Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-0)

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

10) CITY MANAGER'S REPORT

City Manager Perez reported on the following: State of the City 2024; 19th Annual Kiwanis Duck Race September 6; GraceFest at the Palmdale Amphitheater September 6 and 7; Erick A. Garcia "You Are Enough" Foundation Candlelight Vigil at Poncitlan Square on September 10; Antelope Valley Wellness Expo at the Mall on September 14; Palmdale Playhouse 30th Anniversary on September 14; Tequila & Taco Festival September 21 and 22; and State Route 14 North L.A. County Safety & Mobility Improvement Project Scoping Meeting at Oasis Park on September 12.

11) SHERIFF'S REPORT

Captain Bardon reported on the following and announced upcoming events: Response times for routine calls for service; Partnership with the City's Public Safety staff; Part 1 Crimes; Arrests; Firearm recovery; graffiti arrests; traffic enforcement and collision prevention; upcoming event honoring Deputy Ryan Clinkunbroomer with a 24-hour vigil on the one year anniversary of his death on September 16; Gun buyback event on September 20 in Poncitlan Square; Haunted House on October 19; and invited members of the community to participate in the Palmdale Sheriff's Department survey.

Council and Captain Bardon discussed the Code Enforcement partnership, the status of the virtual deputy, community engagement, and the haunted house hosted at the Palmdale Sheriff's Station.

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

Council Member Alarcón reported on the following: conversations between Palmdale Regional Medical Center and Palmdale High School; the 1st Annual National Latina Day Celebration—The Antelope Valley Women's Empowerment Conference on August 30th.

Councilmember Ohlsen reported on the following: Homes4Families veteran housing key ceremony; meeting with High-Speed Rail Authority; Albe's Ice Cream grand opening; State of the City 2024; and spoke about the Palmdale Youth Soccer League donation of \$5,600 from the City of Palmdale.

Mayor Pro Tem Loa reported on the following: Spanish Talk Radio; Homes4Families veteran housing key ceremony; Summer Concerts; IBEW NECA barbecue in City of Commerce; Generations Juried Art Exhibit Award ceremony; celebration of life for Alisha Semchuck; Dr. Smith hosted a reception honoring and welcoming the new commanders and directors for Plant 42 and Edwards Air Force Base; State of the City 2024; and Sav-on Drug Store on Tierra Subida will provide a vaccination program at

SAVES.

Councilmember Bettencourt reported on the following: Generations Juried Art Exhibit Award ceremony; State of the City 2024; Avigilon United Systems Training that provides safety on City property; and Citizen Advisory Committee meeting on August 29th.

Mayor Bishop reported on the following: Family Movie Nights and Concerts; Ribbon cutting for Community Self Determination Institute Charter School; Homes4Families veteran housing key ceremony; Big Momma's Chicken & Waffles ribbon cutting ceremony; Auto Mall Dine & Drive; SAVES backpack distribution; Palmdale Youth Soccer League opening ceremony; State of the City 2024; Dinner with a Deputy; Coffee with a Cop; Community Advisory Committee (CAC) meeting; Movie nights; and spoke with residents regarding new street sweeping policy.

City Manager Perez spoke regarding the street sweeping policy and meetings with the public. Council and City Manager Perez discussed the street sweeping policy, street sweeping signage, and communicating information to the community.

Mayor Pro Tem Loa announced the upcoming release of a convicted sexual predator in Pearblossom and stated that the District Attorney is requesting victims of sexual assault and members of the public submit comments to svpcomments@da.lacounty.gov by September 17, 2024. Additionally, Councilmember Alarcón stated to locate offenders near residents, check the Megan's Law website. There was further Council and City Attorney discussion regarding the release.

13) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Eugene Hernandez commented on the CAPER report and an investigation on the League of United Latin American Citizens (LULAC) in Texas; Iris Rios and Oscar Carrasco spoke about fatalities and accidents occurring at R-8 and 20th Street East and requested the installation of a stop sign. Councilmember Alarcón requested a traffic assessment study at R-8 and 20th Street East; Marcos Alvarez spoke about the conduct of Council and a solution for working together; Roger Soderstedt commented on Section 8 tenants; Marsha Furman commented regarding distributing the Palmdale Magazine in Spanish, changing the typeset, and street sweeping.

14) ADJOURNMENT

Mayor Bishop adjourned the meeting at 7:15 pm in honor of Stephen Wood, Alisha Semchuck, and Ronaldo Rios. He stated that the next meeting will be held on Wednesday, September 18, 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 December 2024.

Austin Bishop, Mayor

ATTEST:

Rochelle Scott, City Clerk



City Council Staff Report

DATE: DECEMBER 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 OCTOBER 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 October 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 and quarterly 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 October, the City's invested portfolio totaled \$334,478,338, a decrease of \$929,941 from the previous month and an increase of \$23,417,213 compared to last year. The monthly decrease resulted from withdrawing cash from Local Agency Investment Fund (LAIF) to cover operating expenses for the month.

The par value of Successor Agency's portfolio as of October was \$4,526,004. The balance decreased by \$181,907 from last month due to debt service payments made within 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

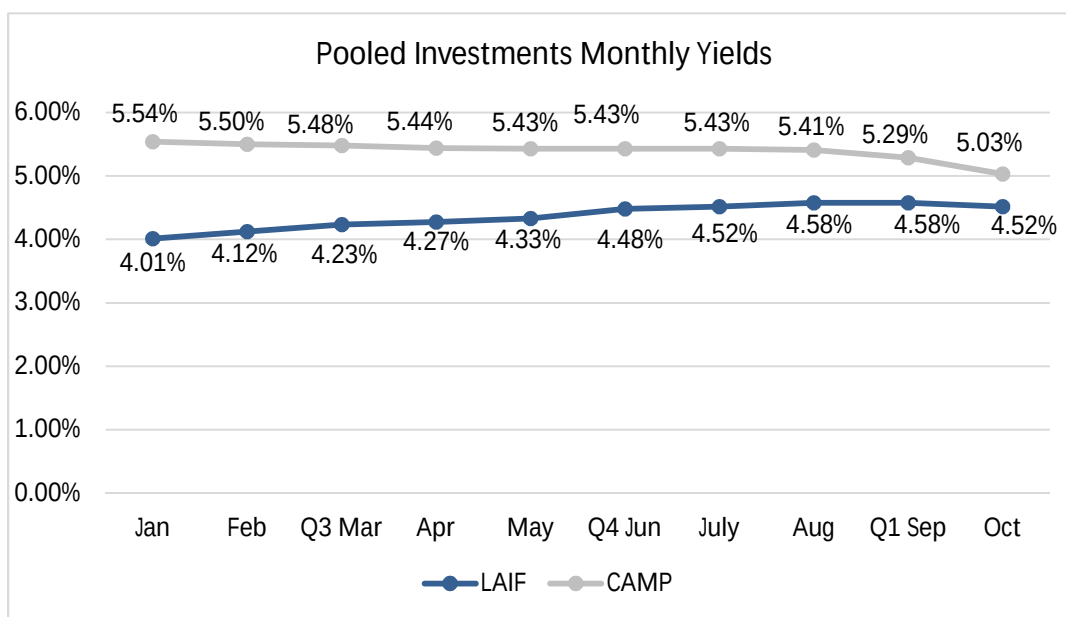
One core approach the Finance Division focuses on is providing liquidity to meet the City and Successor Agency's operational requirements. Thus, the City invests in two pooled funds, Local Agency Investment Fund (LAIF) and the California Asset Management Program (CAMP). These are intended for daily operational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

The City's LAIF balance at the end of October was \$110,310,289, a decrease of \$1,068,888 due to the transfer of funds between LAIF and the City's general checking account to fund ongoing operating expenses for the month.

The Successor Agency's LAIF balance at the end of October was \$3,813,014, an increase of \$72,356 from the prior month due to interest earned.

The City's CAMP balance at the end of October was \$53,367,078 compared to \$53,140,572 in September. The increase is due to interest earned during the month.

The interest rates presented are the most current rates available as of the date of this report. As of October 31, 2024, the interest rates for LAIF and CAMP investments were at 4.518 percent and 5.03 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of September were 4.575 percent and 5.29 percent. This time last year, LAIF and CAMP rates were at 3.67 percent and 5.56, respectively.



