PALMDALE

a place to call home

CITY COUNCIL MEETING
SUCCESSOR AGENCY/HOUSING AUTHORITY
CITY COUNCIL CHAMBERS
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
WEDNESDAY, SEPTEMBER 7, 2022
5:00 PM
7:00 PM
www.cityofpalmdale.org

WELCOME

The Council Chamber is open for in-person public comment and seating. The Mayor and/or one or more members of the City Council may participate virtually in this meeting.

How to observe the meeting virtually:

1. Spectrum local access Channel 27
2. Online live webcast at www.cityofpalmdale.org.

How to Submit Public Comments:

VERBAL PUBLIC COMMENT DURING THE MEETING – ZOOM Number: US: +1 669 444 9171 Webinar ID: 819 8207 0753 Passcode: 208787

Webinar attendee link https://us06web.zoom.us/j/81982070753?pwd=enVWUis5RFBnMEhoalRyTy83bEhqZz09.

Verbal comments must be limited to three (3) minutes. Public comments submitted will become part of the official meeting record.

The safety and well-being of employees and the public remains the City's top priority. The City of Palmdale appreciates your patience and understanding during these challenging times.

The City Council is making every effort to follow the spirit and intent of the Brown Act and other applicable laws regulating the conduct of public meetings in order to maximize transparency and public access.

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

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

Your courtesy is requested to help our meetings run smoothly. If you'll be kind enough to follow these simple rules, we can make the best possible use of your time and ours:

- Please refrain from public displays or outbursts, such as unsolicited applause, comments, cheering, foul language or obscenities.
- Any disruptive activities that substantially interfere with the ability of the City Council to carry out its meeting will not be permitted and offenders will be asked to leave the meeting.
- Please turn off/mute your cell phones and mobile devices.

5:00 P.M.

1. **MAYOR TO CALL MEETINGS TO ORDER**

2. **ROLL CALL**
   MAYOR HOFBAUER, MAYOR PRO TEM LOA,
   COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

3. **PUBLIC COMMENTS ON CLOSED SESSION ITEMS**
   The public is invited to comment on any closed session item listed below. Please submit a Speaker's Form to the City Clerk **BEFORE** this portion of the meeting begins. Each person addressing the Council is customarily given up to three minutes to speak (with double the time allotted to non-English speakers using a translator). The amount of time authorized may be adjusted by the chair. If you wish to provide information to the Council, please present the City Clerk with 7 copies. Otherwise, your materials will simply be added to the administrative record. If you are attending the meeting by phone, please press *9 to "raise your hand." If attending by personal computer, please click the "raise your hand" button. Press *6 to un-mute yourself, state your name and begin speaking.

4. **PRESENTATION BY CITY ATTORNEY**

4.1 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Ricci v. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.2 CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCV18219
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.3 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Government Code Section 54956.9(d)(1).
Name of case: John J. Murphy v. City of Palmdale;
Los Angeles County Superior Court Case Number: 22STCV22544
Related City Claim Number: 2022-007

4.4 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code 54956.9(d)(2): 2 potential cases

4.5 CONFERENCE WITH LABOR NEGOTIATORS

City Representatives: Ronda Perez, Interim City Manager and Patricia Nevarez, Human Resources Manager

Position: Interim City Attorney
Unrepresented Employee: Scott Porter, Interim City Attorney

This Closed Session is being held pursuant to the authority of California Government Code Section 54957.6.

5. **ANNOUNCEMENT BY CITY ATTORNEY**

6. **ADJOURN CLOSED SESSION MEETING**

7:00 P.M.

7. **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS**

ROLL CALL
MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR LOA,
COUNCILMEMBERS/DIRECTOR/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT
COMMISSIONERS FRAGA-SAENZ, DENNY

8. **PRESENTATIONS**

8.1 Presentation of a cute critter available for adoption at the Palmdale Animal Care Center.

8.2 Presentation of awards by Ventura Graphix to the Taco Festival winners.

8.3 Presentation of a Proclamation by Mayor and Council declaring September 2022 as National Preparedness Month in the City of Palmdale.

8.4 Presentation of a Proclamation by Mayor and Council declaring September 2022 as Suicide Prevention Month in the City of Palmdale.

8.5 Presentation of a Commendation by Mayor and Council to Charles "Chuck" Heffernan, P.E. in honor of his retirement from the City of Palmdale.

9. **WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)**
Staff Recommendation: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting. (Voice Vote - Requires a majority to waive.)

10. **PUBLIC COMMENTS ON LISTED AGENDA ITEMS (EXCLUDING PUBLIC HEARINGS)**
You may address the Council/Authority once per meeting during Public Comments. This portion of the public comment is on any item listed on the agenda, excluding public hearings (if any). Public comment on public hearing items (if any) will be heard when that matter is considered. To address the Council/Authority regarding an item on the agenda, please fill out a Speaker's Form and submit it to the City Clerk **BEFORE** the Mayor/Chair announces the item. Each person addressing the Council/Authority is customarily given up to three minutes to speak (with double the time allotted to non-English speakers using

a translator). The amount of time authorized may be adjusted by the chair. If you wish to provide information to the Council, please present the City Clerk with 7 copies. Otherwise, your materials will simply be added to the administrative record. If you are attending the meeting by phone, please press *9 to "raise your hand." If attending by personal computer, please click the "raise your hand" button. Press *6 to un-mute yourself, state your name and begin speaking.

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

11.1 Adopt Resolution HA 2022-004, a resolution of the Housing Authority of the City of Palmdale, repealing Resolution 2022-003 and amending agreement 07-IIG-4212 with the State of California Department of Housing and Community Development for the Proposition 1-C Infill Infrastructure Grant Program. (Staff Reference: Director Neighborhood Services Miller - Presented by Housing Coordinator Nichols)

1a SR HA RESO HA 2022-004.docx
1b Reso HA 2022-004 9.7.2022.docx
1c Reso_HA_2022-003.pdf

11.2 Approve the Housing Authority of the City of Palmdale's 2021-2022 Annual Report prepared per Health and Safety Code Section 34328 and 34328.1; and Authorize the Executive Director of their designee to submit the report to the State of California Department of Housing and Community Development. (Staff Reference: Director Neighborhood Services Miller - Presented by Housing Coordinator Nichols)

2a_Staff_Report_HA_2022.docx
2b_FINAL_HA_Annual_Report_for_2021-22.docx

11.3 Approve the minutes from the previous meetings. (Staff Reference: Deputy City Clerk Scott)

HA - June 29, 2022
HA - July 13, 2022
HA - July 20, 2022

City Council_SA_HA_IDA_PAA_PCA_PFA 06 29 2022.pdf
City Council_SA_HA 07 13 2022.pdf
City Council_HA 07 20 2022.pdf

12. **CONSENT CALENDAR**

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

12.1 Receive and file the Monthly Investment Activity Reports for July 2022.(Staff Reference: Director of Finance Samson)

1. Staff_Report_-_Investment_Report_July_2022.docx
01 July Investment Report City & Successor Agency.pdf

12.2 Approve Final Parcel Map No. 83189 located at Pearblossom Hwy and 52nd Street East. (Staff Reference: Director of Public Works Heffernan)

PM 83189 - Staff Report.docx
PM 83189 - Final.pdf

12.3 Approve Purchase Order No. 20230016 with Plumber's Depot for One (1) New GapVax MC1510-3S4S Combination Jet/Vacuum Truck in an amount not to exceed $549,945.72. (Staff Reference: Director of Public Works Heffernan)

SR_Approve_PO_20230016_Plumber_s_Depot_-_GapVax.docx
1. Purchase Order No. 20230016 Plumber's Depot.pdf
2. Sourcewell Contract No. 101221-GPV.pdf
3. Plumber's Depot Quote 28033 - GapVax.pdf

12.4 Approve Purchase Order No. 20230045 with Nixon-Egli Equipment Co. for One (1) New Maintainer MTS-1-084 Service Truck in an amount not to exceed $169,237.72. (Staff Reference: Director of Public Works Heffernan)

SR_Approve_PO_20230045_Nixon-Egli_-_Maintainer_MTS.docx
1. Purchase Order No. 20230045 Nixon-Egli Equip Co..pdf
2. Memo - Purchase Approval Nixon-Egli_Signed.pdf
3. Nixon-Egli Quote 100608 - Maintainer MTS-1-084.pdf

12.5 Approve Purchase Order No. 20230046 with National Auto Fleet Group for One (1) Roadline Model GPMT Graffiti Removal Truck in an amount not to exceed $158,774.26. (Staff Reference: Director of Public Works Heffernan)

SR Approve PO 20230046 National Auto Fleet-Graffiti Truck.docx
1. Purchase Order No. 20230046 National Auto Fleet.pdf
2. Sourcewell Contract No. 091521-NAF.pdf
3. National Auto Fleet Quote - Graffiti Truck.pdf

12.6 Award construction agreement with R.C. Becker and Son, Inc., for PN 800, Avenue R & 45th Street East Traffic Signal and Roadway Improvements Project, in the amount of $1,230,049.93 for a term of 90 working days from the date of Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Staff_Report_PN_800_Award_RC_Becker.docx

12.7 Award RFP 21-001-2200, as-needed plan check, Community Development Technician, building inspection, and Building Official services and approve agreements with Interwest Consulting Group, Inc., JAS Pacific, and Bureau Veritas North America, Inc. (Staff Reference: Director of Economic and Community Development Garibay)

Staff_Report_for_RFP21-001-2200.docx
Interwest Contract A-8040.pdf
InterWest Consulting Insurance.pdf
JAS Pacific Contract A-8041.pdf
JAS Pacific Insurance.pdf
BV Contract A-8042.pdf
BV Insurance.pdf

12.8 Adopt Resolution No. CC 2022-098, a Resolution of the City Council of the City of Palmdale Making Legally Required Findings for Extending Remote Teleconference Participation for Meetings of the City Council and its Related and/or Subordinate Legislative Bodies. (Staff Reference: Acting City Attorney Porter)

Teleconferencing_SR_2022-098.docx
RESO_-098Continuing_Remote_Meeting_authorization_-_For_Sept._7_2022.docx

12.9 Approve Fourth Amendment to the Agreement with Antelope Valley Domestic Violence Council DBA Valley Oasis for Tenant Based Rental Assistance Program (TBRA), exercise the option to extend the agreement for a one-year term, increase the agreement by $110,000 for a new not to exceed total of $707,130 and ratify expenditures for the tenant based rental program. (Staff Reference: Director of Neighborhood Services Miller - Presented by Housing Coordinator Nichols)

4a SR TBRA 4 Amend.docx
4b Fourth Amendment to A-6439 - VO- 08.25.2022.pdf

12.10 Adopt Resolution No. CC 2022-095, a Resolution of the City Council of the City of Palmdale Amending the City's General Positions Classification and Pay Plan. (Staff Reference: Human Resource Manager Nevarez)

SR_Class_and_Pay_Plan_Clean_up_090322 (1).docx
Reso_CC_No._2022.095.doc
Exhibit 1 class and pay update 090722.pdf

12.11 Approve the minutes from the previous meetings. (Staff Reference: Deputy City Clerk Scott)

CC/SA/IDA/PAA/PCA/PFA - June 29, 2022
CC/SA - July 13, 2022

CC - July 20, 2022
City Council_SA_HA_IDA_PAA_PCA_PFA 06 29 2022.pdf
City Council_SA_HA 07 13 2022.pdf
City Council_HA 07 20 2022.pdf

13. **PUBLIC HEARING**

13.1 Public Hearing to hear public comments on the Draft Consolidated Annual Performance Evaluation Report (CAPER) for Fiscal Year 2021-2022; review and consider approval of the 2021-2022 CAPER; consider request to authorize the City Manager of their designee to make necessary changes and submit the CAPER report to the U.S. Department of Housing and Urban Development (HUD) by September 28, 2022 in compliance with HUD Regulations. (Staff Reference: Director Neighborhood Services Miller - Presented by Housing Coordinator Nichols)
3b_21-22_SR_CAPER-_FINAL.docx
FINAL DRAFT 3b Palmdale 21-22 CAPER _8.22 (002).pdf

14. **APPOINTMENTS**

14.1 Approve Appointment to Fill a Vacancy on the Mobile Home Park Rental Review Board. (Staff Reference: Deputy City Clerk Scott)
9_7_22_Appointment_Vacancy_Mobile_Home_Board.docx

14.2 Discussion and direction regarding the appointment to The Palmdale Aerospace Academy Board of Directors. (Staff Reference: Deputy City Clerk Faber)
9_7_2022_TPAA_Appointment_SR_final.docx
Board of Directors Description of Duties.pdf
TPAA Bylaws 6.16.16.pdf

15. **NEW BUSINESS**

15.1 Approve the Agreement between the City of Palmdale and Jones & Mayer for Interim City Attorney services. (Staff Reference: Interim City Manager Perez)
Staff_Report_9.2022.docx
Jones_and_Mayer_A-8069.doc
MASTER RRS 2022 with change requests.pdf

15.2 Discussion and possible action to consider an adjustment to board, committee and commission stipends for the various appointed standing positions.

15.3 Discussion regarding opioid addiction and the overdose epidemic.

15.4 Discussion regarding High School safety protocols.

15.5 Discussion of potential action regarding the public survey results for the City Council meeting day and time.

16. **PUBLIC COMMENTS ON NON-AGENDA ITEMS**

This portion of the Agenda allows an individual the opportunity to address the Council on any subject within the City's subject matter jurisdiction not on the Agenda. Under state legislation, in general, no action can be taken on items not specifically referenced on the Agenda, but may offer suggestions on how your concerns may best be resolved. To address the Council regarding a non-agenda item, please fill out a Speaker's Form and submit it to the City Clerk **BEFORE** the Mayor announces the item. Each person addressing the Council is customarily given up to three minutes to speak (with double the time allotted to non-English speakers using a translator). The amount of time authorized may be adjusted by the chair. If you wish to provide information to the Council, please present the City Clerk with 7 copies. Otherwise, your materials will simply be added to the administrative record. If you are attending the meeting by phone, please press *9 to "raise your hand." If attending by personal computer, please click the "raise your hand" button. Press *6 to un-mute yourself, state your name and begin speaking.

17. **INFORMATIONAL REPORT FROM MAYOR AND / OR COUNCILMEMBERS ON THEIR VARIOUS COMMITTEE MEMBERSHIPS AND MEETINGS ATTENDED AT PUBLIC EXPENSE**

17.1 COMMITTEE MEMBERSHIPS.

- ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT
- ANTELOPE VALLEY TRANSIT AUTHORITY
- CALIFORNIA CONTRACT CITIES ASSOCIATION
- CITY OF PALMDALE AUDIT COMMITTEE
- CITY OF PALMDALE INVESTMENT OVERSIGHT COMMITTEE
- HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY
- LEAGUE OF CALIFORNIA CITIES
- LOS ANGELES COUNTY SANITATION DISTRICT
- NORTH LOS ANGELES COUNTY TRANSPORTATION COALITION
- PALMDALE RECYCLED WATER AUTHORITY
- SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGIONAL COUNCIL
- UNITED STATES/MEXICO SISTER CITIES ASSOCIATION
- CALIFORNIA STATE PRISON – LOS ANGELES COUNTY, CITIZENS ADVISORY COMMITTEE

17.2 MEETINGS ATTENDED AT PUBLIC EXPENSE

Bettencourt Informational Report 090722.docx

18. **CITY MANAGER'S REPORT**

19. **CITY COUNCIL REQUESTS FOR NEW AGENDA ITEMS**

20. **Adjourn meeting to September 21, 2022 at 7:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.**

Housing Authority
Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE CHAIR AND COMMISSIONERS**

FROM: **NEIGHBORHOOD SERVICES**

HOUSING DIVISION

DISTRICT: **2**

SUBJECT: **ADOPT RESOLUTION NO. HA 2022-004, A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PALMDALE, REPEALING RESOLUTION HA 2022-003 AND AMENDING AGREEMENT 07-IIG-4212 WITH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE PROPOSITION 1-C INFILL INFRASTRUCTURE GRANT PROGRAM**

ISSUE

Adopt Resolution HA 2022-004, a resolution of the Housing Authority of the City of Palmdale, repealing Resolution HA 2022-003 and approving the amendment of agreement 07-IIG-4212 with the State of California Department of Housing and Community Development for the Proposition 1-C Infill Infrastructure Grant Program.

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution HA 2022-004, a resolution of the Housing Authority of the City of Palmdale, repealing Resolution HA 2022-003 and approving the amendment of agreement 07-IIG-4212 with the State of California Department of Housing and Community Development for the Proposition 1-C Infill Infrastructure Grant Program; and
2. Authorize the Executive Director or their designee to execute amendments and documents related to the Proposition 1-C Infill Infrastructure Grant Program Agreement with the State of California Department of Housing and Community Development.

BACKGROUND

The Community Redevelopment Agency of the City of Palmdale and Community Development Associates, Inc. entered into Agreement 07-IIG-4212 with the State of California Department of Housing and Community Development (HCD) on October 24,

2011, for the Proposition 1-C Infill Infrastructure Grant (IIG) Program. The funding received for the Proposition 1-C Infill and Infrastructure Grant Program was used for development of the infrastructure necessary for construction of the Townhome Project and the Wright Brothers Court Apartment Project, located at 4th Street East and East Avenue Q.

DISCUSSION

The Housing Authority of the City of Palmdale, as Successor Housing Agency, (Housing Authority) is requesting an amendment of the IIG Agreement removing Community Development Associates, Inc. from the IIG Agreement and amending Exhibit A (Performance Milestones Housing) to extend the timeline for completion of Phase 2 of the agreement. In addition, the Housing Authority is requesting to further amend the IIG Agreement to add the Developer selected through a Request for Proposal process subject to approval by HCD. The agreement's current milestone requirement is for construction of the Townhomes to be completed and occupied by June 30, 2024. Staff has proposed to HCD to amend the milestone requirement to December 2026. On June 1, 2022, the Council approved Resolution HA 2022-003 approving the amendment of agreement 07-IIG-4212 with HCD. HCD has requested revisions to the approved Resolution to include the date of the award, amount of the award, and naming the co-recipients.

FISCAL IMPACT

IIG Program grant funds were expended on the infrastructure for the development of the infrastructure necessary for construction of the Townhome Project and the Wright Brothers Court Apartments. Funds are available for pre-development costs of the Townhome development in account 29364011-782921 of $1,000,000.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Transform housing inventory to meet the changing lifestyle and market demands

Prepared by:	Sophia Reyes, Housing Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim Executive Director
Approved as to form:	Scott E. Porter, Acting Authority Attorney

ATTACHMENTS

1. Resolution HA 2022-004
2. Resolution HA 2022-003

HOUSING AUTHORITY
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. HA 2022-004

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PALMDALE REPEALING RESOLUTION NO. HA 2022-003 AND AMENDING AGREEMENT 07-IIG-4212 WITH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE PROPOSITION 1-C INFILL INFRASTRUCTURE GRANT PROGRAM

WHEREAS*,* the City Council of the City of Palmdale ("City Council") adopted the Redevelopment Plans for the Merged Redevelopment Projects ("Project Area") on March 24, 1994, by Ordinance Nos. 1042, 1043, and 1044, which resulted in the allocation of property taxes from the Project Area to the former Community Redevelopment Agency of the City of Palmdale ("Redevelopment Agency") for purposes of redevelopment. On May 4, 2011 the City Council adopted the Expansion Area Amendment by Ordinance No. 1418 adding additional territory to the Merged Project Area, and amending and restating the Redevelopment Plans into a single Amended and Restated Redevelopment Plan for the Merged Project Area ("Redevelopment Plan"). Project Area No. 2, Project Area No. 3, Project Area No. 4, and the Expansion Area collectively are referred to as the "Merged Project Area"*; and*

WHEREAS*,* the Housing Authority of the City of Palmdale ("Authority") is implementing certain proposed uses in the Merged Project Area including low-income housing, which will aid in carrying out the Redevelopment Plan, pursuant to its obligations under Assembly Bill No. 26 (2011-2012 1st Ex. Sess.), as amended by Assembly Bill No. 1484 (2011-2012 Regular Session) and as further amended from time to time (collectively, the "Dissolution Bills") wherein the Authority, as the designated entity, will perform the housing functions previously performed by the former Redevelopment Agency to carry out the purposes of the Redevelopment Plan and the Dissolution Bills; *and*

WHEREAS*,* the Housing Authority of the City of Palmdale ("Authority") approved Resolution No. 2022-003 on June 1, 2022 approving the amendment of agreement 07-IIG-4212. The State of California Department of Housing and Community Development has requested revisions to the Resolution.

WHEREAS, Proposition 1-C Infill Infrastructure Grant (IIG) Program funding of $9,950,400 was awarded June 24, 2008 to the Palmdale Transit Village Project. The City of Palmdale assigned the grant to the Community Redevelopment Agency of the City of Palmdale. The Community Redevelopment Agency of the City of Palmdale and Community Development Associates, Inc. entered into Agreement 07-IIG-4212 with the State of California Department of Housing and Community Development (HCD) on

October 24, 2011, for the Proposition 1-C Infill Infrastructure Grant (IIG) Program. Amendment 1 to the agreement replaced the Community Redevelopment Agency of the City of Palmdale with the Housing Authority of the City of Palmdale pursuant to the Dissolution Bills.

WHEREAS, the co-recipients, the Housing Authority of the City of Palmdale and Community Development Associates, Inc., of the Proposition 1-C Infill and Infrastructure Grant Program used the funding for development of the infrastructure necessary for construction of the Townhome Project and the Wright Brothers Court Apartment Project, located at 4th Street East and East Avenue Q.

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

SECTION 1. The Housing Authority repeals Resolution No. HA 2022-003.

SECTION 2. The Housing Authority of the City of Palmdale, as Successor Hosing Agency, (Housing Authority) is hereby requesting an amendment of the IIG Agreement removing Community Development Associates, Inc. from the IIG Agreement and to amend the IIG Agreement Exhibit A Performance Milestones Housing to extend the timeline for completion of Phase 2 of the agreement. In addition, the Housing Authority is requesting to further amend the IIG Agreement to add the Developer selected through a Request for Proposal process subject to approval by HCD.

SECTION 3. The Housing Authority authorizes the Executive Director or their designee to execute any and all instruments required by HCD or otherwise convenient and necessary to the City's joint participation with Developers in the IIG Program, including but not limited to the Standard Agreement and any amendments thereto with the State of California Department of Housing and Community Development.

SECTION 4. The Authority Secretary shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 7th day of September, 2022.

Approved as to form:

_____
Steven D. Hofbauer, Chair

ATTEST:

_____
Scott E. Porter
Acting Authority Attorney

_____
Shanae S. Smith
Authority Secretary

I, Shanae S. Smith, Authority Secretary of the Housing Authority of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Housing Authority of the City of Palmdale at a special meeting of said Authority held on the 7th day of September, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, Authority Secretary

HOUSING AUTHORITY
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. HA 2022-003

A RESOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF PALMDALE APPROVING THE AMENDMENT OF AGREEMENT 07-IIG-4212) WITH THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE PROPOSITION 1-C INFILL INFRASTRUCTURE GRANT PROGRAM

WHEREAS, the City Council of the City of Palmdale ("City Council") adopted the Redevelopment Plans for the Merged Redevelopment Projects ("Project Area") on March 24, 1994, by Ordinance Nos. 1042, 1043, and 1044, which resulted in the allocation of property taxes from the Project Area to the former Community Redevelopment Agency of the City of Palmdale ("Redevelopment Agency") for purposes of redevelopment. On May 4, 2011 the City Council adopted the Expansion Area Amendment by Ordinance No. 1418 adding additional territory to the Merged Project Area, and amending and restating the Redevelopment Plans into a single Amended and Restated Redevelopment Plan for the Merged Project Area ("Redevelopment Plan"). Project Area No. 2, Project Area No. 3, Project Area No. 4, and the Expansion Area collectively are referred to as the "Merged Project Area"*; and*

WHEREAS, the Housing Authority of the City of Palmdale ("Authority") is implementing certain proposed uses in the Merged Project Area including low-income housing, which will aid in carrying out the Redevelopment Plan, pursuant to its obligations under Assembly Bill No. 26 (2011-2012 1st Ex. Sess.), as amended by Assembly Bill No. 1484 (2011-2012 Regular Session) and as further amended from time to time (collectively, the "Dissolution Bills") wherein the Authority, as the designated entity, will perform the housing functions previously performed by the former Redevelopment Agency to carry out the purposes of the Redevelopment Plan and the Dissolution Bills.

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

SECTION 1. The Community Redevelopment Agency of the City of Palmdale and Community Development Associates, Inc. entered into Agreement 07-IIG-4212 with the State of California Department of Housing and Community Development (HCD) on October 24, 2011, for the Proposition 1-C Infill Infrastructure Grant (IIG) Program.

SECTION 2. The funding received for the Proposition 1-C Infill and Infrastructure Grant Program was used for development of the infrastructure necessary for

construction of the Townhome Project and the Wright Brothers Court Apartment Project, located at 4th Street East and East Avenue Q.

SECTION 3. The Housing Authority of the City of Palmdale, as Successor Hosing Agency, (Housing Authority) is requesting an amendment of the IIG Agreement removing Community Development Associates, Inc. from the IIG Agreement and to amend the IIG Agreement Exhibit A Performance Milestones Housing to extend the timeline for completion of Phase 2 of the agreement. In addition, the Housing Authority is requesting to further amend the IIG Agreement to add the Developer selected through a Request for Proposal process subject to approval by HCD.

SECTION 4. The Housing Authority authorizes the Executive Director or their designee to execute any and all instruments required by HCD or otherwise convenient and necessary to the City's joint participation with Developers in the IIG Program, including but not limited to the Standard Agreement and any amendments thereto with the State of California Department of Housing and Community Development.

SECTION 5. The Authority Secretary shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 1st day of June 2022.

Steven D. Hofbauer, Chair

Approved as to form:

Scott Porter

Scott E. Porter
Acting Authority Attorney

ATTEST:

Shanae S. Smith

Shanae S. Smith,
Authority Secretary

I, Shanae S. Smith, Authority Secretary of the Housing Authority of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the Housing Authority of the City of Palmdale at a special meeting of said Authority held on the 1st day of June, 2022 by the following roll call vote:

AYES: Loa, Carrillo, Bishop, Bettencourt, Fraga-Saenz

NOES: None

ABSTAIN: None ABSENT: Hofbauer, Denny

Date: 6/15/2022

Shanae S. Smith

Shanae S. Smith, Authority Secretary

Housing Authority
Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE CHAIR AND COMMISSIONERS**

FROM: **NEIGHBORHOOD SERVICE HOUSING DIVISION**

DISTRICT: **ALL**

SUBJECT: **APPROVE THE HOUSING AUTHORITY OF THE CITY OF PALMDALE'S 2021-2022 ANNUAL REPORT PREPARED PER HEALTH AND SAFETY CODE SECTION 34328 AND 34328.1 AND AUTHORIZE THE EXECUTIVE DIRECTOR OR THEIR DESIGNEE TO SUBMIT THE REPORT TO THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT.**

ISSUE

Approve the Housing Authority of the City of Palmdale's 2021-2022 Annual Report prepared per Health and Safety Code Section 34328 and 34328.1; and Authorize the Executive Director or their designee to submit the report to the State of California Department of Housing and Community Development.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Housing Authority of the City of Palmdale's 2021-2022 Annual Report prepared per Health and Safety Code Section 34328 and 34328.1; and
2. Authorize the Executive Director or their designee to submit the report to the State of California Department of Housing and Community Development.

BACKGROUND

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

actions necessary to carry on programs of housing and community development in the State of California.

DISCUSSION

Staff has prepared a report describing the Housing Authority's affordable housing activities utilizing the Housing Authority assets, the Low and Moderate Income Housing Funds assumed from the Community Redevelopment Agency of the City of Palmdale (former Redevelopment Agency), and the Housing Asset Funds proceeds from the assumed assets of the former Redevelopment Agency. The Annual Report demonstrates compliance with the requirements of Health and Safety Code Section 34312.3 and the reporting requirements of Sections 34328 and 34328.1.

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

Staff recommends that the Housing Authority approve the Housing Authority's 2021-2022 Annual Report and authorize the Executive Director or their designee to submit the report to the State of California Department of Housing and Community Development.

FISCAL IMPACT

The Department of Housing and Community Development may request reimbursement for the cost of processing the required report.