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

Diversity

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

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

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

CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
<u>U.S. TREASURY SECURITIES</u>				Yield			
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	3,000,000.00	3,260,634.36	2,902,140.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note	0.66	3,000,000.00	3,261,331.50	2,888,310.00
05-11-21	12-31-24	CITY	9128283P3 U.S. Treasury Note	0.40	3,000,000.00	3,200,040.56	2,954,940.00
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note	2.63	5,000,000.00	5,451,958.35	4,836,900.00
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note	0.85	10,000,000.00	10,045,505.25	9,807,400.00
12-22-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note	0.88	5,000,000.00	5,018,208.38	4,903,700.00
12-20-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note	1.00	5,000,000.00	5,017,187.50	4,903,710.95
03-08-23	03-31-26	CITY	9128286L9 U.S. Treasury Note	2.25	3,200,000.00	3,029,330.80	3,064,000.00
01-03-24	12-31-26	CITY	912828YX2 U.S. Treasury Note	0.04	5,000,000.00	4,696,880.23	4,666,600.00
01-03-24	06-30-27	CITY	91282CEW7 U.S. Treasury Note	0.04	5,000,000.00	4,897,630.28	4,825,200.00
01-03-24	09-30-27	CITY	91282CFM8 U.S. Treasury Note	0.04	2,500,000.00	2,523,771.66	2,472,450.00
01-08-24	02-15-26	CITY	91282CGL9 U.S. Treasury Note	0.04	5,000,000.00	4,987,205.23	4,932,250.00
01-08-24	06-15-26	CITY	91282CHH7 U.S. Treasury Note	0.04	5,000,000.00	5,001,760.94	4,942,800.00
TOTAL U.S. TREASURY SECURITIES					\$ 59,700,000.00	\$ 60,391,445.04	\$ 58,100,400.95
<u>GOVERNMENT AGENCY PAPER</u>							
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit	0.78	5,000,000.00	5,000,000.00	4,781,500.00
08-27-20	11-27-24	CITY	3134GWNG7 Freddie Mac	0.50	2,000,000.00	2,000,000.00	1,958,542.76
04-01-21	04-01-25	CITY	3133EMUP5 Federal Farm Credit	0.71	5,000,000.00	5,000,000.00	4,826,404.05
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.59	1,000,000.00	1,103,275.25	976,880.00
05-11-21	09-04-25	CITY	3133EJYM5 Federal Farm Credit	0.57	2,000,000.00	2,208,460.00	1,953,760.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae	0.55	3,000,000.00	2,993,675.25	2,826,750.00
06-30-21	12-30-25	CITY	3130AMRQ7 Federal Home Loan Note	0.88	3,000,000.00	3,000,000.00	2,821,947.30
07-29-21	04-29-26	CITY	3130AN5C0 Federal Home Loan Note	1.05	4,000,000.00	4,010,455.13	3,734,320.00
12-17-21	11-12-25	CITY	3134GXB5 Federal Home Loan Note	1.15	1,150,000.00	1,125,785.50	1,082,265.00
12-17-21	12-30-24	CITY	3130AQDY6 Federal Home Loan Note	1.00	6,750,000.00	6,750,000.00	6,603,527.70
12-17-21	06-23-25	CITY	3133ENHW3 Federal Farm Credit	1.17	10,000,000.00	10,000,000.00	9,595,310.20
12-20-21	07-30-25	CITY	3136G4ZP1 Fannie Mae	0.65	3,500,000.00	3,444,175.00	3,339,331.94
12-20-21	09-24-25	CITY	3134GWUG9 Freddie Mac	0.57	10,000,000.00	9,806,600.00	9,459,892.40
12-21-21	12-22-26	CITY	3133ENJC5 Federal Farm Credit	1.29	5,000,000.00	5,000,000.00	4,589,481.35
01-14-22	01-14-25	CITY	3130AQEA7 Federal Home Loan Note	1.05	7,000,000.00	7,000,000.00	6,839,056.49
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit	3.34	1,810,000.00	1,660,349.20	1,722,111.58
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Note	3.34	1,950,000.00	1,937,715.00	1,920,301.71
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Note	3.33	5,000,000.00	4,479,000.00	4,533,218.00
08-17-22	10-27-26	CITY	3134GW4C7 Freddie Mac	0.80	5,000,000.00	4,539,500.00	4,562,202.10
01-06-23	02-25-27	CITY	3130AQRH8 Federal Home Loan Note	4.38	5,000,000.00	4,590,638.89	4,670,265.65
01-06-23	04-19-27	CITY	3130ARHJ3 Federal Home Loan Note	4.38	5,000,000.00	4,801,354.86	4,801,570.80
05-18-23	05-18-27	CITY	3133EPKC8 Federal Farm Credit	5.39	5,000,000.00	5,000,000.00	4,991,602.80
06-05-23	05-30-28	CITY	3133EPL3 Federal Farm Credit	4.67	2,815,000.00	2,822,746.50	2,790,565.80
05-03-24	05-01-28	CITY	3133ERCX7 Federal Farm Credit	5.17	5,000,000.00	5,000,000.00	5,000,777.50
TOTAL GOVERNMENT AGENCY PAPER					\$ 104,975,000.00	\$ 103,273,730.58	\$ 100,381,585.13

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
OCTOBER 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	238,848.00
01-04-24	11-30-27	CITY	46656MVH1 JPMorgan Chase Bank DE US	4.76	240,000.00	242,022.91	240,415.20
01-04-24	12-28-28	CITY	09582YAV4 Blue Ridge Bank NA VA US RT	4.09	240,000.00	240,948.00	234,677.60
06-11-24	06-12-28	CITY	59541KCV7 Mid-Missouri Bank	5.15	245,000.00	245,034.57	243,510.50
06-11-24	06-11-26	CITY	38150VUZ0 Goldman Sachs Bank	5.05	245,000.00	245,033.90	245,615.57
06-13-24	06-13-29	CITY	89235MPP0 Toyota Financial SGS	4.65	245,000.00	245,000.00	246,281.17
06-14-24	06-15-26	CITY	34520LBC6 Forbright Bank	5.05	245,000.00	245,000.00	245,699.42
06-14-24	06-14-28	CITY	307811KA6 Farmers & Merchs Bank	5.00	245,000.00	245,000.00	242,169.22
06-14-24	06-14-29	CITY	69503PAB7 Pacific Valley Bank	5.20	245,000.00	245,000.00	243,313.18
06-17-24	06-17-26	CITY	8562855V9 State Bank of India	5.10	245,000.00	245,000.00	245,875.30
06-18-24	06-18-29	CITY	229083AA8 Evangeline Bank & Trust	5.30	245,000.00	245,000.00	245,000.16
06-20-24	06-22-26	CITY	06051XER9 Bank of America NA	5.05	245,000.00	245,000.00	245,737.44
06-21-24	06-22-26	CITY	35634MAE1 Freedom Bank/Maywood NJ	5.05	245,000.00	245,000.00	245,737.72
06-25-24	06-25-29	CITY	09776DAG9 BOM Bank	5.35	245,000.00	245,000.00	245,000.11
TOTAL CERTIFICATES OF DEPOSIT					\$ 1,210,000.00	\$ 3,421,473.78	\$ 3,407,880.59
05-17-23	03-01-26	CITY	30231GAT9 Exxon Mobile Corporation	3.04	1,000,000.00	982,084.11	967,125.82
05-17-23	03-02-26	CITY	194162AQ6 Colgate-Palmolive CO GlobalL	4.80	1,000,000.00	1,035,553.33	997,703.43
05-17-23	01-26-26	CITY	742718FY0 Procter & Gamble CO/The Glob	4.10	1,000,000.00	1,018,471.67	987,387.46
01-04-24	07-27-26	CITY	61761J3R8 Morgan Stanley	4.70	500,000.00	481,185.25	478,020.00
01-04-24	06-15-26	CITY	46625HRS1 JPMorgan Chase & CO	4.52	500,000.00	484,840.25	481,325.00
01-04-24	03-02-28	CITY	718172CE7 Philip Morris Intl Inc	4.49	500,000.00	474,395.25	466,815.00
01-04-24	04-01-27	CITY	808513BW4 Charles Schaw Corp	4.68	500,000.00	479,390.25	477,190.00
01-09-24	06-02-26	CITY	11271LAA0 Brookfield Fin Inc	5.13	500,000.00	490,115.25	489,610.00
01-09-24	11-28-28	CITY	05565QDH8 BP Capital Markets PLC	4.48	500,000.00	483,460.25	475,490.00
01-09-24	01-28-26	CITY	06406RAQ0 Bank OF NY Mellon Corp	4.52	500,000.00	463,355.25	466,490.00
01-09-24	07-09-27	CITY	22550L2K6 Crdit Suisse New York	4.92	500,000.00	500,910.25	495,950.00
01-09-24	08-15-28	CITY	797440CE2 San Diego G & E	4.49	500,000.00	509,340.25	497,940.00
01-09-24	07-01-27	CITY	75973QAA5 Reneissance Financial	5.01	500,000.00	475,470.25	473,980.00
01-09-24	01-27-26	CITY	780082AD5 Royal Bank of Canada	4.97	500,000.00	496,930.25	492,915.00
08-27-24	02-01-29	CITY	06406RBN6 Bank of NY Mellon Corp	4.20	656,000.00	\$ 663,116.29	\$ 663,116.29
TOTAL CORPORATE BONDS					\$9,156,000	\$8,375,502	\$ 8,911,058.00
<u>STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND</u>							
09-01-84	n/a	CITY	98-19-620	0.78	59,241,881.10	59,241,881.10	59,241,881.10
6-23-2008	n/a	PCA	40-19-060	0.78	0.00	0.00	0.00
9-19-2024	n/a	PFA	40-19-078		36,500,000.00	36,500,000.00	36,500,000.00
9-28-2021	n/a	ARPA	19-19-004	0.78	14,568,407.79	14,568,407.79	14,568,407.79
TOTAL LAIF ACCOUNTS					\$ 110,310,288.89	\$ 110,310,288.89	\$ 110,310,288.89
<u>CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM</u>							
6080-01	n/a	CITY	6080-01	0.30	53,367,078.01	53,367,078.01	53,367,078.01
TOTAL CAMP ACCOUNTS					\$ 53,367,078.01	\$ 53,367,078.01	\$ 53,367,078.01
<u>UBS FINANCIAL SERVICES</u>							
n/a	n/a	CITY		0.00	46.73	46.73	46.73
TOTAL UBS FINANCIAL SERVICES ACCOUNTS					\$ 46.73	\$ 46.73	\$ 46.73
TOTAL CITY INVESTMENTS					\$ 338,718,413.63	\$ 339,139,564.89	\$ 334,478,338.30