STRATEGIC PLAN

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

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

Prepared by:	Yvonne Moreno, Management Analyst
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting Authority Council

ATTACHMENTS

1. Housing Authority of the City of Palmdale 2021-2022 Annual Report

Housing Authority of the City of Palmdale

PALMDALE

a place to call home

2021 - 2022 Annual Report

Pursuant to Health & Safety Code Sections 34328 and 34328.1

Contact:
Neighborhood Services Department
Michael P. Miller, Director
Sophia Reyes, Housing Manager
Yvonne Moreno, Management Analyst
38250 Sierra Highway
Palmdale, California 93550
(661) 267-5126

September 7, 2022

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a. Assumption of Housing Assets from Former Redevelopment Agency
b. Management of Housing Authority-Owned Properties
c. Housing Authority Affordable Housing Activities

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I. PREFACE

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

II. REPORT OF AFFORDABLE HOUSING ACTIVITIES

a. Assumption of Housing Assets from Former Redevelopment Agency

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

b. Management of Housing Authority-Owned Properties

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

The Housing Authority owns and operates 296 units of affordable rental housing (Impressions, La Quinta, Park Vista, Summerwood Apartments, and 513 East Avenue Q4). The properties are managed by Newport Pacific Capital Company, Inc. The percentage of units required by Health & Safety Code Section 34312.3(c) to be occupied by specified income levels were met and the Housing Authority will continue to monitor the properties to confirm continued compliance.

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

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

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

c. Housing Authority Affordable Housing Activities

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

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

1. Seventh Implementation Agreement to Affordable Housing Agreement with Homes for Families formerly known as Habitat for Humanity of San Fernando/Santa Clarita Valley's Inc. (A-5078) for deleting the Seventh Schedule of Performance; in its entirety and replacing with the Eighth Schedule of Performance, updating Authority note will be Second Trust Deed for future sales; and update to include second trust deed for future sale, increases maximum purchase price for two-bedroom not to exceed $250,000 and maximum purchase price for a three-bedroom not to exceed $290,000; the Third Project Budget is deleted in its entirety and is replaced with the Fourth Project Budget beginning with units in Phase 4 sewer plan. Agreement provides amended and restated infrastructure note to extend completion date from December 31, 2020 to June 30, 2022.
2. Eighth Implementation Agreement to Affordable Housing Agreement with Homes for Families formerly known as Habitat for Humanity of San Fernando/Santa Clarita Valley's Inc. (A-5078) for deleting the Eighth Schedule of Performance and replacing with the Ninth Schedule of Performance.

Agreement provides amended and restated infrastructure note with modifications to repayment milestones.

3. First Implementation Agreement to Affordable Housing Agreement with Victory Outreach (A-7358), for deleting the Schedule of Performance in its entirety and is replaced with the Second Revised Schedule of Performance.
4. Agreement with Music and Kids (A-7714) for management of Gabriel's House Program.
5. Second Implementation Agreement with Victory Outreach (A-7358), for implementing the First revised schedule of performance in order to update the status of completed items and to extend the schedule date for Completion in the Schedule of Performance.
6. Agreement with Lea Associates, Inc. (A-7569) for Appraisal Services
7. Agreement with Chicago Title Company (A-7482) for Title and Escrow Services
8. Agreements under the Veterans Purchase Assistance Loan Program (VPAL) with the following:
    a. (A-6861) Lot #116
    b. (A-6867) Lot #120
    c. (A-6899) Lot #110
    d. (A-6966) Lot #103
    e. (A-6981) Lot #107
    f. (A-6981) Lot #106
    g. (A-7098) Lot #109
    h. (A-7267) Lot #121
    i. (A-7374) Lot #105
    j. (A-7518) Lot #117
    k. (A-6856) Lot #16
    l. (A-6860) Lot #15
    m. (A-6865) Lot #3
    n. (A-6868) Lot #4
    o. (A-6863) Lot #2
    p. (A-6862) Lot #1

III. OTHER REQUIRED INFORMATION

The Housing Authority, in its capacity as the housing successor to the former Redevelopment Agency, is also required to conduct an independent financial audit for the previous fiscal year and to prepare a report on its housing activities as

specified in Health and Safety Code Section 34176.1(f). The audit and report and the Housing Authority budget will be presented to the Housing Authority Board under separate cover.

The Housing Authority recommends legislation to address the State of California Department of Finance's refusal of the use of Redevelopment Property Tax Trust Funds (RPTTF) to pay housing authority administrative costs relating to the transferred housing assets and obligations of former redevelopment agencies.

In addition, The Housing Authority recommends legislation to address the impacts of "Accessory Dwelling Units" by right (SB 1069) on sewer infrastructure, traffic, and parking in residential zones, as an unfunded mandate.

MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JUNE 29, 2022

www.cityofpalmdale.org

5:00 P.M.

1) MAYOR TO CALL MEETINGS TO ORDER

Mayor Pro Tem Loa called the meeting to order at 5:01 p.m.

2) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Richard J Loa, Juan Carrillo, Laura Bettencourt.
ABSENT: Steven Hofbauer, Austin Bishop.

Motion: Excuse the absence of Councilmember Bishop.
Moved by Juan Carrillo, seconded by Richard J Loa.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Austin Bishop, Steven Hofbauer.

Mayor Pro Tem Loa announced that Mayor Hofbauer would be attending the meeting.

3) PUBLIC COMMENTS

The following individuals provided public comments:

Rich Gallego and Xavier Flores commented regarding the hiring of the City Attorney.

Carol Ross and Garlenia Davis spoke regarding the Freedom Coalition and hiring of the City Attorney.

Eric Ohlsen commented regarding special interest groups and hiring of the City Attorney.

4) PRESENTATION BY CITY ATTORNEY

Acting City Attorney Porter confirmed all items would be heard as listed.

4.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez, and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCV18219
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Leona Valley Town Council vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCP01932
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d) (1).

4.3) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2): 3 potential cases

4.4) PUBLIC EMPLOYEE APPOINTMENT
Title: Interim City Attorney or City Attorney

4.5) CONFERENCE WITH LABOR NEGOTIATORS
City Representatives: Ronda Perez, Interim City Manager and Patricia Nevarez, Human Resources Manager
Position: Interim City Attorney or City Attorney
This Closed Session is being held pursuant to the authority of California Government Code Section 54957.6.

4.6) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Ricci v. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

5) ANNOUNCEMENT BY CITY ATTORNEY

City Attorney Porter stated there was no reportable action.

Interim City Manager Perez reported as to Item 4.5 and 4.6, the Council provided direction to staff to enter negotiations with Mr. Porter- for Interim City Attorney services and his firm.

6) ADJOURN CLOSED SESSION MEETING

Mayor Hofbauer adjourned the meeting at 6:59 p.m.

7:00 P.M.

7) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

Mayor Hofbauer announced staff requested Item 13.1, Fee Resolution, be continued to the July 13, 2022, meeting.

Motion: Continue Item 13.1 to July 13, 2022. includes Fraga-Saenz and Denny
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (6-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer, Christina Fraga-Saenz, Phil Denny.
Absent: Austin Bishop.

8) ROLL CALL MAYOR/CHAIR HOFBAUER,
MAYOR PRO TEM/VICE CHAIR/CHAIR PRO TEM LOA,
COUNCILMEMBERS/DIRECTORS/MEMBERS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer, Christina Fraga-Saenz, Phil Denny.
ABSENT: Austin Bishop.

9) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer.
Absent: Austin Bishop.

10) PUBLIC COMMENTS

The following individuals provided public input:

Rich Gallego commented on Measure AV funding to special interest groups.

Jason Zink spoke regarding the public comment section and the budget item.

Ruth Sanchez announced federal funding is available for the unhoused and encouraged the city to apply.

Abraham Salcedo encouraged Council to research the groups approved for Measure AV grant funds.

Mario Presents requested accountability of groups receiving Measure AV funds.

Eric Ohlsen stated the Measure AV process was transparent.

A motion was made and carried unanimously to close the Public Comments.

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

11.1) Public Hearing and Review of Proposed Joint Resolution Nos. CC 2022-066, SA 2022-004, PCA 2022-002, HA 2022-001, IDA 2022-001, PAA 2022-001, and PFA 2022-001 approving the Annual Operating and Capital Budget for Fiscal Year 2022-23. (Staff Reference: Director of Finance Samson)

Director of Finance Samson read the title of Joint Resolution Nos. CC 2022-066, SA 2022-004, PCA 2022-002, HA 2022-001, IDA 2022-001, PAA 2022-001, and PFA 2022-001 and provided a brief PowerPoint presentation.

Director of Finance Samson announced a request was presented to staff at the May 18, 2022 meeting by Councilmember Carrillo to research the feasibility of salary increases for staff of an additional 7% COLA on top of the 3% included in the budget which would bring staff to a total of 10% salary increases to help them respond to the impacts of inflation. The fiscal impact associated with salary increases in FY 2022/2023 is roughly $2.3M dollars. Discussion ensued.

Motion: Move to delete the allocation of the Measure AV grant program from the FY 2022-2023 budget and return to the general fund.
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-1)
Yes: Richard J Loa, Laura Bettencourt, Steven Hofbauer, Christina Fraga-Saenz, Phil Denny.
No: Juan Carrillo.
Absent: Austin Bishop

Motion: Move to allocate $2M out of the American Rescue Plan Act fund to a to be determined mental health solution in cooperation with Antelope Valley Medical Center, Palmdale Regional Hospital, and Los Angeles County Mental Health to provide mental health assistance to the Los Angeles County Sheriff's Mental Evaluation Team.
Moved by Richard J Loa, seconded by Steven Hofbauer.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer.
Absent: Austin Bishop

Motion: Move to allocate American Rescue Plan Act (ARPA) funds of $2.5M for two (2) regional centers: 1) Recreational Center for the City of Palmdale and 2) a Multi-Agency Regional Resiliency Center.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer.
Absent: Austin Bishop

Motion: Move to direct staff to research utilizing unallocated funds to purchase an existing facility with the focus on housing families, women and children.
Moved by Steven Hofbauer, seconded by Richard J Loa.

Vote: Motion carried (6-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer, Christina Fraga-Saenz, Phil Denny.

Absent: Austin Bishop

Motion: Move to allocate funds to provide grass for Yellen Park.
Moved by Juan Carrillo, seconded by Richard J Loa.

Vote: Motion carried (4-0)

Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer.
Absent: Austin Bishop

Councilmember Carrillo provided an explanation for his request to provide staff with an increase in salaries. Discussion ensued.

Motion: Motion to provide a 10% increase in salaries for city staff.
Moved by Juan Carrillo, seconded by Richard J Loa.

Vote: Motion carried (3-1)
Yes: Richard J Loa, Juan Carrillo, Steven Hofbauer.
No: Laura Bettencourt.
Absent: Austin Bishop

Motion: Adopt Joint Resolution Nos. CC 2022-066, SA 2022-004, PCA 2022-002, HA 2022-001, IDA 2022-001, PAA 2022-001, and PFA 2022-001 as amended per Council/Authority requests.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (6-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer, Christina Fraga-Saenz, Phil Denny.
Absent: Austin Bishop

12) ADJOURN HOUSING AUTHORITY

Mayor Hofbauer adjourned the Housing Authority meeting at 7:54 p.m.

13) PUBLIC HEARING

13.1) Public Hearing and Review of Proposed Resolution No. CC 2022-065 for adoption, regarding an updated city-wide fee schedule. (Staff Reference: Director of Finance Samson).

This item was not heard.

14) ADJOURN

Mayor Hofbauer adjourned the meeting at 7:54 p.m.

PASSED, APPROVED, and ADOPTED this 7th day of September 2022

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JULY 13, 2022

www.cityofpalmdale.org

5:00 P.M.

1) MAYOR TO CALL MEETINGS TO ORDER

Mayor Hofbauer called the meeting to order at 5:01 p.m.

2) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

ABSENT: None.

3) PUBLIC COMMENTS

Ruth Sanchez provided comments regarding the unhoused, tiny homes and food distribution.

Eric Ohlsen commented regarding special interest groups and the brown act rules on public comments.

Marcos Alvarez encouraged Council to improve the future of Palmdale.

4) PRESENTATION BY CITY ATTORNEY

Acting City Attorney Porter confirmed the items would be heard as listed.

4.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Donald Ross D'Angelo v. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 21AVCV00441
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Jessica Magallanes v. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 21AVCV00932
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.3) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Robert Credle v. City of Palmdale, et al.Los Angeles County Superior Court
Case No. 22AVCV00273
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.4) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Gerald Lynn Dolen and Roberta Dora Dolen v. City of Palmdale et al.
Los Angeles County Superior Court
Case No. 21AVCV00377
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.5) CONFERENCE WITH REAL PROPERTY NEGOTIATORS
The reason for holding a closed session is for the purpose of obtaining authorization and direction from the City Council regarding the possible acquisition of property interests in the following property, generally located near Avenue M and 10th Street West:

Property Owner: Successor Agency to the Community Redevelopment Agency of the City of Palmdale
Property: APN 3128-015-900 & 902
City Negotiator: Luis Garibay
This closed session is being held pursuant to the authority of California Government Code Section 54956.8. Closed session is recommended because the City Council will be instructing the negotiator regarding terms and conditions, including price, for the possible purchase of the real property identified above.

5) ANNOUNCEMENT BY CITY ATTORNEY

Acting City Attorney Porter reported the following:

Item No. 4.2 - Council directed staff to file a cross complaint in the existing action.

There was no further reportable action.

6) ADJOURN CLOSED SESSION MEETING

Mayor Hofbauer adjourned the Closed Session meeting at 6:59 p.m.

7:00 P.M.

7) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

8) ROLL CALL MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR LOA, COUNCILMEMBERS/DIRECTORS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.
ABSENT: None.

9) PRESENTATIONS

9.1) Mayor Hofbauer presented a cute critter available for adoption at the Palmdale

Animal Care Center.

9.2) Mayor Hofbauer presented Certificates of Recognition to the Antelope Valley Futbol Club (AVFC) for winning the Presidents Cup.

9.3) Mayor Hofbauer presented a Proclamation to Acting Assistant Chief Mitchison and Engine Company 37 declaring July 2022 as California Firefighter Appreciation Month in the City of Palmdale.

10) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Juan Carrillo, seconded by Austin Bishop.

Vote: Motion carried (7-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.

11) PUBLIC COMMENTS

Eric Ohlsen spoke regarding the brown act rules.

Eugene Hernandez asked about the criteria for building hotels and encouraged Council to research Operation Room Key for the unhoused.

McKinley Kemp, Directorof Antelope Valley Partners for Health, encouraged support from the City for the Crisis Assessment Team (CAT).

Kevin Shenkman shared comments in support of former City Manager Murphy.

Marcos Alvarez expressed concerns regarding the lack of cooling centers.

Ruth Sanchez, on behalf of Jasmine Granham, commented in support of the second chance program.

12) HOUSING AUTHORITY CONSENT CALENDAR

Councilmember Carrillo stepped away from the dais at 7:38 p.m. - 8:00 p.m.

12.1) Adopt Resolution No. HA 2022-002, a Resolution of the Housing Authority of the City of Palmdale approving Affordable Housing Agreement with SOS Children's Villages California and Housing Authority development loan of $1,200,000 for acquisition and pre-development located at 30th Street East and adjacent to McAdam Park (APN 3018-026-001). (Staff Reference Director Neighborhood Services Miller - Presented by Housing Manager Reyes)

Mayor Hofbauer pulled this item for discussion. Housing Manager Reyes provided a brief summary of the staff report and read the title of Resolution No. HA 2022-002. Councilmember Bettencourt expressed concerns regarding the at-risk youth housing being in close proximity to at-risk adult housing. Supervisor Kathryn Barger provided background information on the SOS Children's Villages. Mayor Pro Tem Loa asked about the contract not

including the community center and play area. Housing Manager Reyes stated they are a part of the plans submitted to Planning, but the Housing Authority is funding the housing acquisition and pre-development. Tim McCormick, CEO of SOS Village, announced there is a need everywhere for SOS Villages across the globe.

Motion: Adopt Resolution No. HA 2022-002.
Moved by Austin Bishop, Christina Fraga-Saenz.

Vote: Motion carried (7-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.

12.2) Approve the minutes from the previous meetings. (Staff Reference: City Clerk/Agency Secretary Smith)

HA - May 18, 2022
HA - June 1, 2022

Motion: Approve the minutes from the previous meetings.
Moved by Christina Fraga-Saenz, seconded by Austin Bishop.

Vote: Motion carried (6-0)
Yes: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.
Absent: Juan Carrillo.

Mayor Hofbauer adjourned the Housing Authority at 8:10 p.m.

13) CONSENT CALENDAR

13.1) Receive and file the monthly investment activity reports for May 2022. (Staff Reference: Director of Finance Samson)

13.2) Approve on-call Environmental Consulting Services Agreement with Pacific Edge Engineering, Inc. in the amount of $300,000 over a period of three (3) years. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.3) Ratify additional funds for Purchase Order No. 20220033 (FY 2021-2022) and approve Purchase Order No. 20230003 (FY 2022-2023) in an amount not to exceed $120,000.00 with Hasa, Inc. for pool chemical supplies. (Staff Reference: Director of Public Works Heffernan)

13.4) Approve Purchase Order No. 20230002 with Nutrien AG Solutions for fertilizer supplies in an amount not to exceed $145,750. (Staff Reference: Director of Public Works Heffernan)

13.5) Approve Purchase Order No. 20230004 with Smith Pipe & Supply, Inc. for irrigation and water conservation supplies in an amount not to exceed $233,600. (Staff Reference: Director of Public Works Heffernan)

13.6) Approve the First Amendment with Pumpman, LLC to exercise the first option to extend contract term and increase total price by $430,000, not to exceed the amount of $1,280,000 for professional pump services. (Staff Reference:

Director of Public Works Heffernan)

13.7) Notice of Completion - Accept Public Improvements for Fairfield Inn located at 1052 West Avenue O-8. (Staff Reference: Director of Public Works Heffernan)

13.8) Approve Final Parcel Map No. 83025 located at the northeast corner of 5th Street West and West Park Drive. (Staff Reference: Director of Public Works Heffernan)

13.9) Award construction agreement with R.C. Becker and Son, Inc., for PN 761, Palmdale Civic Center Complete Streets Project, in the amount of $6,405,637 for a term of 12 months from the date of Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Mayor Hofbauer pulled this item for discussion and made a motion that the project be rejected and sent back out to re-bid, the motion died for a lack of a second. Deputy Director of Public Works Glidden explained the process of going back out to re-bid, stated concerns were discussed with the contractor, a new project manager was assigned, and safeguards have been built into the contract.

Mayor Hofbauer modified his motion to reject the bid and award it to the second most responsible bidder, the motion died for a lack of a second. Discussion ensued.

There was Council consensus to continue Item 13.9 to the July 20, 2022 meeting.

13.10) Award construction agreement with Parkwood Landscape Maintenance, Inc., for PN 815, LMD 214 Landscape Enhancements Project, at the north side of East Avenue S between 43rd Street East and 45th Street East, in the amount of $178,208.10 for a term of 90 days from the date of Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Mayor Pro Tem Loa pulled this item to discuss the outreach to local landscape companies. Deputy Director of Public Works Glidden provided Council with the bid process. Council directed staff to provide a business workshop for local contractors.

Motion: Award construction agreement with Parkwood Landscape Maintenance, Inc., for PN 815, LMD 214 Landscape Enhancements Project, at the north side of East Avenue S between 43rd Street East and 45th Street East, in the amount of $178,208.10 for a term of 90 days from the date of Notice to Proceed.
Moved by Juan Carrillo, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

13.11) Award construction agreement with Cal-Stripe, Inc., for PN 820, Domenic

Massari Park Bike Lane System Project, in the amount of $295,374, for a term of 2 months from the date of Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.12) Adopt Resolution No. CC 2022-070, a Resolution of the City Council of the City of Palmdale to accept and irrevocable offer to dedicate private streets of Tract 54058-3 at the southeast corner of 25th Street West/Highland Street and Avenue P-12. (Staff Reference: Director of Public Works Heffernan)

13.13) Approve Final Tract Map No. 71357-01 located near the intersection of Rancho Vista Boulevard and Delson Drive. (Staff Reference: Director of Public Works Heffernan)

13.14) Notice of Completion - Accept completed project with Playcore Wisconsin, Inc., dba Gametime for PN 846, Courtney's Playground Inclusive Play Area at Marie Kerr Park. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.15) Approve Supplement Agreement No. 2 with Cedro Construction Inc., for PN 741-A, Water Improvements at Avenue S-8 and 40th Street East, in the amount of $63,979.75. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
Public Works

13.16) Notice of Completion - Accept completed project with Cedro Construction Inc., for PN 741-A, Water Improvements at Avenue S-8 and 40th Street East. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.17) Notice of Completion - Accept completed project with Knorr Systems, Inc. for PN 841, Pool Boiler Replacement at Various City Pools. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Work Glidden)

13.18) Approve Insurance Broker Services Agreement with VINSA, Inc. and Authorize City Manager to Execute Agreement and Bind Insurance Coverage in an amount not to exceed $1,750,000 (Staff Reference: Acting City Attorney Porter - Presented by Legal and Risk Assistant Barajas)

13.19) Adopt Resolution No. CC 2022-080, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plans. (Staff Reference: Human Resources Manager Nevarez)

13.20) Approve Side Letter of Agreement between the City of Palmdale and California Teamsters Local 911 regarding Premium Pay, Cost of Living Increase, and change to Deferred Compensation language of the MOU (Staff Reference: Human Resources Manager Nevarez.)

13.21) Adopt Resolution No. CC 2022-083, a Resolution of the City Council of the City of Palmdale reinstating the cap requirement for employee vacation accrual bank balances. (Staff Reference: Human Resources Manager Nevarez)

13.22) Adopt Resolution No. CC 2022-081, a Resolution of the City Council of the City of Palmdale Making Legally Required Findings for Extending Remote Teleconference Participation for Meetings of the City Council and its Related and/or Subordinate Legislative Bodies. (Staff Reference: Acting City Attorney Porter)

Mayor Hofbauer pulled this item for discussion. Acting City Attorney Porter provided clarification to Council regarding teleconferencing participation.

Mayor Hofbauer made a motion not to adopt Resolution No. CC 2022-081, the motion died for lack of a second.

Motion: Adopt Resolution No. CC 2022-081.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-1)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
No: Steven Hofbauer.

13.23) Approve the minutes from the previous meetings. (Staff Reference: City Clerk/Agency Secretary Smith)

CC/SA/IDA/PAA/PCA/PFA - May 18, 2022
CC/SA/PCA - June 1, 2022
CC - June 3, 2022

Motion: Approve all items listed on the Consent Calendar with the exception of 13.9, 13.10, and 13.22.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

14) PUBLIC HEARING

14.1) Public Hearing and Review of Proposed Resolution No. CC 2022-041 for adoption regarding drainage benefit assessments. (Staff Reference: Director of Public Works Heffernan)

Councilmember Bishop recused himself from Item 14.1 and stepped away from the dais.

Director of Public Works Heffernan provided a brief overview of the staff report and read the title of Resolution No. CC 2022-041.

RESOLUTION NO. CC 2022-041, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT

AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023 FOR THE CITY OF PALMDALE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1 AND NO. 2006-02

Mayor Hofbauer opened the Public Hearing.

Public Comments: None.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-041.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt.

Councilmember Bishop returned to the dais at this time.

14.2) Public Hearing and Review of Proposed Resolution No. CC 2022-042 for adoption regarding landscape, parks and streetlight maintenance assessments. (Staff Reference: Director of Public Works Heffernan)

Director of Public Works Heffernan presented the staff report and read the title of Resolution No. CC 2022-042.

RESOLUTION NO. CC 2022-042, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023 FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS

Mayor Hofbauer opened the Public Hearing.

Public Comments: None.

A motion was made and carried unanimously to close the Public Hearing.

Mayor Pro Tem Loa asked about the status of Rancho Vista Park. Director of Public Works Heffernan and Deputy Director of Public Works Glidden provided a status update on the lighting, trees, and irrigation, and announced a ribbon cutting scheduled on August 1, 2022. Discussion ensued regarding Palmenthol Historical, A.C. Warnack, and Arnie Quinones parks.

Motion: Adopt Resolution No. CC 2022-042.
Moved by Austin Bishop, seconded by Richard J Loa.

Vote: Motion carried (5-0)

Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

14.3) Public Hearing and Review of Proposed Resolution Nos CC 2022-061, CC 2022-062 and CC 2022-063 for adoption regarding establishment of a community facilities district and related special taxes, appropriation limit, and annexation; introduce ordinance levying special taxes in Community Facilities District 2022-1. (Staff Reference: Director of Public Works Heffernan)

Director of Public Works Heffernan provided a brief overview of the staff report and read the title of Resolution Nos. CC 2022-061, CC 2022-062, and CC 2022-063.

RESOLUTION NO. CC 2022-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF FORMATION OF THE CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE DISTRICT, PRELIMINARILY ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE DISTRICT AND PROVIDING FOR THE FUTURE ANNEXATION OF PROPERTY TO THE DISTRICT;

RESOLUTION NO. CC 2022-062, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE CALLING SPECIAL ELECTION WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES); AND

RESOLUTION NO. CC 2022-063 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING THE RECORDING OF NOTICE OF SPECIAL TAX LIEN - COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES)

Mayor Hofbauer opened the Public Hearing.

Public Comments: None.

A motion was made and carried unanimously to close the Public Hearing.

Council asked about the Landscape Maintenance Districts (LMD's) and the ability for property owners to be included in an annexation or to opt out. Director of Public Works Heffernan and Sara of NBS provided clarification on the process of being included in or opting out of a Landscape Maintenance District and provided information on the Community Facility District.

Deputy City Clerk Scott opened the ballot and stated the district carried.

Motion: Adopt Resolution Nos. CC 2022-061, CC 2022-062 and CC 2022-063. Moved by Austin Bishop, seconded by Richard J Loa.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura

Bettencourt.

Mayor Hofbauer called for a recess at 9:00 p.m. - 9:10 p.m.

Mayor Hofbauer left the meeting at this time.

14.4) Public Hearing and Review of Proposed Resolution No. CC 2022-043 for adoption. (Staff Reference: Director of Public Works Heffernan)

Director of Public Works Heffernan presented the staff report and read the title of Resolution No. CC 2022-043.

RESOLUTION NO. CC 2022-043, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE UPDATING THE SEWER COLLECTION SERVICE CHARGE AND ORDERING THE CONTINUATION OF THE CHARGE FOR THE OPERATION AND MAINTENANCE OF THE PALMDALE SEWER COLLECTION SYSTEM FOR FISCAL YEAR 2022/2023

Mayor Pro Tem Loa opened the Public Hearing.

Public Comments: None.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-043.
Moved by Austin Bishop, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14.5) Public Hearing and Review of Proposed Resolution No. CC 2022-077. (Staff Reference: Director of Public Works Heffernan)

Director of Public Works Heffernan provided a brief overview of the staff report and read the title of Resolution No. CC 2022-077.

RESOLUTION NO. CC 2022-077, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ORDERING THE VACATION OF A SEGMENT OF 6TH STREET EAST (100 FEET SOUTH OF SIERRA HIGHWAY TO 220 FEET NORTH OF AVENUE P-14) AND THE RESERVATION OF THE EXISTING UTILITY EASEMENTS THEREIN

Mayor Pro Tem Loa opened the Public Hearing.

Public Comments: None.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-077.
Moved by Austin Bishop, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14.6) Public Hearing and Review of Proposed Ordinance No. 1589 for adoption. (Staff Reference: Director of Economic and Community Development Garibay - Presented by Associate Planner Alvarado)

Associate Planner Alvardo provided a detailed overview of this project and read the title of Ordinance No. 1589.

ORDINANCE NO. 1589, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING SPECIFIC PLAN AMENDMENT 21-001; A REQUEST TO MODIFY LAND USE DESIGNATIONS, PERMITTED USES, AND STANDARDS OF DEVELOPMENT FOR THE RANCHO VISTA SPECIFIC PLAN

A motion was made and carried unanimously to close the Public Hearing.

Mayor Pro Tem Loa opened the Public Hearing.

Public Comments: None.

Greg Quan, RY Properties, announced that he was available to answer Council questions. Mayor Pro Tem Loa asked about the increase in density, and Mr. Quan stated the overall density would not be increased. Discussion ensued regarding future development.

A motion was made and carried unanimously to introduce Ordinance No. 1589.

Motion: Adopt Ordinance No. 1589.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14.7) Public Hearing and Review of Proposed Ordinance No. 1592 for adoption. (Staff Reference: Director of Economic and Community Development Garibay)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING ORDINANCE NO. 1592 FLAVORED TOBACCO BAN, AMENDING SECTION 5.04.670 (TOBACCO/SMOKING PRODUCT RETAILER) OF CHAPTER 5.04 (BUSINESS REGULATION) OF TITLE 5 (BUSINESS LICENSES, TAXES, AND REGULATION) OF THE PALMDALE MUNICIPAL CODE BANNING FLAVORED TOBACCO PRODUCTS

Motion: Continue Ordinance No. 1592 to the August 3, 2022 City Council

meeting.
Moved by Juan Carrillo, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14.8) Public Hearing and Review of Proposed Resolution No. CC 2022-064 regarding energy rates and rate setting parameters. (Staff Reference: Director of Finance Samson - Presented by Energy Resource Manager Salt)

Energy Resource Manager Salt provided a brief overview of the staff report and read the title of Resolution No. CC 2022-064. Ms. Salt introduced the consultant Cathy DeFalco from CalChoice who provided information regarding the different programs, Discussion ensued regarding Electrical Vehicle (EV) chargers.