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
OCTOBER 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			13,469.86
TOTAL LIBRARY INVESTMENTS						\$	13,469.86
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			117.38
05-10-95	n/a	IMPROVEMENT	95421222	0.10			170,598.69
TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1						\$	170,716.07
BOND PROCEEDS							
BITTER 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			13.53
04-06-95	n/a	IMPV-ACQUI	95420884	0.01			2,839,622.67
04-06-95	n/a	BOND	95420887	0.15			0.15
TOTAL BITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1						\$	2,839,636.35
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			101,451.07
08-01-19	n/a	RESERVE	242969003	0.00			1,447,060.20
08-01-19	n/a	SP TAX - REFUNDING BOND	242969004	0.01			15,151.13
TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1						\$	1,563,662.40
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			458,900.58
	n/a	RESERVE FUND	251009001	0.01			644,090.74
TOTAL 2005 \$7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021						\$	1,102,991.32

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

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
<u>2006-1 Godde Hill Estate Sewer Improvements LOIB</u>							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
11-08-06	n/a	REDEMPTION FUND	106844000	0.01			114,606.00
11-08-06	n/a	ADM EXP	106844002	0.01			1,755.48
11-08-06	n/a	RESERVE FUND	106844003	0.01			91,736.53
TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB						\$	208,098.01
<u>2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW</u>							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
10-11-13	n/a	ESCROW FUND	206455000	0.00			2,979,500.00
TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW						\$	2,979,512.65
<u>2015 HA DEBT SERVICE RESERVE</u>							
Fiscal Agent: Bank of America							
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08			40,425.01
TOTAL 2015 HA DEBT SERVICE RESERVE						\$	40,425.01
<u>PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND</u>							
05-23-18	n/a	CITY	04790895775 Public Agency Retirement Servi	2.60			10,281,012.38
TOTAL PARS PENSION TRUST FUND						\$	10,281,012.38
BOND PROCEEDS							
<u>2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS</u>							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
09-03-15	n/a	BOND FUND	277067000	0.00			129,030.05
09-03-15	n/a	INTEREST ACCT	277067001	0.01			8.19
09-03-15	n/a	BOND RESERVE	277067003	0.00			281,019.68
09-03-15	n/a	REPAIR & REPLACE FUND	277067004	0.00			1,325,869.94
TOTAL 2015 HA \$4.3M MULTIFAMILY HOUSING REVENUE BONDS						\$	1,735,927.86

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

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
BOND PROCEEDS							
2017 PFA \$17.4M LEASE REVENUE BONDS							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
04-05-17	n/a	REVENUE FUND	271128000	0.00			0.00
04-05-17	n/a	REVENUE REFUNDING BON	271128001	n/a			188,768.76
\$42,830	n/a	REVENUE REFUNDING BON	271128002				705,000.00
TOTAL 2017 PFA \$17.4M LEASE REVENUE BONDS							\$ 893,768.76

BOND PROCEEDS							
2023 A&B SERIES ACQUISITION & CONSTRUCTION REVENUE BOND							
Fiscal Agent: U.S. Bank National Association (fka First Trust)							
			248041000				6.33
11-30-23	n/a	INTEREST	248041001				2,054,524.01
11-30-23	n/a	REVENUE FUND	248041004				-
11-30-23	n/a	INTEREST	248041007				0.19
11-30-23	n/a	REVENUE FUND	248041008				4,800,129.95
TOTAL 2023 A&B SERIES B ACQUISITION & CONSTRUCTION REV BOND							\$ 6,854,660.48

GRAND TOTAL - FISCAL AGENT CASH	\$ 27,567,419.97
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SUMMARY OF CASH AND INVESTMENTS
Page 1 of 1

Cash on Hand		\$ 1,071,555
Pooled Cash Investments		
City:	\$ 334,808,168	
Insur Fund:	(\$329,830)	\$ 334,478,338
Library Investments		\$13,470
Subtotal		\$ 335,563,363
City/AD/CFD/PCA/PFA/HA		
Fiscal Agent Cash		\$ 27,567,420
Grand total		\$ 363,130,783

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 October 31, 2024.

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

CITY OF PALMDALE

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

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>LAIF - CITY ACCOUNT 98-19-620</u>				
Beginning Balance				\$ 60,492,217.57
10-15-24			\$ 749,663.53	
10-15-24		\$ (8,000,000.00)		
10-25-24	\$ 6,000,000.00			
Subtotal	\$ 6,000,000.00	\$ (8,000,000.00)	\$ 749,663.53	\$ 59,241,881.10
<u>LAIF - PCA ACCOUNT 40-19-060</u>				
Beginning Balance				\$ 0.00
10-15-24			\$ 275,325.60	
10/15/24		\$ (275,325.60)		
Subtotal	\$ -	\$ (275,325.60)	\$ 275,325.60	\$ 0.00
<u>LAIF - PFA ACCOUNT 40-19-078</u>				
Beginning Balance				\$ 36,500,000.00
10-15-24			\$ 45,708.74	
Subtotal	\$ -	\$ -	\$ 45,708.74	\$ 36,545,708.74
<u>LAIF - LIBRARY ACCOUNT 16-19-012</u>				
Beginning Balance				\$ 13,311.99
10-15-24			\$ 157.87	
Subtotal	\$ -	\$ -	\$ 157.87	\$ 13,469.86
<u>LAIF - ARPA ACCOUNT 19-19-004</u>				
Beginning Balance				\$ 14,386,959.06
10-15-24			\$ 181,448.73	
Subtotal	\$ -	\$ -	\$ 181,448.73	\$ 14,568,407.79
<u>CAMP</u>				
Beginning Balance				\$ 53,140,571.85
10-31-24			\$ 226,506.16	
Subtotal	\$ -	\$ -	\$ 226,506.16	\$ 53,367,078.01
<u>UBS Financial Services</u>				
Beginning Balance				\$ 87,605.97
10-30-24			\$ 29,253.26	
10-30-24		\$ (116,812.50)		
Subtotal	\$ -	\$ (116,812.50)	\$ 29,253.26	\$ 46.73
Total	\$ 6,000,000.00	\$ (8,392,138.10)	\$ 1,508,063.89	\$ 163,736,592.23

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

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

POOLED CASH - INVESTMENTS PURCHASED
October 31, 2024

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

MATURITY
DATE

ISSUER	PURCHASE DATE	FACE VALUE	PREMIUM / (DISCOUNT)	PURCHASE PRICE	ACCRUED INTEREST PURCHASED	NET PURCHASE	Yield
			-			\$	-
			-			\$	-
			-			\$	-
			-			\$	-
		\$ -	\$ -	\$ -	\$ -	\$ -	

Total Number of Transactions: 0

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
October 31, 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	3,813,014.43	
						\$ 3,813,014.43

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	538,593.12
08-20-02	n/a	Interest Acct	94460701	0.04	27,382.75
08-20-02	n/a	Principal Acct	94460702	0.04	132.84

TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds \$5.3M (\$5,329,748.25)	\$ 566,108.71
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BOND PROCEEDS

2016 SA \$31.5M Tax Allocation Refunding Bonds Series A

Fiscal Agent: U.S. Bank National Association (fka First Trust)

04-26-16	n/a	Debt Service	245113000	0.00	5.96
04-26-16	n/a	Interest Acc	245113001	N/A	0.00

TOTAL 2016 SA \$31.5M Tax Allocation Refunding Bonds Series A	\$ 5.96
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GRAND TOTAL - FISCAL AGENT CASH	\$566,115
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SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	\$ 146,875
Pooled Cash Investments	\$ 3,813,014
Successor Agency Fiscal Agent Cash	\$ 566,115
Grand total	\$ 4,526,004

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF interest rates are as of October 31, 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)
[October 31, 2024](#)

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
<u>LAIF - SA ACCOUNT 65-19-035</u>				
Beginning Balance				\$ 3,740,658.01
10/15/24			\$ 72,356.42	
Subtotal	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 72,356.42</u>	<u>\$ 3,813,014.43</u>



City Council Staff Report

DATE: DECEMBER 4, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER DEPARTMENT

DISTRICT: ALL

SUBJECT: APPROVE SECOND AMENDMENT TO AGREEMENT WITH THE WELLBEING LAB DBA LOUIS ALLORO, LLC, TO PROVIDE FOUR ADDITIONAL MENTAL HEALTH AND WELLBEING YOUTH LEADERSHIP SUMMITS AND A FOURTH COHORT OF THE CERTIFICATE IN APPLIED POSITIVE PSYCHOLOGY (CAPP) PROGRAM INCREASING THE AGREEMENT BY \$300,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$745,000 FOR A TERM OF SEPTEMBER 30, 2026

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Second Amendment to Agreement No. A-8696 with The Wellbeing Lab dba Louis Alloro, LLC, to provide four additional Mental Health and Wellbeing Youth Leadership Summits and a fourth cohort of the Certificate in Applied Positive Psychology (CAPP) Program increasing the Agreement by \$300,000 for a total not to exceed amount of \$745,000 for a term of September 30, 2026; and,
2. Authorize the City Manager or her designee to execute the Second Amendment to Agreement No. A-8696 with The Wellbeing Lab dba Louis Alloro, LLC, including minimal and/or non-substantial changes.