RESOLUTION NO. CC 2022-064, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, APPROVING THE INITIAL RATES AND RATE SETTING PARAMETERS FOR ENERGY FOR PALMDALE'S INDEPENDENT CHOICE COMMUNITY CHOICE AGGREGATION PROGRAM

Mayor Pro Tem Loa opened the Public Hearing.

Garlenia Davis and Mario Presents provided public comments regarding the rates and purchasing of power.

Energy Resource Manager Salt and Ms. DeFalco answered questions regarding procurement of energy, maintenance of energy lines, prevention of black outs and brown outs, and the option to opt out.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-064.
Moved by Juan Carrillo, seconded by Austin Bishop.

Vote: Motion carried (3-1)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop.
No: Laura Bettencourt.
Absent: Steven Hofbauer.

Mayor Pro Tem Loa requested that 14.10 be taken out of order at this time. Council concurred.

A motion was made and carried unanimously to continue the meeting past 10:30 p.m. to hear Item Nos. 14.10 and 15.1.

14.9) Public Hearing and Review of Proposed Resolution No. CC 2022-065 for adoption, regarding an updated city-wide fee schedule. (Staff Reference: Director of Finance Samson)

This item was not heard.

14.10) Public Hearing and Review of Proposed Urgency Ordinance U-1590 for adoption. (Staff Reference: Acting City Attorney Porter)

Mayor Pro Tem Loa stated he spoke to Acting City Attorney Porter and asked him to prepare language related to a motion to have all of the commissioners removed and to reappoint the current commissioners to serve until after the election. Discussion ensued regarding expiration of terms and the application process.

Acting City Attorney Porter read the title of Urgency Ordinance No. U-1590.

Adopt Urgency Ordinance No. U-1590, An Ordinance of the City Council of the City of Palmdale Amending Chapter 2.46 Regarding Planning Commissioner Appointments

Mayor Pro Tem Loa opened the Public Hearing.

The following individuals provided public comments:

Stacia Nemeth opposed the adoption of Urgency Ordinance No. U-1590 encouraged Council to reappoint the eligible commissioners.

Eric Ohlsen stated the Commissioners serve at the pleasure of the City Council.

Kevin Shenkman spoke in opposition to the appointment of new Planning Commissioners.

A motion was made and carried unanimously to close the Public Hearing.

Mayor Pro Tem Loa restated his motion to maintain all of the current Commissioners in place until after the election. Discussion ensued among Council. Acting City Attorney Porter directed Council to the staff report for clarification. Councilmember Bishop asked for clarification of Mayor Pro Tem Loa's motion. Mayor Pro Tem Loa clarified his motion. Councilmember Bishop seconded Mayor Pro Tem Loa's motion. Acting City Attorney Porter read the amended ordinance language into the record.

Motion: Adopt Urgency Ordinance No. U-1590.
Moved by Richard J Loa, seconded by Austin Bishop.

Acting City Attorney Porter asked for a recess at this time. No vote was taken.

Recess was held from 10:49 p.m. - 11:05 p.m.

Councilmember Bettencourt made a motion to postpone this item until July 20, 2022 and to keep the application process open until the date of the meeting. Councilmember Bishop seconded the motion. There was no vote taken on this motion.

Motion: Adopt Urgency Ordinance U-1590 with amendments.
Moved by Juan Carrillo, seconded by Richard J Loa.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

15) APPOINTMENTS

A motion was made and carried unanimously to continue the meeting to hear Item 15.1 only.

Motion: To continue the balance of the agenda to the July 20, 2022 meeting. Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt. Absent: Steven Hofbauer.

15.1) Removal and Appointment and/or Reappointment of Planning Commissioners. (Staff Reference: Acting City Attorney Porter)

Mayor Pro Tem Loa called for Public Comments.

The following individuals provided public input:

Eric Ohlsen spoke regarding Planning Commissioner appointments. Kevin

Shenkman opposed removing the Planning Commissioners.

A motion was made and carried unanimously to closed the Public Comment section.

Motion: Move to keep all five (5) Planning Commissioners in place until after the election.
Moved by Richard J Loa, seconded by Austin Bishop.

Vote: Motion Failed (2-2)
Yes: Richard J Loa, Austin Bishop. No: Juan Carrillo, Laura Bettencourt. Steven Hofbauer.

Motion: Continue this item to the July 20, 2022 meeting. Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt. Absent: Steven Hofbauer.

15.2) Approve Appointment to the Palmdale Aerospace Academy. (Staff Reference: City Clerk Smith)

This item was tabled to July 20, 2022.

16) NEW BUSINESS

16.1) Award Measure AV Grant Program Funding, totaling $1,306,810, to grantees in Exhibit A and authorize Interim City Manager to enter into agreements ranging from $2,000 to $250,000. (Staff Reference: Deputy Director of Parks and Recreation Dombrowski and Management Analyst Kelley)

This item was tabled to July 20, 2022.

17) INFORMATIONAL REPORT FROM MAYOR AND / OR COUNCILMEMBERS ON THEIR VARIOUS COMMITTEE MEMBERSHIPS AND MEETINGS ATTENDED AT PUBLIC EXPENSE

17.1) COMMITTEE MEMBERSHIPS.

- ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT
- ANTELOPE VALLEY TRANSIT AUTHORITY
- CALIFORNIA CONTRACT CITIES ASSOCIATION
- CITY OF PALMDALE AUDIT COMMITTEE
- CITY OF PALMDALE INVESTMENT OVERSIGHT COMMITTEE
- HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY
- LEAGUE OF CALIFORNIA CITIES
- LOS ANGELES COUNTY SANITATION DISTRICT
- NORTH LOS ANGELES COUNTY TRANSPORTATION COALITION
- PALMDALE RECYCLED WATER AUTHORITY
- SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGIONAL COUNCIL
- UNITED STATES/MEXICO SISTER CITIES ASSOCIATION
- CALIFORNIA STATE PRISON – LOS ANGELES COUNTY, CITIZENS ADVISORY COMMITTEE

This item was not heard.

17.2) MEETINGS ATTENDED AT PUBLIC EXPENSE

18) CITY MANAGER'S REPORT

This item was not heard.

19) CITY COUNCIL REQUESTS FOR NEW AGENDA ITEMS

This item was not heard.

20) Adjournment.

Mayor Pro Tem Loa adjourned the meeting at 11:15 p.m., in memory of Kern County Firefighter and Quartz Hill High School graduate Aiden Agnor to July 20, 2022 at 7:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 7th day of September 2022.

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae Smith, City Clerk

MINUTES
CITY COUNCIL/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JULY 20, 2022

www.cityofpalmdale.org

5:00 P.M.

1) CALL MEETING TO ORDER

Mayor Pro Tem Loa called the meeting to order at 5:03 p.m.

2) ROLL CALL MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR LOA, COUNCILMEMBERS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.
ABSENT: Steven Hofbauer.

Interim City Manager Perez read a statement submitted by Mayor Hofbauer regarding his absence.

Motion: Excuse the absence of Mayor Hofbauer.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

3) PUBLIC COMMENTS ON CLOSED SESSION ITEMS

The following individual provided public comment:

Laurel Forrest shared comments in support of former City Manager J.J. Murphy.

Mayor Pro Tem Loa read the following statement: After the agenda was posted the city learned of some facts and circumstances that in the City Attorney's opinion constitute significant exposure of litigation against the city and the City Attorney advised that it was appropriate to add one agenda item of "Conference with Legal Counsel Anticipated Litigation" because of the urgent need to discuss immediately. Mayor Pro Tem Loa stated, however, the Council may only add the matter for discussion by the City Council if it finds by a minimum of 4 votes that the facts were learned 1) after the the agenda was posted and 2) there is a need to take immediate action.

Council requested more information. Acting City Attorney Porter recommended Council vote to approve the additional Closed Session item.

Motion: Move to add Closed Session item.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

Interim City Manager Perez announced as a result of a lack of all Members attending the Council meeting, and based on the statement she read from Mayor Hofbauer, there would be no action taken on the Measure AV item due to conflicts and the matter would be ported over to the August 17 meeting. Councilmember Carrillo asked about an option for emergency/urgency to hear the Measure AV item and Acting City Attorney stated a legal necessity is required.

Motion: Continue the Measure AV item to August 17, 2022.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

4) PRESENTATION BY CITY ATTORNEY

Acting City Attorney Porter confirmed the items would be heard as listed.

4.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Community Development Associates, et al. vs. City of Palmdale, et al.
Los Angeles Superior Court Case No. 18STCV06968
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)

4.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Community Development Associates, et al. vs. Housing Authority of the City of Palmdale, et al.
Los Angeles Superior Court Case No. 18STCV06968
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)

4.3) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Leona Valley Town Council vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCP01932
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)

4.4) CONFERENCE WITH LABOR NEGOTIATORS

City Representatives: Ronda Perez, Interim City Manager and Patricia Nevarez, Human Resources Manager

Position: Interim City Attorney
Unrepresented Employee: Scott E. Porter, Interim City Attorney

This Closed Session is being held pursuant to the authority of California Government Code Section 54957.6.

4.5) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Ricci v. City of Palmdale, et al.Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.6) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV18219
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.7) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Government Code Section 54956.9(d)(1).
Name of case: John J. Murphy v. City of Palmdale;
Los Angeles County Superior Court Case Number: 22STCV22544
Related City Claim Number: 2022-007

5) ANNOUNCEMENT BY CITY ATTORNEY

Acting City Attorney Porter announced there was no reportable action.

6) ADJOURN CLOSED SESSION MEETING

Mayor Pro Tem Loa adjourned the Closed Session meeting at 7:40 p.m.

7) ADJOURN HOUSING AUTHORITY MEETING

Mayor Pro Tem Loa adjourned the Housing Authority meeting at 7:40 p.m.

7:00 P.M.

Mayor Pro Tem Loa called the meeting to order at 7:41 p.m.

8) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

Phil Denny, Housing Commissioner led the pledge of allegiance.

9) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
ABSENT: Steven Hofbauer.

Interim City Manager Perez read a statement submitted by Mayor Hofbauer regarding his absence.

Motion: Excuse the absence of Mayor Hofbauer.
Moved by Laura Bettencourt, seconded by Austin Bishop.
Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

10) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

11) PUBLIC COMMENTS ON LISTED AGENDA ITEMS (EXCLUDING PUBLIC HEARINGS)

Interim City Manager Perez announced that item 15.2, awarding Measure AV grant dollars, would be pushed to the August 17, 2022, meeting due to lack of quorum considering the conflicts of the Councilmembers present.

The following individuals provided public input:

Rosie Mainella spoke in support of the current Planning Commissioners.

Ruth Sanchez expressed the importance of approving the Measure AV item.

City Attorney Porter provided clarification to the citizens on the postponement of the Measure AV item.

Due to technical difficulties the meeting was recessed at 7:55 p.m. to 8:05 p.m.

Kevin Shenkman spoke regarding conflicts of interest, voting on Measure AV items and adding Closed Session items.

Eric Ohlsen commented on the lack of information for the additional Closed Session item, and the inability to vote on the Measure AV item.

Marcos Alvarez encouraged Council to provide a solution for the disbursement Measure AV funds.

Xavier Flores stressed the importance of disbursing Measure AV funds to help those in need.

A motion was made and carried unanimously to close the Public Comment section.

12) CONSENT CALENDAR

12.1) Approve Purchase Order No. 20230005 with Nixon-Egli Equipment Company of Southern California for a new 2021 Demo Unit Petersen TL3 Lightning Loader Grapple Truck in an amount not to exceed $224,587. (Staff Reference: Director of Public Works Heffernan)

12.2) Adopt Resolution No. CC2022-079, 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 and the Los Angeles County Consolidated Fire Protection District, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of the Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, City of Palmdale, Antelope Valley-East Kern Water Agency, and the Antelope Valley Mosquito and Vector Control District approving and accepting negotiated exchange of property tax revenues resulting from Annexation No. 14-433 to County Sanitation District No. 14. (Staff Reference: Director of Public Works Heffernan)

12.3) Award construction agreement with R.C. Becker and Son, Inc., for PN 761, Palmdale Civic Center Complete Streets Project, in the amount of $6,405,637 for a term of 12 months from the date of Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Motion: Approve all items as listed on the Consent Calendar.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

13) PUBLIC HEARING

13.1) Public Hearing and Review of Proposed Resolution No. CC 2022-071 for adoption. (Staff Reference: Director of Economic and Community Development Garibay)

Business License Coordinator Andrews provided a detailed overview of the staff report and read the title of Resolution No. CC 2022-071.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING GUN DEALER PERMIT 22-07 FOR PUNG WHEA INC. DOING BUSINESS AS BEEEFT LOCATED AT 550 WEST RANCHO VISTA BOULEVARD, SUITE G

Councilmember Bettencourt asked about the security measures to protect the gun shop from theft. Paul Rangel, applicant, provided clarification to Council regarding security measures that will be implemented to protect the business from theft.

The following individuals provided public input:

Eugene Hernandez and Laurel Forrest spoke in opposition to the approval of the gun shop.

Marcos Alvarez expressed concerns regarding the approval of the gun shop.

David Harris, Jason Zink, Amanda Palmer, and Mario Presents commented in support of the gun shop.

Xavier Flores expressed his views regarding gun violence and restriction laws.

Kevin Shenkman made neutral comments related to the approval of the gun shop.

Ruth Sanchez expressed concerns regarding Mayor Hofbauer and the Measure AV item.

Getro Elize commented on the access and misuse of weapons.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-071.
Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (3-1)
Yes: Richard J Loa, Austin Bishop, Laura Bettencourt.
No: Juan Carrillo.
Absent: Steven Hofbauer.

13.2) Public Hearing and Review of Proposed Resolution No. CC 2022-072 for adoption. (Staff Reference: Director of Economic and Community Development Garibay)

Business License Coordinator Andrews provided a brief overview of the staff report and read the title of Resolution No. CC 2022-072.

Mayor Pro Tem Loa opened the Public Hearing.

The following individuals provided public input:

Eugene Hernandez commented regarding the ABC alcohol training permit.