BACKGROUND

In 2021, in response to the community's strong interest in making wellbeing resources more widely available, the City offered The Wellbeing Lab Certificate in Applied Positive Psychology Program (CAPP). The Program provides guidance and support to help teams thrive despite ongoing turbulence, uncertainty, disappointment, depression, or worse. Research shows that wellbeing, the ability to feel good and function effectively, helps us create workplaces, schools, organizations, and communities that are also optimally functioning. The Program provides intelligent, evidence-based insights and tools that deliver measurable results.

DISCUSSION

To continue meeting the community's desire to make wellbeing resources more widely available, staff recommends expanding the benefits and reach of the Program throughout Palmdale and the Antelope Valley region by offering a fourth CAPP cohort and increasing the number of youth summits that will be offered in 2025-26 as part of the City's mental health and wellbeing initiative. The four additional summits will total eight, increasing the opportunity for more youth to participate. The summits provide the opportunity to invest in youth engagement, which is vital for building a strong and vibrant community through empowering young people to drive positive change and wellbeing.

The sessions will provide interactive activities and discussions, aim to harness the youth's strengths and encourage them to envision a brighter future for Palmdale. The outcome of the sessions will include:

- Understanding what wellbeing is and ways to expand wellbeing in the community
- Visualizing what is possible in the City of Palmdale and the AV as a region
- Identifying potential allies and learning from each other; who needs to come to the table?
- Introducing psychological safety and the importance of collaboration
- Reflecting on individual vision and commitment to change and wellbeing.

Additionally, offering a fourth CAPP cohort increases the number of community members empowered to experience positive mental health and wellbeing outcomes throughout the program and gain valuable tools aimed at developing a continued desire to conduct wellbeing efforts in their lives, workplaces, homes, and community, further improving the quality of life for the region.

A Request for Proposal was released in January 2024. The City received one proposal that an evaluation committee reviewed. Qualified firms were rated based on proof of successful past performance and experience, cost proposal, technical, plan, and scheduled approach.

The evaluation team identified the bidder with exceptional qualifications and recommended that the City Council award the contract to The Wellbeing Lab dba Louis Alloro, LLC in May 2024.

FISCAL IMPACT

\$300,000; The cost for the Youth Leadership Summits is \$80,000, and the cost for the CAPP cohort is \$220,000.

Report to Mayor and City Council

Re: Approve Second Amendment to Agreement No. A-8696 with The Wellbeing Lab dba Louis Alloro, LLC

December 4, 2024

Page 3

Funds for this program are budgeted and available for the term of this agreement utilizing ARPA Funding.

STRATEGIC PLAN

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

B. Provide inclusive access to a variety of supportive services that build a resilient and healthy community.

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

Prepared by:

Certified as to availability of Funds:

Approved by:

Approved as to form:

Nardy Lopez, Deputy City Manager

Janelle Samson, Director of Operations

Ronda Perez, City Manager

William P. Curley, III, City Attorney

ATTACHMENTS

Agrmt No. A-8696 Second Amendment with The Wellbeing Lab dba Louis Alloro, LLC

Agrmt No. A-8696 First Amendment with The Wellbeing Lab dba Louis Alloro, LLC

Agrmt No. A-8696 with The Wellbeing Lab dba Louis Alloro, LLC

**SECOND AMENDMENT TO AGREEMENT A- 8696
BETWEEN THE CITY OF PALMDALE AND THE WELLBEING LAB dba LOUIS
ALLORO, LLC**

This Second Amendment to Agreement No. A-8696 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and THE WELLBEING LAB dba LOUIS ALLORO, LLC (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on 03/19/2024 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

Four (4) additional one-day Mental Health and Wellbeing Youth Leadership Summits in 2025-26; and a fourth cohort of the Certificate In Applied Positive Psychology (CAPP) program in 2025.

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

Broaden the scope of work, increase the agreement amount and extend term.

NOW THEREFORE, the parties agree as follows:

The Original Agreement is amended to include the following:

SECTION 2 - DESCRIPTION OF WORK:

MENTAL HEALTH & WELLBEING YOUTH LEADERSHIP SUMMIT
(Four additional one-day summits for a total of eight in 2025-26):

CONTRACTOR, will facilitate four (4) additional one-day Mental Health and Wellbeing Youth Leadership Summits for a total of eight (8) within 2025-26. The one-day Summits will focus on community building, youth engagement, and young people's power to drive positive change and wellbeing in the community; comprising of a two hour Summit Part I workshop, one 90-minute Summit Part II workshop, two 60-minute Summit logistics check follow-up calls, one Summit event (one day x two lead facilitators). Cost: \$80,000; comprised of \$20,000 per summit.

CAPP COHORT (Fourth five-month cohort in 2025):

CONTRACTOR will facilitate a fourth Certificate in Applied Positive Psychology (CAPP) cohort to consist of a minimum of 30 participants and maximum of 40 participants. CONTRACTOR shall provide all printed materials for all class sessions.

SECTION 5 - PRICE:

The compensation of the Original Agreement is increased by \$300,000 for a total not to exceed amount of \$745,000. The additional \$300,000 will distributed as follows:

MENTAL HEALTH & WELLBEING YOUTH LEADERSHIP SUMMIT
(Four additional one-day summits for a total of eight in 2025-26):

CONTRACTOR shall conduct each Summit for a minimum of 30 participants, payment will be guaranteed, with an aggregated maximum of 50 participants. \$20,000 will be paid at the commencement of each Summit.

CAPP COHORT (Fourth five-month cohort in 2025):

CONTRACTOR shall charge an amount not to exceed \$5,500.00 for each participant who attends the contract program. With a minimum of at least 30 participants, payment will be guaranteed, with an aggregated maximum of 40 participants, for a maximum of \$220,000.

The first payment towards the fourth cohort shall be 30% of the not-to-exceed amount of \$220,000; the balance of payments will be distributed evenly monthly and will be based on the total number of registered participants who attend the first day of class and complete the program.

Term of Agreement extended to September 30, 2026.

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:

THE WELLBEING LAB dba LOUIS ALLORO, LLC:

SIGNATURE AREA

SIGNATURE AREA

Ronda Perez
City Manager

Louis Alloro
Director

SIGNATURE AREA

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

ADDRESS FOR NOTICE:
THE WELLBEING LAB dba LOUIS ALLORO, LLC
412 Middlebury Court
Claremont, CA 91711

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

**FIRST AMENDMENT TO AGREEMENT A- 8696
BETWEEN THE CITY OF PALMDALE AND THE WELLBEING LAB dba LOUIS
ALLORO, LLC**

This First Amendment to Agreement No. A-8696 ("Agreement") is made and entered into by and between the City of Palmdale (hereinafter called "CITY") and THE WELLBEING LAB dba LOUIS ALLORO, LLC (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on 03/19/2024 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

The Certificate In Applied Positive Psychology (CAPP) program.

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

Broaden the scope of work, increase the amount and extend the term of Agreement.

NOW THEREFORE, the parties agree as follows:

The Original Agreement is amended to include the following:

SECTION 2 - DESCRIPTION OF WORK:

Mental Health & Wellbeing Youth Leadership Summits (four one-day summits):

CONTRACTOR, will facilitate four (4) one-day events of the Mental Health & Wellbeing Youth Leadership Summit focusing on community building, youth engagement, and young people's power to drive positive change and wellbeing in the community; comprising of a two hour Summit Part I workshop, one 90-minute Summit Part II workshop, two 60-minute Summit logistics check follow-up calls, one Summit event (one day x two lead facilitators). Cost: \$98,000; comprised of \$20,000 per summit and a one-time pre-summit planning workshop \$18,000.

Mental Health & Wellbeing Appreciative Inquiry (one two-day summit):

CONTRACTOR will facilitate a Mental Health & Wellbeing Appreciative Inquiry Summit comprising of a two hour Summit Part I workshop, one 90-minute Summit Part II workshop, two 60-minute Summit Logistics Check follow-up calls, one AI Summit delivery event (one day x 2 lead facilitators), AI Summit Report, Post AI Summit Review (90-minute virtual workshop), and AI Summit Coaching (2 x 45-minute virtual calls). Cost: \$72,000; comprised of \$34,000 two-day summit, \$20,000 post summit workshop and \$18,000 one-time pre-summit planning workshop.

SECTION 5 - PRICE:

The compensation identified in the Original Agreement is amended to increase the total price of the Agreement by \$170,000 for a new total not to exceed amount of \$445,000. The additional \$170,000 will distributed as follows:

Youth Summits: \$18,000 will be paid at the commencement of Pre-Summit workshop and \$20,000 will be at the commencement of each Youth Summit.

AI Summit: \$17,900 will be paid at commencement of the Pre-Summit work, \$40,000 will be paid at the commencement of the AI Summit, and \$13,900 will be paid at the commencement of the Post AI Summit.

The Term of the Agreement is extended to December 30, 2025.

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:

THE WELLBEING LAB dba LOUIS
ALLORO, LLC:

Ronda Perez

Signed: 11/12/2024

Ronda Perez
City Manager

NL

Signed: 10/30/2024

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

Louis J. Alloro

Signed: 11/12/2024

Louis Alloro
Director

ADDRESS FOR NOTICE:
THE WELLBEING LAB dba LOUIS
ALLORO, LLC
412 Middlebury Court
Claremont, CA 91711

APPROVE AS TO FORM:

William Patrick Curley III

Signed: 11/12/2024

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber

Signed: 11/13/2024

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

Record of Signing

For
Name
Title

NL

Signed on 2024-10-30 14:40:14 GMT

Secured by Concord™
DocumentID: 02y6r617CjPaqTZxzU136H
SigningID: 02y6r6176gp9lvxKbVg9zk
Signing date: 10/30/2024
IP Address: 206.171.111.149
Email: nlopez@cityofpalmdale.org

For
Name
Title

Louis J. Alloro

Signed on 2024-11-12 03:25:09 GMT

Secured by Concord™
DocumentID: 02y6r617CjPaqTZxzU136H
SigningID: 02yDzw7BTLURxkWofVwa3B
Signing date: 11/12/2024
IP Address: 119.2.109.246
Email: louis@thewellbeinglab.com

For
Name
Title

William Patrick Curley III

Signed on 2024-11-12 20:31:45 GMT

Secured by Concord™
DocumentID: 02y6r617CjPaqTZxzU136H
SigningID: 02yEP886Zc6RCYEBmgh7MU
Signing date: 11/12/2024
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

For
Name
Title

Ronda Perez

Signed on 2024-11-12 23:22:25 GMT

Secured by Concord™
DocumentID: 02y6r617CjPaqTZxzU136H
SigningID: 02yETJp2g6tipDY6ao2dc9
Signing date: 11/12/2024
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For
Name
Title

Roxanne Faber

Signed on 2024-11-13 00:06:47 GMT

Secured by Concord™
DocumentID: 02y6r617CjPaqTZxzU136H
SigningID: 02yEUP6IYtu2NmH9hzN6I
Signing date: 11/13/2024
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org



Signed with www.concordnow.com

**AGREEMENT NO. A-8696
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND THE WELLBEING LAB dba LOUIS
ALLORO, LLC
ARPA FUNDING**

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 THE WELLBEING LAB dba LOUIS ALLORO, LLC, 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 City Manager/ 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's Scope of Work attached as Exhibit "D"

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 zero 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.

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

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

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:

Louis Alloro, partner and co-creator shall be the primary contact and lead 50% of this cohort.

Dr. Talma Shultz shall support the project as a coach and facilitator for 35% of this cohort.

Wellbeing Lab team including Dr. Michelle McQuaid shall support the additional 15% of this project.

The office that shall support this project is located at 412 Middlebury Court in Claremont, CA 91711.

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 TWO HUNDRED SEVENTY-FIVE THOUSAND dollars (\$275000) 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:

CONTRACTOR shall charge an amount not to exceed \$5,500.00 for each participant who attends the contract program. With a minimum of at least 30 participants, payment will be guaranteed, with an aggregated maximum of 50 participants.

The first payment on the contract shall be 30% of the not-to-exceed amount of \$275,000; the balance of payments will be distributed evenly monthly and will be based on the total number of registered participants who attend the first day of class and complete the program.

CONTRACTOR shall provide all printed materials for all class sessions.

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 COMMENCEMENT AND COMPLETION OF WORK

6.1 The execution of this Contract by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when CITY, acting by and through its Project Manager, has issued an Authorization to Proceed. CONTRACTOR shall complete all the work described in Section 1 and be ready for final acceptance of the work within TEN (10) WORKING days following CONTRACTOR's receipt of Authorization to Proceed.

6.2 Time is of the essence. All of the time limits for Milestones, if any, and for completion of the work, are of the essence of this Contract.

6.3 Failure of CONTRACTOR to perform any covenant or condition contained herein within the time periods specified therein shall constitute a material breach of this Contract, entitling CITY to terminate this Contract, unless CONTRACTOR applies for and receives an extension of time in accordance with the procedures set forth herein.

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 --

\$1,000,000.00 each accident
\$1,000,000.00 policy limit bodily injury
\$1,000,000.00 each employee bodily injury by disease

10.1.2 Commercial General Liability

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

10.1.3 Commercial Automobile Liability

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

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

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

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

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

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

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

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

10.8 Acceptable Proof of Insurance:

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

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

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

10.10 CONTRACTOR shall require any and all 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 10 will not be impacted and/or limited by such deviation.

11 TERMINATION WITHOUT CAUSE

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

12 TERMINATION FOR CAUSE

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

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

12.2 CONTRACTOR shall provide all finished or unfinished documents, data, studies, software, drawings, programs, processes, maps, photographs, reports, etc., prepared by CONTRACTOR within fifteen (15) working days after notice of termination. Upon such termination, CONTRACTOR shall be paid an amount equal to the value of the services provided and work performed as of the date of termination, taking into consideration the costs associated with hiring another CONTRACTOR to complete the services. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to both completed work and work in progress, to complete and incomplete documents when such are delivered to CITY, and to authorized reimbursement expenses. The above is in addition to any other remedies available by law or equity to CITY.

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

13 DISPUTE RESOLUTION

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

14 OWNERSHIP OF PRODUCT

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

unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary.

15 DELEGATION AND ASSIGNMENT

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

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

16 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

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

17 FINANCIAL INTEREST CERTIFICATION

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

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

18 CONFLICT OF INTEREST

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

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

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

19 COMPLIANCE WITH LAW

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

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

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

20 NOTICES

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

21 ENTIRE AGREEMENT AND AMENDMENTS

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

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

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

22 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

THE WELLBEING LAB dba LOUIS
ALLORO, LLC:

Ronda Perez

Signed: 3/12/2024

Ronda Perez
City Manager

NL

Signed: 2/14/2024

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

Louis Alloro

Signed: 2/15/2024

Louis Alloro
Director

ADDRESS FOR NOTICE:
THE WELLBEING LAB dba LOUIS
ALLORO, LLC
412 Middlebury Court
Claremont, CA 91711

APPROVE AS TO FORM:

William Patrick Curley III

Signed: 3/12/2024

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber

Signed: 3/19/2024

Roxanne Faber
Acting City Clerk

EXHIBIT “A” ARPA REQUIREMENTS

RECITAL:

On March 11, 2021, the American Rescue Plan Act (“ARP Act”) was signed into law. The ARP Act was intended to provide increased aid to individuals, families, businesses, and governments affected by the COVID-19 pandemic. The ARP Act established and funded the Coronavirus State and Local Fiscal Recovery Funds (the “CSLFRF”), which included two hundred forty (240) billion dollars for state, territorial, local, and Tribal governments that are being used to fight the pandemic and accelerate local economic recovery.

MANDATORY CONTRACT PROVISIONS FOR ARP ACT EXPENDITURES:

Procurement processes for expenditures using American Rescue Plan Act (ARPA) funds generally follow state and local rules. In most cases, city procurement policies will satisfy the federal requirements. One notable difference is that federal procurement regulations mandate specific contract provisions in certain circumstances. There are no requirements for contracts or expenditures of less than \$10,000. However, using ARPA funds for contracts in excess of \$10,000 triggers the mandatory contract provisions in 2 CFR Part 200, Appendix II.

Most contract provisions are required only on those exceeding \$100,000 or those for construction projects of any amount. However, mandatory contract provisions will apply if a city obligates ARPA funds to a contract that exceeds \$100,000.

For ease of administration, below is an explanation of the mandatory contract provisions and model language necessary for compliance with federal law disclosures.

2 C.F.R. PART 200: APPENDIX II, CONTRACT PROVISIONS

- For contracts over \$10,000, cities must include a provision that addresses termination for cause and convenience by the local government, including the process for termination and the basis for settlement.
- For contracts over \$100,000, cities must include a provision that addresses administrative, contractual, or legal remedies if a contractor violates or breaches the contract, including sanctions and penalties for the breach.
- In accepting the ARPA award, local governments agreed to include an EEO statement in any federally assisted construction contract defined in 41 CFR Part 60-1.3. A federally assisted construction contract is defined as follows:
 - Any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the government or borrowed on the credit of the government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the government

for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

EQUAL EMPLOYMENT OPPORTUNITY:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- 1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.*
- 2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.*
- 3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.*
- 4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.*
- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.*
- 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary*

of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.*
- 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:*

Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City of Palmdale shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

CLEAN AIR ACT

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Palmdale and understands and agrees that the City of Palmdale will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency regional office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Cities cannot award a contract to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352: Contractors that apply for a bid or award exceeding \$100,000 must file the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency. Cities should include the Byrd Anti-Lobbying contract clause is as follows:

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to

federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.

3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is

used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.

9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

ARPA Regulations, 31 CFR Part 35 ("Regulations") are incorporated herein and made a part of this Contract.

CONTRACTOR agrees to be bound by the reporting requirements set out in the Regulations. This includes submitting quarterly reports by the 15th of the month

following the end of each quarter to the Director of Finance. The reports must include, but is not limited to, the use of the funds, documentation/receipts of the funds spent, description of the project and status of completion of the project. The Director of Finance may require additional information of CONTRACTOR for compliance with ARPA Regulations.