Xavier Flores asked Council to consider limiting the operating hours for this business.

Discussion ensued regarding the hours for entertainment and the violation of the Conditional Use Permit (CUP). Ray Santillian, representative for the applicant, clarified the business hours.

Ruth Sanchez, Marcos Alvarez, Jason Zink, and Amanda Palmer commented in support of the business.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-072.
Moved by Austin Bishop, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14) APPOINTMENTS

14.1) Removal and Appointment and/or Reappointment of Planning Commissioners. (Staff Reference: Acting City Attorney Porter)

Acting City Attorney Porter provided Council with clarification on the Palmdale Municipal Code for appointing Planning Commissioners.

Motion: Appoint Dean Henderson to District 2.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

Motion: Appoint Christina Fraga-Saenz to District 1.
Moved by Austin Bishop, seconded by Richard J Loa.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

Motion: Appoint Stacia Nemeth to District 5.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

Motion: Appoint Marcos Alvarez for District 3.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

Motion: Appoint Getro Elize to District 4.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14.2) Approve Appointment to the Palmdale Aerospace Academy. (Staff Reference: Deputy City Clerk Scott)

Motion: Appoint Sophia Avalos to the Palmdale Aerospace Academy.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

Absent: Steven Hofbauer.

15) NEW BUSINESS

15.1) Approve the Joint Powers Agreement creating the High Desert Corridor Joint Powers Agency between the County of Los Angeles, Los Angeles County Metropolitan Transportation Authority, City of Adelanto, City of Lancaster, City of Palmdale, and City of Victorville and appoint one member and one alternate to serve on Agency's Board. (Staff Reference: Director of Public Works Heffernan - Presented by Traffic Engineer Jay Nelson)

Councilmember Bishop recused himself and stepped away from the dais.

Director of Public Work Heffernan provided a brief overview of the staff report.

Motion: Approve the Joint Powers Agreement creating the High Desert Corridor Joint Powers Agency between the County of Los Angeles, Los Angeles County Metropolitan Transportation Authority, City of Adelanto, City of Lancaster, City of Palmdale, and City of Victorville.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer.

Motion: Move to appoint Councilmember Carrillo as the Director and Mayor Pro Tem Loa as the Alternate.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer.

15.2) Award Measure AV Grant Program Funding, totaling $1,306,810, to grantees in Exhibit A and authorize Interim City Manager to enter into agreements ranging from $2,000 to $250,000. (Staff Reference: Deputy Director of Parks and Recreation Dombrowski and Management Analyst Kelley)

This item was tabled to the August 17, 2022 meeting.

Acting City Attorney Porter provided clarification to the public regarding the continuation of this item.

16) PUBLIC COMMENTS ON NON-AGENDA ITEMS

The following individuals provided public input:

Jason Zink encouraged the city to broadcast the election on the city website, social media, email, and the newspaper.

Xavier Flores and Sky Jung confirmed a front-page announcement in the AV Press for the City of Palmdale election.

Eugene Hernandez expressed concerns regarding guns, alcohol, First Amendment

Rights, and the approval of Measure AV funds.

Laurel Forrest encouraged Council to consider updating the camera work for the City Council meetings.

17) ADJOURN

Mayor Pro Tem Loa adjourned the meeting at 10:23 p.m. to August 3, 2022 at 7:00 p.m.

PASSED, APPROVED, and ADOPTED this 7th day of September 2022.

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

City Council Staff Report

DATE: SEPTEMBER 7, 2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: CITY MANAGER'S OFFICE – FINANCE DIVISION

DISTRICT: ALL

SUBJECT: RECEIVE AND FILE THE MONTHLY INVESTMENT ACTIVITY REPORTS FOR JULY 2022

ISSUE

Receive and file the monthly investment activity reports for July 2022.

RECOMMENDATION

Staff recommends that the City Council accept the monthly investment activity report for City of Palmdale and Successor Agency for July 2022.

BACKGROUND

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

The monthly and quarterly reports provide a synopsis of the investment activity for the City of Palmdale and Successor Agency. The reports provide information on assets, allocations, average maturities, yields, and book valuations.

The interest rates presented are the most current rates available as of the date of this report.

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

DISCUSSION

Compliance with Investment Policy

For July, the invested portfolio amount for the City of Palmdale totaled $280,121,356 a decrease of $182,597 from the previous month, and an increase of $43,928,603 in comparison to last year. The decrease in overall portfolio balance from the prior month is due to debt service payment made during the month.

The par value of Successor Agency's portfolio as of June was $12,797,673. The balance decreased by $2,443,176 from the last month due to a tax payment made to LA County Treasurer from the Successor Agency account during the month.

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

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

Liquidity

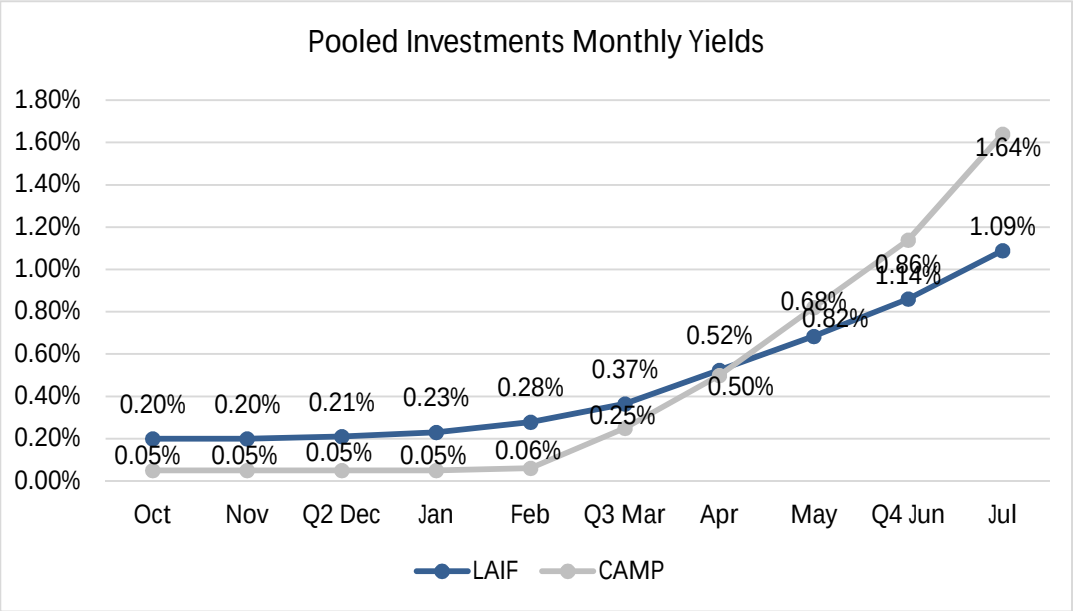
One core approach the Finance Division focuses on, is providing liquidity to measure up to the City and Successor Agency's operational requirements. Thus, the Finance Department is currently investing in two pooled funds, LAIF and CAMP. These are intended for the daily operational activities, used for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

Total LAIF balance for the City of Palmdale at the end of July is $100,244,247, a $167,041 increase compared to the prior month due to quarterly interest earned and recognized during the month.

Successor Agency LAIF balance at the end of July was $8,707,822, an increase of $7,134 from the previous month due to quarterly interest earned and recognized during the month.

CAMP's balance for City of Palmdale is $249,668 compared to June's balance of $249,321, a slight increase due to interest received.

The interest rates presented are the most current rates available as of the date of this report. As of July 31, 2022, the interest rates for LAIF and CAMP investments were at 1.09 percent and 1.64 percent, respectively. By comparison, the LAIF and CAMP interest rates at the end of June were at .861 percent and 1.14 percent. Both rates have slightly increased within this month. This time last year, LAIF and CAMP rates were at 0.221 percent and 0.05, respectively.



The chart above shows both the Local Agency Investment Fund and California Asset Management Program's average monthly yields beginning October 2021 through July 2022.

We anticipate the rates to increase in the upcoming months, considering the current state of the economy. In the current month, CAMP shows better performance than LAIF in interest rates, however, the historical trend shows that LAIF rates generally outperform CAMP rates. The difference between the performance of the two funds is partly due to the varying pool characteristics. CAMP's portfolio composition is much more subject to market volatility, resulting in performance variation.

<u>Diversity</u>

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

City of Palmdale and Successor Agency's investment portfolios remain strongly diversified. The monthly reports include all investments held by both entities and current book values as of July 31, 2022.

It is anticipated that both the City of Palmdale and Successor Agency will have sufficient moneys to meet its expenditure requirements for the next 6 months as we continue to monitor any financial impact due to the Coronavirus pandemic and the current economic conditions and the impact on interest rates.

Attached are summaries of the investments on the City of Palmdale and Successor Agency's books as of July 31, 2022.

FISCAL IMPACT

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

STRATEGIC PLAN

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

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

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

Prepared by:	Gohar Avetisyan, Financial Analyst
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Monthly Report on City of Palmdale Investments
2. Monthly Report on Successor Agency Investments

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2022
CITY OF PALMDALE INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	FDIC Number	INTEREST RATE	PAR AMOUNT	PURCHASE AMOUNT	INVESTED AMOUNT
U.S. TREASURY SECURITIES					Yield			
05-31-19	04-30-24	CITY	9128286R6 U.S. Treasury Note		2.03	5,000,000.00	5,051,650.00	5,256,640.00
01-19-21	05-31-23	CITY	9128284S6 U.S. Treasury Note		2.75	2,815,000.00	2,985,994.41	2,950,035.55
03-19-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	3,000,000.00	3,260,634.36	3,244,110.00
05-11-21	02-28-26	CITY	9128286F2 U.S. Treasury Note		0.66	3,000,000.00	3,261,331.50	3,231,330.00
05-11-21	12-31-24	CITY	9128283P3 U.S. Treasury Note		0.40	3,000,000.00	3,200,040.56	3,175,080.00
06-04-21	12-31-22	CITY	912828N30 U.S. Treasury Note		0.05	3,000,000.00	3,097,665.56	3,087,420.00
06-04-21	12-31-23	CITY	912828V23 U.S. Treasury Note		0.20	4,000,000.00	4,210,026.50	4,188,600.00
07-12-21	12-31-23	CITY	9128285U0 U.S. Treasury Note		2.63	5,000,000.00	5,294,239.83	5,294,239.83
07-12-21	12-31-25	CITY	9128285T3 U.S. Treasury Note		2.63	5,000,000.00	5,456,238.24	5,456,238.24
07-12-21	12-31-23	CITY	912828V23 U.S. Treasury Note		2.25	5,000,000.00	5,247,829.98	5,247,829.98
12-17-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	10,000,000.00	9,913,130.25	9,913,198.93
12-17-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (UBS)		0.85	10,000,000.00	10,045,505.25	10,046,054.70
12-22-21	12-15-23	CITY	91282CBA8 U.S. Treasury Note		0.56	5,000,000.00	4,957,270.88	4,957,391.07
12-22-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note		0.88	5,000,000.00	5,018,208.38	5,019,169.92
12-20-21	12-15-24	CITY	91282CDN8 U.S. Treasury Note (Stifel)		1.00	5,000,000.00	5,017,187.50	5,018,011.68
			TOTAL U.S. TREASURY SECURITIES			$ 73,815,000.00	$ 76,016,953.20	$ 76,085,349.90
GOVERNMENT AGENCY PAPER								
06-05-19	06-05-23	CITY	3133EKPT7 Fed Farm Credit Bk		2.13	5,000,000.00	5,008,600.00	5,178,913.05
06-10-20	06-16-25	CITY	3133ELK37 Federal Farm Credit		0.78	5,000,000.00	5,000,000.00	5,000,332.40
08-07-20	05-06-24	CITY	3133EL2X1 Federal Farm Credit		0.42	2,000,000.00	2,000,000.00	1,985,613.10
08-27-20	11-27-24	CITY	3134GWNG7 Freddie Mac Domestic		0.50	2,000,000.00	2,000,000.00	1,998,606.02
04-01-21	04-01-25	CITY	3133EMUP5 Fed Farm Credit		0.71	5,000,000.00	5,000,000.00	5,001,585.95
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond		0.59	1,000,000.00	1,103,275.25	1,094,660.00
05-11-21	09-04-25	CITY	3133EJYM5 FFCB Bond 0.57		0.57	2,000,000.00	2,208,460.00	2,189,320.00
06-04-21	11-07-25	CITY	3135G06G3 Fannie Mae		0.55	3,000,000.00	2,993,675.25	2,967,390.00
06-04-21	08-01-24	CITY	3130AMHH8 FHLB NOTE		0.41	4,000,000.00	4,000,000.00	3,979,555.16
06-07-21	06-07-24	CITY	3130AMQR6 FHLB NOTE		0.35	3,000,000.00	3,000,000.00	2,986,755.36
06-30-21	12-30-25	CITY	3130AMRQ7 FHLB NOTE		0.88	3,000,000.00	3,000,000.00	2,981,324.28
07-29-21	04-29-26	CITY	3130AN5C0 FHLB NOTE		1.05	4,000,000.00	4,010,455.13	4,010,455.13
12-17-21	11-12-25	CITY	3134GXBM5 FHLMC Note		1.15	1,150,000.00	1,125,785.50	1,126,456.33
12-17-21	12-30-24	CITY	3130AQDY6 FHLB		1.00	6,750,000.00	6,750,000.00	6,750,000.00
12-17-21	06-23-25	CITY	3133ENHW3 FFCB		1.17	10,000,000.00	10,000,000.00	10,000,000.00
12-20-21	07-30-25	CITY	3136G4ZP1 FANNIE MAE		0.65	3,500,000.00	3,444,175.00	3,453,085.42
12-20-21	09-24-25	CITY	3134GWUG9 FREDDIE MAC		0.57	10,000,000.00	9,806,600.00	9,820,375.00
12-21-21	12-22-26	CITY	3133ENJC5 FFCB		1.29	5,000,000.00	5,000,000.00	5,000,000.00
01-14-22	01-14-25	CITY	3130AQEA7 FHLB		1.05	7,000,000.00	7,000,000.00	7,000,000.00
06-29-22	08-12-25	CITY	3133EL3P7 Federal Farm Credit Bank		3.34	1,810,000.00	1,660,349.20	1,663,999.87
06-29-22	03-28-25	CITY	3130A5DH9 Federal Home Loan Bank		3.34	1,950,000.00	1,937,715.00	1,937,882.92
06-24-22	02-26-27	CITY	3130AL5A8 Federal Home Loan Bank		3.33	5,000,000.00	4,479,000.00	4,493,750.00
	c = callable							
			TOTAL GOVERNMENT AGENCY PAPER			$ 91,160,000.00	$ 90,528,090.33	$ 90,620,059.99
CERTIFICATES OF DEPOSIT								
05-10-18	05-10-23	CITY	61747MX30 Morgan Stanley Bank Na	32992	3.15	245,000.00	245,000.00	258,447.32
05-11-18	05-11-23	CITY	87164WWF1 Synchrony Bank	27314	3.15	245,000.00	245,000.00	258,465.69
05-11-18	05-11-23	CITY	17312QL23 Citibank Na	7213	3.15	245,000.00	245,000.00	258,465.69
05-15-18	05-15-23	CITY	20033AYE0 Comenity Capital Bank	57570	3.10	245,000.00	245,000.00	258,255.73
			TOTAL CERTIFICATES OF DEPOSIT			$ 980,000.00	$ 980,000.00	$ 1,033,634.43