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

1. CONTRACTOR, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. CONTRACTOR will be required to submit data showing compliance with the above.
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower-tier covered transactions. (2 C.F.R. Part 180, subpart B) and that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
5. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.
6. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
7. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
8. New Restrictions on Lobbying, 31 C.F.R. Part 21
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
10. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247).
11. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.
12. Generally applicable federal environmental laws and regulations.

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

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

Record of Signing

For
Name
Title

NL

Signed on 2024-02-14 23:48:28 GMT

Secured by Concord™
DocumentID: ODQzMTQ5NjktYm
SigningID: NjQ3MjFiYWltMG
Signing date: 2/14/2024
IP Address: 206.171.111.149
Email: nlopez@cityofpalmdale.org

For
Name
Title

Louis Alloro

Signed on 2024-02-15 00:47:46 GMT

Secured by Concord™
DocumentID: ODQzMTQ5NjktYm
SigningID: YjVjNTg0YzctOD
Signing date: 2/15/2024
IP Address: 76.93.53.113
Email: louis@louisalloro.com

For
Name
Title

William Patrick Curley III

Signed on 2024-03-12 02:00:58 GMT

Secured by Concord™
DocumentID: ODQzMTQ5NjktYm
SigningID: 02vyJo6p2r5pJ96ln2rwTM
Signing date: 3/12/2024
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

For
Name
Title

Ronda Perez

Signed on 2024-03-12 22:53:23 GMT

Secured by Concord™
DocumentID: ODQzMTQ5NjktYm
SigningID: 02vyoXimFK2kqRVKRJWY8M
Signing date: 3/12/2024
IP Address: 107.115.17.23
Email: rperez@cityofpalmdale.org

For
Name
Title

Roxanne Faber

Signed on 2024-03-19 21:53:19 GMT

Secured by Concord™
DocumentID: ODQzMTQ5NjktYm
SigningID: 02w2mRTeKuTS2NBQohWiE5
Signing date: 3/19/2024
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org



Signed with www.concordnow.com



City Council Staff Report

DATE: DECEMBER 4, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: OPERATIONS DEPARTMENT
FINANCE DIVISION

DISTRICT: ALL

SUBJECT: RECEIVE AND FILE THE SPECIAL TAX ANNUAL REPORT FOR CFD 2003-1 (ANOVERDE), CFD 05-1 (TRADE AND COMMERCE), CFD 16-1 (JOSHUA RANCH WATER SUPPLY AND MAINTENANCE SERVICES), AND CFD 2022-1 (CITYWIDE MAINTENANCE AND SERVICES) IN ACCORDANCE WITH SENATE BILL 165, SECTION 53411 OF THE CALIFORNIA GOVERNMENT CODE

RECOMMENDATION

Staff recommends that the City Council receive and file the Annual Report for CFD 2003-1 (Anaverde), CFD 05-1 (Trade and Commerce), CFD 16-1 (Joshua Ranch Water Supply and Maintenance Services), and CFD 2022-1 (Citywide Maintenance and Services).

BACKGROUND

The Special Tax Annual Report complies with Section 50075.3 or Section 53411 of the California Government Code as part of Senate Bill 165, the Local Agency Special Tax and Bond Accountability Act, and only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001. This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds.

DISCUSSION

The requirement of the Local Agency Special Tax and Bond Accountability Act applies to the funds issued after January 1, 2001 and therefore apply to the Community Facilities District No. 2003-1 (Anaverde) with an issuance date of February 23, 2005, Community Facilities District No. 05-1 (Trade and Commerce), with an issuance date of August 2,

2005, Community Facilities District 16-1 (Joshua Ranch Water Supply and Maintenance Services) with an issuance date of February 3, 2016, and Community Facilities District 2022-1 (Citywide Maintenance and Services) with a formation date of July 13, 2022.

The attached reports comply with Section 50075.3 or Section 53411 which states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

- a) The amount of funds collected and expended.
- b) The status of any project required or authorized to be funded as identified in the subdivision (a) of Section 50075.1 or Section 53410.”

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.

- 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. Special Tax Annual Report 2023
Rpt. Special Tax Annual Report 2024

LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001 in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1 [and] 53410.”

The requirements of the Act apply to the funds for the following districts.

\$15,565,000 Improvement Area A Community Facilities District No. 2003-1 (Anaverde Public Improvements) 2019 Special Tax Refunding Bonds

PURPOSE OF SPECIAL TAX

Bonds were issued to: (1) refinance outstanding bonds issued for the Improvement Area, (2) fund a reserve fund for the Bonds, and (3) pay costs of issuing Bonds.

The Special Tax finances the following improvements: storm drain, roadway, park and landscape, water, sewer as well as dry utilities, and construction of a City maintenance facility and a weather station.

The improvements are ongoing.

COLLECTIONS AND EXPENDITURES

Fund Name	Initial Deposit	Total Amount Collected ⁽¹⁾	6/30/2023 Balance	Amount Expended ⁽²⁾
Bond Fund ⁽³⁾	\$0.00	\$34,067,268.13	\$1,226,333.39	\$32,840,934.74
Cost of Issuance Fund	208,356.94	0.00	0.00	208,356.94
Improvement Fund	361,000.00	0.00	15,150.17	345,849.83
Reserve Fund ⁽⁴⁾	724,052.09	0.00	722,959.80	0.00

(1) Aggregate amount collected since Fiscal Year 2004/05.

(2) Bond Fund Amount Expended is the difference between Total Amount Collected and 6/30/2023 Balance.

(3) Includes administrative expense funds.

(4) Does not include the Reserve Policy held in the amount equal to 50% of the reserve requirement as of the closing date of the bonds.

\$10,442,992 Community Facilities District No. 05-1 (Trade and Commerce Center Area) 2021 Special Tax Refunding Bonds

PURPOSE OF SPECIAL TAX

Bonds were issued to refund the Series 2005 and Series 2007 Special Tax Refunding Bonds, Series A which were issued to refund: (1) a portion of the City's outstanding Limited Obligation Improvement Bonds, 10th Street West Assessment District No. 88-1 Series 1989-A, and (2) the outstanding special tax bonds for Community Facilities District No. 99-1 (Trade and Commerce Center Area), and (3) a portion of the City's outstanding Limited Obligation Improvement Bonds, 7th Street West Assessment District No. 90-2, Series 1990-A.

The projects funded by the Special Tax include: roadways and streets construction and improvements, including traffic signals, off ramps, sidewalks, gutters, street lights; storm drain, and sanitary and domestic sewer facilities.

The projects are complete.

COLLECTIONS AND EXPENDITURES

Fund Name	Initial Deposit	Total Amount Collected ⁽¹⁾	6/30/2023 Balance	Amount Expended ⁽²⁾
Bond Fund ⁽³⁾	\$0.00	\$17,921,475.17	\$1,020,816.67	\$16,900,658.50
Costs of Issuance Fund	148,037.74	0.00	0.00	148,037.74
Reserve Fund	639,057.15	0.00	647,994.28	0.00

(1) Aggregate amount collected since Fiscal Year 2006/07.

(2) Bond Fund Amount Expended is the difference between Total Amount Collected and 6/30/2023 Balance.

(3) Includes administrative expense funds.

**Community Facilities District No. 16-1
(Joshua Ranch Water Supply & Maintenance Services)**

PURPOSE OF SPECIAL TAX

A Special Tax is levied annually to pay for the following water rights, services, and related costs: acquisition rights to potable water to serve single family homes in phases four and five of the Joshua Ranch development; annual purchase price of the water rights; expenses of the Antelope Valley – East Kern Water Agency to transport the water; and all direct and incidental costs of landscape and drainage maintenance of the Flood Control Facility.

The project is ongoing.

COLLECTIONS AND EXPENDITURES

Fund	7/1/2022 Balance	Amount Collected⁽¹⁾	6/30/2023 Balance	Expended Amount	Service Status
Operating Fund	\$1,743,503.52	\$5,363,079.22	\$2,272,165.47	\$4,834,417.27	Ongoing

(1) Aggregate amount collected since Fiscal Year 2016/17.

LOCAL AGENCY SPECIAL TAX AND BOND ACCOUNTABILITY ACT

Senate Bill 165, filed with the Secretary of State on September 19, 2000, enacted the Local Agency Special Tax and Bond Accountability Act (the “Act”). This Act requires that any local special tax or local bond measure subject to voter approval contain a statement indicating the specific purposes of the special tax, require that the proceeds of the special tax be applied to those purposes, require the creation of an account into which the proceeds shall be deposited, and require an annual report containing specified information concerning the use of the proceeds. The Act only applies to any local special tax measure or local bond measure adopted on or after January 1, 2001 in accordance with Section 50075.1 or Section 53410 of the California Government Code.

Some of the requirements of the Act are handled at the formation of the Special Tax District and others are handled through annual reports. This Section of this report intends to comply with Sections 50075.3 and 53411 of the California Government Code that states:

“The chief fiscal officer of the issuing local agency shall file a report with its governing body no later than January 1, 2002, and at least once a year thereafter. The annual report shall contain all of the following:

1. The amount of funds collected and expended.
2. The status of any project required or authorized to be funded as identified in subdivision (a) of Sections 50075.1 [and] 53410.”

The requirements of the Act apply to the funds for the following districts.

\$15,565,000 Improvement Area A Community Facilities District No. 2003-1 (Anaverde Public Improvements) 2019 Special Tax Refunding Bonds

Dated: 08/01/2019

PURPOSE OF SPECIAL TAX

Bonds were issued to: (1) refinance outstanding bonds issued for the Improvement Area, (2) fund a reserve fund for the Bonds, and (3) pay costs of issuing Bonds.

The Special Tax finances the following improvements: storm drain, roadway, park and landscape, water, sewer as well as dry utilities, and construction of a City maintenance facility and a weather station.

The improvements are ongoing.

COLLECTIONS AND EXPENDITURES

Fund Name	Initial Deposit	Total Amount Collected ⁽¹⁾	6/30/2024 Balance	Amount Expended ⁽²⁾
Bond Fund ⁽³⁾	\$0.00	\$35,612,754.01	\$1,606,589.78	\$34,006,164.23
Cost of Issuance Fund	208,356.94	0.00	0.00	208,356.94
Improvement Fund	361,000.00	0.00	15,150.89	345,849.83
Reserve Fund ⁽⁴⁾	724,052.09	0.00	722,989.99	0.00

(1) Aggregate amount collected since Fiscal Year 2004/05.

(2) Bond Fund Amount Expended is the difference between Total Amount Collected and 6/30/2024 Balance.

(3) Includes administrative expense funds.

(4) Does not include the Reserve Policy held in the amount equal to 50% of the reserve requirement as of the closing date of the bonds.

\$10,442,992 Community Facilities District No. 05-1 (Trade and Commerce Center Area) 2021 Special Tax Refunding Bonds

Date: June 17, 2021

PURPOSE OF SPECIAL TAX

Bonds were issued to refund the Series 2005 and Series 2007 Special Tax Refunding Bonds, Series A which were issued to refund: (1) a portion of the City's outstanding Limited Obligation Improvement Bonds, 10th Street West Assessment District No. 88-1 Series 1989-A, and (2) the outstanding special tax bonds for Community Facilities District No. 99-1 (Trade and Commerce Center Area), and (3) a portion of the City's outstanding Limited Obligation Improvement Bonds, 7th Street West Assessment District No. 90-2, Series 1990-A.

The projects funded by the Special Tax include: roadways and streets construction and improvements, including traffic signals, off ramps, sidewalks, gutters, street lights; storm drain, and sanitary and domestic sewer facilities.

The projects are complete.

COLLECTIONS AND EXPENDITURES

Fund Name	Initial Deposit	Total Amount Collected ⁽¹⁾	6/30/2024 Balance	Amount Expended ⁽²⁾
Bond Fund ⁽³⁾	\$0.00	\$18,950,008.99	\$1,339,698.31	\$17,610,310.68
Costs of Issuance Fund	148,037.74	0.00	0.00	148,037.74
Reserve Fund	639,057.15	0.00	659,807.62	0.00

(1) Aggregate amount collected since Fiscal Year 2006/07.

(2) Bond Fund Amount Expended is the difference between Total Amount Collected and 6/30/2024 Balance.

(3) Includes administrative expense funds.

Community Facilities District No. 16-1
(Joshua Ranch Water Supply & Maintenance Services)

Date: February 3, 2016

PURPOSE OF SPECIAL TAX

A Special Tax is levied annually to pay for the following water rights, services, and related costs: acquisition rights to potable water to serve single family homes in phases four and five of the Joshua Ranch development; annual purchase price of the water rights; expenses of the Antelope Valley – East Kern Water Agency to transport the water; and all direct and incidental costs of landscape and drainage maintenance of the Flood Control Facility.

The project is ongoing.

COLLECTIONS AND EXPENDITURES

Fund	7/1/2023 Balance	Amount Collected⁽¹⁾	6/30/2024 Balance	Expended Amount	Service Status
Operating Fund	\$2,216,680.22	\$6,209,064.48	\$2,172,284.05	\$6,253,460.65	Ongoing
Reserve Fund	55,485.25	0.00	55,485.25	0.00	Open

(1) Aggregate amount collected since Fiscal Year 2016/17.

Community Facilities District No. 2022-1
(Citywide Maintenance and Services)

Formation Date: July 13, 2022

Purpose of Special Tax

The District was formed to fund maintenance and services for maintenance and lighting of parks, parkways, streets, roads, and open space as well as maintenance of landscaping, storm drains, and appurtenances located within the City. The Special Tax may be levied in perpetuity.

The projects are ongoing on an annual basis.

Collections and Expenditures

Fund Name⁽¹⁾	06/30/2023 Balance	Amount Collected	Amount Expended	06/30/2024 Balance
Special Tax Fund	\$0.00	\$171,047.61	\$311,087.19	(\$140,039.58)

(1) Includes funds in the Maintenance Account.

**MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
NOVEMBER 20, 2024**

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Bishop called the meeting to order at 5:03 pm.

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

**2) ROLL CALL MAYOR BISHOP, MAYOR PRO TEM LOA, COUNCILMEMBERS
OHLSEN, BETTENCOURT, ALARCÓN**

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

ABSENT: Andrea Alarcón.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Loa led the pledge of allegiance.

4) PRESENTATIONS

4.1) Certificate of Recognition to Miss Antelope Valley Breela Ballum for her community service.

Mayor Bishop and Ms. Cherina Ballum spoke about Breela's community service.

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

Public Comments: None

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) Adopt Resolution No. CC 2024-086, a Resolution of the City Council of the City of Palmdale adopting the Joint Resolution of the Board of Supervisors of the County of Los Angeles acting on behalf of the Los Angeles County General Fund, Los Angeles County Consolidated Fire Protection District, Los Angeles County Waterworks #40 - Antelope Valley, Los Angeles County

Waterworks #40 ACO Fund, the Board of Directors of the County Sanitation District No. 14 of Los Angeles County, and the governing bodies of The Antelope Valley Cemetery District, Antelope Valley Mosquito and Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, The Antelope Valley - East Kern Water Agency, and the Quartz Hill Water District approving and accepting negotiated exchange of property tax revenues resulting from annexation to County Sanitation District No. 14.

- 6.3) Approve Agreement with SVA Architect, Inc. for design and construction administration services for PN 878, Chimbole Cultural Center- City Library-Finance Renovation Project, for a total not to exceed amount of \$1,915,070 for a term of 540 working days comprised of 280 working days for design and 260 working days for construction administration from the date of the Notice to Proceed.
- 6.4) Approve Agreement with Bowman Consulting Group for design services for PN 895, Highway Safety Improvement Program and Traffic Signal Improvements Project, for a total not to exceed amount of \$438,863 for a term of 215 working days from the date of the Notice To Proceed.
- 6.5) Approve Requisition with SiteOne Landscape Supply, LLC for landscape aggregate, boulders, and materials in an amount not to exceed \$252,945 for Fiscal Year 2024-25.
- 6.6) Adopt Resolution No. CC 2024-084, a Resolution of the City Council of the City of Palmdale to adopt The City of Palmdale Local Road Safety Plan.
- 6.7) Approve the minutes from the previous meeting.

Motion: Approve all items listed under the Consent Calendar.

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

Vote: Motion carried (4-0)

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

Absent: Andrea Alarcón.

7) NEW BUSINESS

- 7.1) Adopt Resolution No. CC 2024-087, a Resolution of the City of Palmdale authorizing the issuance of special tax bonds for the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities) and approving related documents and actions.

Director of Operations Samson provided detailed information on the bonds and project.

Councilmember Bettencourt asked for an update on the Ritter Ranch project. City Manager Perez provided an update on the timeline.

Mayor Pro Tem Loa asked questions regarding the 1995 bonds. Director of Operation Samson provided clarification on the indebtedness of the bonds.

There was further discussion among Council, staff, and the consultant regarding this item. Ramiro Albarran, Preston Hollow Community Capital, spoke about the 40-year bond and the Mello-Roos tax.

Motion: Adopt Resolution No. CC 2024-087, a Resolution of the City of Palmdale authorizing the issuance of special tax bonds for the City of Palmdale Community Facilities District No. 2022-3 (Ritter Ranch Phase 1 Public Facilities) and approving related documents and actions.

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

Vote: Motion carried (4-0)

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

Absent: Andrea Alarcón.

8) CITY MANAGER'S REPORT

City Manager Perez announced the upcoming events: Thanksgiving Family Volunteer Day, Senior Thanksgiving Distribution, and Family Thanksgiving Distribution at SAVES; Books and Barks November 26; YMCA Turkey Trot November 28; SAVES Giving Tuesday, December 3; Tree Lighting Ceremony on December 4 at 4:45 pm in Poncitlan Square; Jolly Holiday December 7; Christmas Carol performance at Palmdale Playhouse December 6, and announced that the Veteran of the Year Award Nomination Period was now open.

9) SHERIFF'S REPORT

Captain Bardon reported on the following: response times, calls for service, Part 1 crimes, property crimes, Operation Secret Shopper to help with holiday crime, graffiti arrests, traffic enforcement & collision prevention, thanked the City for partnership on the haunted jail and open house on October 19, announced the Virtual Deputy Application is live on their website, and a Spanish speaking Q&A on December 3 at the LA Care Resource Center on immigration status and the Sheriff's Department's roll in law enforcement when it comes to immigration status.