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2022

CORPORATE NOTES							
03-10-20	03-01-23	CITY	30231GAR3 Exxon Mobil	2.73	1,000,000.00	1,045,330.00	1,035,276.25
03-10-20	11-03-22	CITY	594918BH6 Microsoft Corp	2.65	1,000,000.00	1,047,870.00	1,028,648.84
03-10-20	01-13-23	CITY	037833DE7 Apple Inc	2.40	1,000,000.00	1,041,800.00	1,032,294.50
03-10-20	12-14-22	CITY	92826CAC6 VISA Inc	2.80	1,500,000.00	1,572,135.00	1,549,706.22
06-10-20	04-15-23	CITY	30231GBL5 Exxon Mobil Corp	1.75	5,000,000.00	5,000,000.00	5,110,650.00
06-10-20	05-11-23	CITY	166764BV1 Chevron Corp	1.14	2,075,000.00	2,075,000.00	2,105,595.85
			TOTAL CORPORATE BONDS		$ 11,575,000.00	$ 11,782,135.00	$ 11,862,171.66
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND							
09-01-84	n/a	CITY ACCOUNT	98-19-620	0.78	45,175,309.31	45,175,309.31	45,175,309.31
06/23/08	n/a	PCA ACCOUNT	40-19-060	0.78	37,298,768.41	37,298,768.41	37,298,768.41
	n/a	ARPA ACCOUNT	19-19-004	0.78	17,757,682.75	17,757,682.75	17,757,682.75
			TOTAL LAIF ACCOUNTS		$ 100,231,760.47	$ 100,231,760.47	$ 100,231,760.47
CAMP- CALIFORNIA ASSET MANAGEMENT PROGRAM							
6080-01	n/a	CITY ACCOUNT	6080-01	0.30	249,667.96	249,667.96	249,667.96
			TOTAL CAMP ACCOUNTS		$ 249,667.96	$ 249,667.96	$ 249,667.96
UBS FINANCIAL SERVICES							
n/a	n/a	CITY ACCOUNT		0.00	38,711.20	38,711.20	38,711.20
			TOTAL UBS FINANCIAL SERVICES ACCOUNTS		$ 38,711.20	$ 38,711.20	$ 38,711.20
			TOTAL CITY INVESTMENTS		$ 278,050,139.63	$ 279,827,318.16	$ 280,121,355.61

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2022

LIBRARY INVESTMENTS

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND					
11-20-84	n/a	LIBRARY	16-19-012	0.78	12,487.14
			TOTAL LIBRARY INVESTMENTS		$ 12,487.14

FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
05-10-95	n/a	BOND	95421220	0.06	106.70
05-10-95	n/a	IMPROVEMENT	95421222	0.10	155,059.58
City Held Cash	(Fund 736-114000)	($255,912.67)			
			TOTAL SIERRA GATEWAY COMMUNITY FACILITIES DISTRICT 91-1		$ 155,166.28
BOND PROCEEDS					
RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
04-06-95	n/a	RESERVE-SEN	95420880	n/a	0.00
04-06-95	n/a	IMPV-ACQUI	95420884	0.01	2,587,390.07
04-06-95	n/a	BOND	95420887	0.00	0.15
City Held Cash	(Fund 738-114000)	($1,000,675.82)			
			TOTAL RITTER RANCH COMMUNITY FACILITIES DISTRICT 93-1		$ 2,587,390.22
BOND PROCEEDS					
ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
08-01-19	n/a	SP TAX - B BOND	242969000	0.00	1,185,866.74
08-01-19	n/a	RESERVE	242969003	0.00	722,962.76
08-01-19	n/a	SP TAX - REFUNDING BC	242969004	0.01	15,149.51
08-01-19	n/a	SP TAX - REFUNDING BC	242969005	0.01	300.42
City Held Cash	(Fund 734-114000)	$900,917.97			
			TOTAL ANAVERDE COMMUNITY FACILITIES DISTRICT 2003-1		$ 1,924,279.43

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2022

BOND PROCEEDS
2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER)
Fiscal Agent: U.S. Bank National Association (fka First Trust)

08-02-05	n/a	SPEC TRB SER A/B	790330000	0.01	0.00
08-02-05	n/a	RESERVE FUND	790330002	0.01	0.00

City Held Cash (Fund 735-114000) $744,688.56

TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) $ -

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	901,705.22
	n/a	RESERVE FUND	251009001	0.01	639,445.81

City Held Cash

TOTAL 2005 $7.2M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) REFUNDED 2021 $ 1,541,151.03

BOND PROCEEDS
2006-1 Godde Hill Estate Sewer Improvements LOIB
Fiscal Agent: U.S. Bank National Association (fka First Trust)

11-08-06	n/a	REDEMPTION FUND	106844000	0.01	146,799.85
11-08-06	n/a	ADM EXP	106844002	0.01	1,595.60
11-08-06	n/a	RESERVE FUND	106844003	0.01	99,826.38

City Held Cash (Fund 739-114000) $127,799.09

TOTAL 2006-1 Godde Hill Estate Sewer Improvements LOIB $ 248,221.83

BOND PROCEEDS
2007 $19.9M COP Power Plant Land Acquisition
Fiscal Agent: U.S. Bank National Association (fka First Trust)

04-12-07	n/a	LEASE PAYMENT	112055000	0.01	0.00
04-12-07	n/a	RESERVE FUND	112055001	0.00	0.00

TOTAL 2007 $19.9M COP Power Plant Land Acquisition $ -

BOND PROCEEDS
2007 $6.5M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER)
Fiscal Agent: U.S. Bank National Association (fka First Trust)

08-23-07	n/a	BOND FUND	117856000	0.01	0.00
08-23-07	n/a	RESERVE FUND	117856002	0.01	0.00

TOTAL 2007 $6.5M COMMUNITY FACILITIES DISTRICT 05-1 (TRADE AND COMMERCE CENTER) $ -

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2022
FISCAL AGENT CASH

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT NUMBER	INTEREST RATE	INVESTED AMOUNT
BOND PROCEEDS					
2012 PFA $8.7M LEASE REVENUE BONDS					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
12-19-12	n/a	REVENUE FD	201546000	0.00	0.33
12-19-12	n/a	INTEREST ACCOUNT	201546001	n/a	0.00
12-19-12	n/a	PRINCIPAL ACCOUNT	201546002	n/a	0.00
		TOTAL 2012 PFA $8.7M LEASE REVENUE BONDS			$ 0.33
2013 HA PALMDALE TRANSIT VILLAGE HOMES LLC ESCROW					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
10-11-13	n/a	ESCROW FUND	206455000	0.00	29,795,000.00
		TOTAL 2013 HA TRANSIT VILLAGE HOMES ESCROW			$ 29,795,000.00
2015 HA DEBT SERVICE RESERVE					
Fiscal Agent: Bank of America					
11-19-15	n/a	DEBT SVC RESERVE	1257964992	0.08	39,158.69
		TOTAL 2015 HA DEBT SERVICE RESERVE			$ 39,158.69
PARS RESTRICTED CASH FOR PENSION STABILIZATION TRUST FUND					
05-23-18	n/a	CITY	104790895775 Public Agency Retirement Services	2.60	6,297,363.49
		TOTAL PARS PENSION TRUST FUND			$ 6,297,363.49
BOND PROCEEDS					
2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS					
Fiscal Agent: U.S. Bank National Association (fka First Trust)					
09-03-15	n/a	BOND FUND	277067000	0.00	51,854.92
09-03-15	n/a	INTEREST ACCT	277067001	0.01	6.95
09-03-15	n/a	BOND RESERVE	277067003	0.00	281,017.34
09-03-15	n/a	REPAIR & REPLACE FUN	277067004	0.00	1,136,581.52
		TOTAL 2015 HA $4.3M MULTIFAMILY HOUSING REVENUE BONDS			$ 1,469,460.73

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2022

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	0.64
04-05-17	n/a	PRINCIPAL ACCT	271128002	n/a	0.00
			TOTAL 2017 PFA $17.4M LEASE REVENUE BONDS		$ 0.64
		Total City Held Cash (XXX-114000)	$516,817.13		
			GRAND TOTAL - FISCAL AGENT CASH		$ 42,516,041.64

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2022
SUMMARY OF CASH AND INVESTMENTS

Cash on Hand			$	27,297,955
Pooled Cash Investments				
City:	$	273,845,816		
Insur Fund:		$6,275,540	$	280,121,356
Library Investments				$12,487
Subtotal			$	307,431,798
City/AD/CFD/PCA/PFA/HA Fiscal Agent Cash			$	42,516,042 *
Grand total			$	349,947,840

The interest rate quoted on LAIF, AIM, and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF & AIM interest rates are as of July 31, 2022.

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2022
CITY OF PALMDALE

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF), CALIFORNIA ASSET MANAGEMENT PROGRAM (CAMP), & UBS FINANCIAL SERVICES
July 31, 2022

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
CITY ACCOUNT 98-19-620				
Beginning Balance				$ 45,118,304.25
07/15/22		$ -	$ 57,005.06	
Subtotal	$ -	$ -	$ 57,005.06	$ 45,175,309.31
PCA ACCOUNT 40-19-060				
Beginning Balance				$ 37,234,403.09
07/15/22		$ -	$ 64,365.32	
Subtotal	$ -	$ -	$ 64,365.32	$ 37,298,768.41
LIBRARY ACCOUNT 16-19-012				
Beginning Balance				$ 12,463.81
07/15/22		$ -	$ 23.33	
Subtotal	$ -	$ -	$ 23.33	$ 12,487.14
ARPA ACCOUNT 19-19-004				
Beginning Balance				$ 17,724,498.78
07/15/22		$ -	$ 33,183.97	
Subtotal	$ -	$ -	$ 33,183.97	$ 17,757,682.75
CAMP - CALIFORNIA ASSET MANAGEMENT PROGRAM				
Beginning Balance				$ 249,320.70
07/31/22		$ -	$ 347.26	
Subtotal	$ -	$ -	$ 347.26	$ 249,667.96
UBS Financial Services				
Beginning Balance				$ 376,210.16
07/31/22		$ (337,500.00)	$ 1.04	
Subtotal	$ -	$ (337,500.00)	$ 1.04	$ 38,711.20
Total	$ -	$ (337,500.00)	$ 154,925.98	$ 100,532,626.77

CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2022
CITY OF PALMDALE

POOLED CASH - INVESTMENTS MATURED OR CALLED
July 31, 2022

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

ISSUER	PURCHASE DATE	MATURITY DATE	REDEMPTION DATE	FACE 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
July 31, 2022
CITY OF PALMDALE

POOLED CASH - INVESTMENTS PURCHASED
July 31, 2022

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

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

Total Number of Transactions: 0

SUCCESSOR AGENCY TO THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PALMDALE
TREASURER'S REPORT OF INVESTMENTS
July 31, 2022

PURCHASE DATE	MATURITY DATE	FUND	ACCOUNT/ INSTITUTION	INTEREST RATE	INVESTED AMOUNT	TOTAL
STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND						
09-01-84	n/a	SA ACCOUNT	65-19-035	0.78	8,707,822.16	
TOTAL LAIF ACCOUNTS						$ 8,707,822.16
			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	0.01	528,143.84	
08-20-02	n/a	INTEREST ACCT	94460701	0.01	28.94	
08-20-02	n/a	PRINCIPAL ACCT	94460702	0.01	0.15	
TOTAL CRA - 2002 Sub Lien Tax Allocation Bonds $5.3M ($5,329,748.25)						$ 528,172.93
BOND PROCEEDS						
2016 SA $31.5M Tax Allocation Refunding Bonds Series A						
Fiscal Agent: U.S. Bank National Association (fka First Trust)						
04-26-16	n/a	DEBT SERVICE	245113000	0.00	1.29	
04-26-16	n/a	INTEREST ACCT	245113001	N/A	0.00	
TOTAL 2016 SA $31.5M Tax Allocation Refunding Bonds Series A						$ 1.29
GRAND TOTAL - FISCAL AGENT CASH						$528,174

SUMMARY OF CASH AND INVESTMENTS

Cash on Hand	$ 3,561,677
Pooled Cash Investments	$ 8,707,822
Successor Agency Fiscal Agent Cash	$ 528,174
Grand total	$ 12,797,673

* The interest rate quoted on LAIF and Fiscal Agent/Trustee accounts is the most current rate available.
LAIF interest rates are as of July 31, 2022.

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

POOLED CASH - LOCAL AGENCY INVESTMENT FUND (LAIF)
July 31, 2022

TRANSACTION DATE	DEPOSIT	WITHDRAWAL	INTEREST RECEIVED	BALANCE
SA ACCOUNT 65-19-035				
Beginning Balance				$ 8,700,687.94
07/15/22			$ 7,134.22	
Subtotal	$ -	$ -	$ 7,134.22	$ 8,707,822.16

City Council Staff Report

DATE: **SEPTEMBER 07, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **4**

SUBJECT: **APPROVE FINAL PARCEL MAP NO. 83189 LOCATED AT PEARBLOSSOM HWY AND 52ND STREET EAST**

ISSUE

Approve Final Parcel Map No. 83189 located at Pearblossom Hwy and 52nd Street East.

RECOMMENDATION

Staff recommends that the City Council approve Final Parcel Map No. 83189 and authorize the City Clerk to execute City Clerk's Statement and Special Assessments Statement and authorize the Acting City Surveyor to execute the City Surveyor's Statement and file the map with the County Recorder.