Mayor Pro Tem Loa asked about the policy for party cars in Palmdale. Captain Bardon explained the process of enforcement.

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

Councilmember Ohlsen acknowledged the new Public Safety Director, Jarret Palmieri.

Public Safety Director Palmieri spoke regarding getting acclimated to his new position.

Councilmember Bettencourt requested that the City coordinate with the Sheriff's Department to have a park event for Martin Luther King Jr. Day.

Councilmember Ohlsen requested a future agenda item discussing AVTA fare

evasion and the funding of a law enforcement presence. Councilmember Bettencourt concurred.

11) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Luis Baca commented on street-sweeping regulations, Eugene Hernandez spoke about the Presidential Election, and Roger Soderstedt complained about the sidewalk going toward the library and street-sweeping regulations.

12) ADJOURNMENT

Mayor Bishop announced the meeting would be adjourned in memory of Karl Frank and David Gomez. Councilmembers shared their experiences and memories with Mr. Frank and Mr. Gomez.

Mayor Bishop adjourned the meeting at 5:57 pm to December 4, 2024, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

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

Austin Bishop, Mayor

ATTEST:

Rochelle Scott, City Clerk



City Council Staff Report

DATE: DECEMBER 4, 2024

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: WILLIAM P. CURLEY III, CITY ATTORNEY

DISTRICT: ALL

SUBJECT: ROTATION OF INCUMBENTS SERVING AS MAYOR AND MAYOR PRO TEM

RECOMMENDATION

The City Council acknowledges and confirms Councilmember Richard J. Loa as Mayor (District 2) and Councilmember Laura Bettencourt as Mayor Pro Tem (District 3) for the 2025 calendar year.

BACKGROUND

The City Council adopted Ordinance No. 1611 on August 16, 2023, to establish the process of annually designating the Mayor and selecting the Mayor Pro Tem. The first meeting in December is the date to rotate the positions per district numerical sequence.

DISCUSSION

The City Council should act according to its adopted procedure to ensure definite and certain City Council leadership.

FISCAL IMPACT

Minor costs relating to updating the City of Palmdale administrative records and public materials.

STRATEGIC PLAN

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

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

Prepared by:	William P. Curley, III, City Attorney
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:

Ord. No. 1611

**CITY OF PALMDALE, A CHARTER CITY,
COUNTY OF LOS ANGELES, CALIFORNIA
ORDINANCE NO. 1611**

**AN ORDINANCE OF THE CITY OF PALMDALE, AMENDING SECTION
2.08.010 OF THE PALMDALE MUNICIPAL CODE TO ESTABLISH THE PROCESS
OF ANNUALLY DESIGNATING THE MAYOR AND SELECTING THE MAYOR PRO
TEM**

A. INTENT OF THE CITY COUNCIL:

1. The City of Palmdale desires to establish a clear, definite, and certain process to designate a Mayor and Mayor Pro Tem annually. The City's prior change from a directly elected mayor position necessitates the adoption of a replacement protocol to establish a city governance structure.
2. The City Council further is intending to respect, as to the office of Mayor, the districts adopted by the City, to ensure that all residents will, in an orderly fashion, have their respective council member serve in the role of Mayor. The role shall follow the numerical sequencing of the five districts in mathematical order, commencing with District 1.
3. The Office of Mayor Pro Tem will be designated as being in the numerical district immediately following the district of the Mayor.
4. All legal prerequisites to the adoption of this ordinance have occurred as required by the law.

B. ORDINANCE

THE CITY COUNCIL OF THE CITY OF PALMDALE DOES ORDAIN AS FOLLOWS:

SECTION 1. This Council hereby confirms its legislative intent as set forth in Section A of this Ordinance and hereby incorporates Section A by reference herein.

SECTION 2. The existing text of Palmdale Municipal Code Section 2.08.010 is hereby repealed in its entirety and replaced with the following new section 2.08.010, to read as follows:

- (A) *"Designation of Mayor: On an annual basis at the first meeting in December for designation of the council member who serves as Mayor, the council member representing the numerically next in order electoral district shall be designated as Mayor for the calendar following year. The 2024 Mayor will be the incumbent in District 1, with, each following year, the incumbent in the next calendar year. Specifically, District 1, District 2, District 3, District 4, and District 5, with the successive cycle continuing thereafter. Notwithstanding the foregoing, no electoral District in the City shall have a representative serve twice within a five (5) year period. For certainty, District 3 shall not have a representative serve as mayor in this initial five (5) year rotation, and notwithstanding anything to the*

contrary, no person shall be compelled to serve in the capacity of Mayor.

- (B) *Designation of Mayor Pro Tem: The City Council, after installing the Mayor, shall designate the incumbent in the numerical district next in numerical sequence. The City Council may from time– to–time replace the Mayor Pro Tem, if deemed necessary for the best interest of the City of Palmdale.”*

SECTION 3. California Environmental Quality Act. The City Council finds the approval of this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to (a) CEQA Guidelines Sections 15060(c)(2) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment; (b) CEQA Guidelines Section 15061(b)(3) because it has no potential for causing a significant effect on the environment; and under (c) 15378(c)(2), because CEQA does not apply to procedure making. This Ordinance merely changes and establishes the period of time under which– it does not authorize any construction that would not already have been analyzed under CEQA and is within the scope of the City charter. A mayor is designated and limitations on District service as mayor and the selection of a Mayor Pro Tem.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

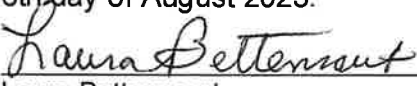
SECTION 5. All legal prerequisites and pre-conditions to introducing, enacting, and adopting this Ordinance have occurred as required by law and policy.

SECTION 6. The City Clerk shall certify the adoption of this Ordinance and shall cause this Ordinance to be published or posted as required by law.

PASSED, APPROVED, and ADOPTED this 16th day of August 2023.

Approved as to form:


William P. Curley, III
Interim City Attorney


Laura Bettencourt
Mayor
ATTEST: 
Rochelle Scott
Acting City Clerk

I, Rochelle Scott, Acting City Clerk of the City of Palmdale, California, do hereby certify that the foregoing Ordinance was duly introduced, passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 16th day of August, 2023 effective on the 15th day of September, 2023 by the following roll call vote:

AYES: Bettencourt, Alarcón, Bishop, Loa, Ohlsen

NOES: None

ABSTAIN: None ABSENT: None

Date: 11/20/2023 Rochelle Scott
Rochelle Scott, Acting City Clerk

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2024-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE
CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL
ELECTION HELD ON NOVEMBER 5, 2024, DECLARING THE RESULT
AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Palmdale, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; that voting precincts and vote-by-mail ballot drop-off boxes were properly established; that election officers were appointed and that in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Election Code of the State of California for the holding of elections in charter cities; and

WHEREAS, pursuant to Resolution No. CC 2024-044, adopted by Council on June 26, 2024, the County Election Department canvassed the election returns and certified the results. The results were received and are attached and made a part hereof as Exhibit "A."

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

SECTION 1. That the whole number of ballots cast in the precincts except vote by mail voter ballots and provisional ballots was _____.

That the whole number of votes by mail voter and provisional ballots cast in the City was _____, making a total of _____ ballots cast in the City.

SECTION 2. That the names of persons voted for at the election for two members of the City Council for a full term of four years are as follows:

For Member of the City Council in District 1:

AUSTIN BISHOP
ANTONY CASTRO

For Member of the City Council in District 2:

RICHARD JESSE LOA

That the number of votes given at each precinct and vote by mail drop-off box to each of the persons above named for the respective offices for which the persons were candidates were as listed in Exhibit “A” attached and made a part hereof.

SECTION 3. The City Council does declare and determine that:

_____ was elected Member of the City Council in District 1 for a full term of four years; and

_____ was elected as Member of the City Council in District 2 for a full term of four years; and

SECTION 4. That the following measure was submitted to the qualified electors at said election:

Palmdale Essential Services Protection Measure: Shall an ordinance protecting Palmdale’s financial stability; maintaining essential services; maintaining 911 response; retaining businesses; maintaining veterans, senior, mental health, and homelessness community programs; by amending the city’s sales and use tax ordinance to provide automatic increase to the sales and use tax rate, to the maximum permitted – whether because another tax expires, the Legislature increases the statutory maximum use tax for the City, or otherwise – be adopted?

That the number of votes given in the City for and against said measure is listed on the attached Exhibit “A”.

SECTION 5. The City Clerk shall enter on the records of the City Council of the City, a statement of the result of the election, showing: (1) The whole number of ballots cast in the city; (2) The names of the persons voted for; (3) For what office each person was voted for; (4) The number of votes given at each precinct to each person; and (5) The total number of votes given to each person.

SECTION 6: That pursuant to Election Code §10265, the City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated; that the Oath of Office shall also be administered to each person prescribed in the Constitution of the State of California and they shall subscribe to it, and it will be filed in the office of the City Clerk. All persons so elected shall then be inducted into the respective offices to which they have been elected.

SECTION 7. The City Clerk shall certify to the passage and adoption of this resolution.

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

Approved as to form: _____
Austin Bishop, Mayor

ATTEST:

William P. Curley, III
City Attorney

Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 4th day of December 2024 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Rochelle Scott, City Clerk

EXHIBIT A
FORTHCOMING UPON
RECEIPT OF THE
CANVASS RESULTS