BACKGROUND

Final Parcel Map No. 83189 is a 28.84-acre subdivision, legally creating three (3) lots. All proposed lot sizes and dimensions comply with the City's Zoning Ordinance. The subject property is located at Pearblossom Hwy and 52nd Street East. The applicant for this final parcel map is Four Points Enterprises, LLC, A California Limited Liability Company. This tentative parcel map was approved by the Planning Commission on April 08, 2021, by Resolution No. PC-2021-010.

This final parcel map is consistent with the tentative parcel map and all parcel map conditions of approval have been met. The Acting City Land Surveyor has reviewed the final map for technical accuracy and verifies it is in compliant with the Subdivision Map Act.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Chuck Heffernan P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Final Parcel Map No. 83189

3 PARCELS
GROSS AREA = 28.84 AC.
NET AREA = 23.11 AC.

PARCEL MAP NO. 83189

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF THAT PORTION OF THE SOUTHEAST QUARTER
OF SECTION 4, TOWNSHIP 5 NORTH, RANGE 11 WEST, SAN BERNARDINO MERIDIAN, ACCORDING TO
THE OFFICIAL PLAT OF SAID LAND, APPROVED BY THE SURVEYOR GENERAL ON MARCH 19, 1856.

TENTATIVE PARCEL MAP EXPIRES APRIL 20, 2024

LG LAND SURVEYING, INC.
JOHN P. GERVAIS LS 8674

OWNER'S STATEMENT

I HEREBY STATE THAT I AM THE OWNER OF OR ARE INTERESTED IN THE LANDS INCLUDED WITHIN THE SUBDIVISION SHOWN ON THE MAP WITHIN THE DISTINCTIVE BORDER LINES, AND CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

I HEREBY STATE THAT, EXCEPT AS SHOWN ON THE MAP, WE KNOW OF NO EASEMENT OR STRUCTURE EXISTING WITHIN THE EASEMENTS HEREIN OFFERED FOR DEDICATION TO THE PUBLIC, OTHER THAN PUBLICLY OWNED WATER LINES, SEWERS OR STORM DRAINS, THAT WE WILL GRANT NO RIGHT OR INTEREST WITHIN THE BOUNDARIES OF SAID EASEMENTS OFFERED TO THE PUBLIC, EXCEPT WHERE SUCH RIGHT OR INTEREST IS EXPRESSLY MADE SUBJECT TO THE SAID EASEMENTS.

AND I HEREBY IRREVOCABLY OFFER TO DEDICATE REAL PROPERTY TO THE CITY OF PALMDALE:

AS EASEMENTS FOR PUBLIC PURPOSES, ALL STREETS, HIGHWAYS, AND OTHER PUBLIC WAYS, AS SHOWN ON SAID MAP;

AND I HEREBY OFFER TO DEDICATE REAL PROPERTY TO THE CITY OF PALMDALE:

IN FEE FOR PUBLIC PURPOSES FOR SANITARY SEWERS AND APPURTENANT STRUCTURES, MAINTENANCE, AND INGRESS AND EGRESS PURPOSES WITHIN AND WITHOUT SAID SUBDIVISION CONSTRUCTED AS PART OF THE IMPROVEMENT THEREOF.

AS A DEDICATION TO PUBLIC USE, WHILE ALL OF FORT TEJON ROAD AND PEARBLOSSOM HIGHWAY WITHIN OR ADJACENT TO THIS SUBDIVISION REMAIN PUBLIC STREETS, WE HEREBY DEDICATE TO THE CITY OF PALMDALE THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM ABUTTING LOTS TO SAID STREET. IF ANY PORTION OF SAID STREET WITHIN OR ADJACENT TO THIS SUBDIVISION IS VACATED, SUCH VACATION TERMINATES THE ABOVE DEDICATION AS TO THE PART VACATED.

AND I HEREBY OFFER TO DEDICATE REAL PROPERTY TO THE CITY OF PALMDALE:

AN EASEMENT FOR ACCESS, FIRE LANE, AND EMERGENCY ACCESS PURPOSES OVER THE PRIVATE DRIVEWAYS SO DESIGNATED ON SAID MAP.

FOUR POINTS ENTERPRISES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: _____

PRINT NAME: JOYCE A. BRUCE

TITLE: MANAGER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF_____

ON_____BEFORE ME, _____,NOTARY PUBLIC,
PERSONALLY APPEARED_____
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE: _____

NOTARY PUBLIC IN AND FOR SAID STATE IN _____ COUNTY.

PRINCIPAL COUNTY OF BUSINESS: _____

COMMISSION EXPIRES: _____

COMMISSION# OF NOTARY: _____

_____
(NAME PRINTED)

SIGNATURE OMISSION STATEMENT

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A)(i–viii) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HOLDERS OF EASEMENTS AND OTHER RIGHTS HAVE BEEN OMITTED AS THEIR INTERESTS CANNOT RIPEN INTO FEE AND SAID SIGNATURE(S) IS (ARE) NOT REQUIRED BY THE LOCAL AGENCY.

THE CITY OF PALMDALE, SUCCESSOR IN INTEREST TO THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY PURPOSES RECORDED IN BOOK 184 PAGE 360 OF OFFICIAL RECORDS.

THE CITY OF PALMDALE, A MUNICIPAL CORPORATION, HOLDER AN EASEMENT FOR ACCESS, AS DISCLOSED BY AN AGREEMENT RECORDED JULY 28, 2015 AS INSTRUMENT NO. 20150918489, OF OFFICIAL RECORDS. SAID EASEMENT IS INDETERMINATE IN NATURE.

THE CITY OF PALMDALE, A MUNICIPAL CORPORATION, HOLDER AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES, AS DISCLOSED BY AN IRREVOCABLE OFFER TO DEDICATE RECORDED OCTOBER 18, 2017 AS INSTRUMENT NO.20171193268 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES, CONDUITS, METERING, AND OTHER APPURTENANCES FOR THE DISTRIBUTION OF NATURAL GAS RECORDED JULY 26, 2021 AS INSTRUMENT NO. 20211140468, OF OFFICIAL RECORDS. SAID EASEMENT IS INDETERMINATE IN NATURE.

PILOT TRAVEL CENTERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS LESSEE DISCLOSED BY MEMORANDUM OF LEASE AGREEMENT RECORDED SEPTEMBER 1, 2021 AS INSTRUMENT NO. 20211345093, OF OFFICIAL RECORDS.

PILOT TRAVEL CENTERS LLC, A DELAWARE LIMITED LIABILITY COMPANY, HOLDER AN EASEMENT FOR ACCESS AND UTILITIES AND INCIDENTAL THERETO, AS DISCLOSED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED DECEMBER 3, 2021 AS INSTRUMENT NO. 20211791448, OF OFFICIAL RECORDS.

PALMDALE IRRIGATION DISTRICT, HOLDER AN EASEMENT FOR ACCESS, AS DISCLOSED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED DECEMBER 3, 2021 AS INSTRUMENT NO. 20211791448, OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS RECORDED FEBRUARY 4, 2022 AS INSTRUMENT NO. 20220146622, OF OFFICIAL RECORDS.

SOILS REPORT NOTE

IN ACCORDANCE WITH SECTION 66434.5 OF THE SUBDIVISION MAP ACT, A SOILS REPORT WAS PREPARED ON JUNE 17, 2020 BY GEOTECHNICAL SOLUTIONS AND IS ON FILE IN THE OFFICE OF THE CITY ENGINEER.

LOS ANGELES COUNTY CERTIFICATIONS AND SEALS

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECT1ONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER – CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF $_____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF PARCEL MAP NO. 83189 AS REQUIRED BY LAW.

EXECUTIVE OFFICER – CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____

SURVEYOR'S STATEMENT

THIS PARCEL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PILOT TRAVEL CENTERS LLC IN MAY 2020; I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE PARCEL MAP, IF ANY; THAT THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN THOSE POSITIONS WITHIN 24 MONTHS OF THE FILING OF THIS MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

PRELIMINARY
JOHN P. GERVAIS, PLS 8674

07/11/2022
DATE

PROFESSIONAL LAND SURVEYOR
JOHN P. GERVAIS
No.8674
STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS PARCEL MAP, THAT IT CONFORMS SUBSTANTIALLY TO THE TENTATIVE PARCEL MAP AND ALL APPROVED ALTERATIONS THEREOF; AND THAT ALL PROVISIONS OF APPLICABLE STATE LAW AND SUBDIVISION ORDINANCES OF THE CITY OF PALMDALE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE PARCEL MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED SAID PARCEL MAP IS TECHNICALLY CORRECT.

_____
DATE

_____
FREDERICK R. JONES JR.
ACTING CITY SURVEYOR

LICENSED LAND SURVEYOR
FREDERICK R. JONES JR.
No.5458
STATE OF CALIFORNIA

CITY CLERK'S STATEMENT

I, SHANAE S. SMITH, CITY CLERK OF THE CITY OF PALMDALE, DO HEREBY STATE THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY OF PALMDALE CITY COUNCIL AT A REGULAR MEETING THEREOF, HELD ON THE __ DAY OF _____20__ AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP;

AND ON BEHALF OF THE PUBLIC, SAID COUNCIL DID:

REJECT THE IRREVOCABLE OFFER OF DEDICATION AS AN EASEMENT FOR PUBLIC PURPOSES OVER ALL STREETS, HIGHWAYS AND OTHER PUBLIC WAYS, AS SHOWN ON SAID MAP;

ACCEPT THE OFFER IN FEE FOR PUBLIC PURPOSES FOR SANITARY SEWERS, APPURTENANT STRUCTURES, MAINTENANCE, AND INGRESS AND EGRESS PURPOSES WITHIN AND WITHOUT SAID SUBDIVISION CONSTRUCTED AS PART OF THE IMPROVEMENTS THEREOF.

ACCEPT THE OFFER OF DEDICATION OF THE RIGHT TO RESTRICT DIRECT VEHICULAR INGRESS AND EGRESS FROM ABUTTING LOTS TO PEARBLOSSOM HIGHWAY, AS SHOWN ON SAID MAP;

ACCEPT THE OFFER FOR ACCESS, FIRE LANE, AND EMERGENCY ACCESS PURPOSES EASEMENT OVER THE PRIVATE DRIVEWAYS SO DESIGNATED ON SAID MAP.

_____
DATE

_____
SHANAE S. SMITH
CITY CLERK – CITY OF PALMDALE

SPECIAL ASSESSMENT STATEMENT

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF PALMDALE TO WHICH THE LAND INCLUDED IN, THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

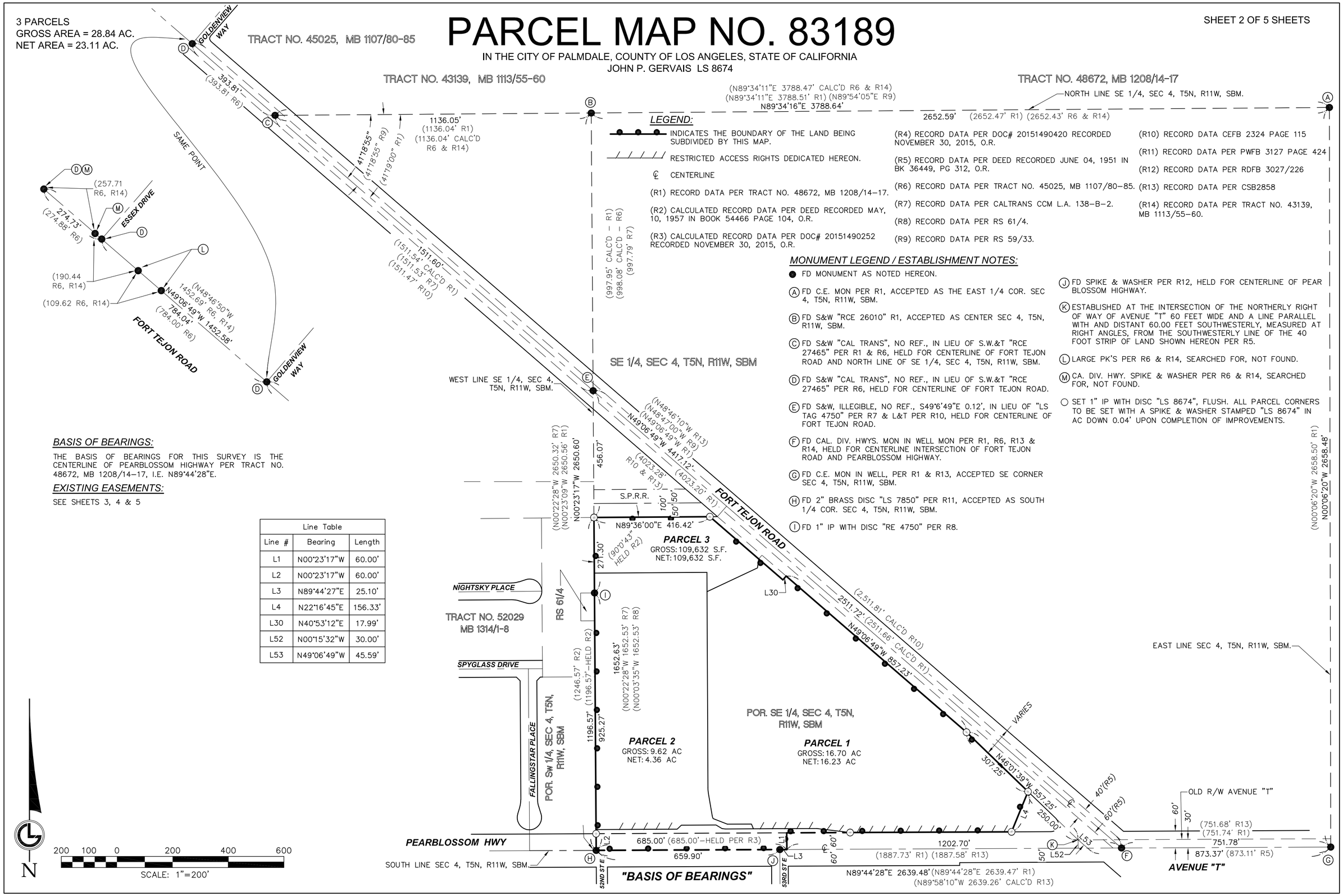
_____
DATE

_____
SHANAE S. SMITH
CITY CLERK – CITY OF PALMDALE

3 PARCELS
GROSS AREA = 28.84 AC.
NET AREA = 23.11 AC.

PARCEL MAP NO. 83189

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
JOHN P. GERVAIS LS 8674



LEGEND:

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

RESTRICTED ACCESS RIGHTS DEDICATED HEREON.

℄ CENTERLINE

(R1) RECORD DATA PER TRACT NO. 48672, MB 1208/14–17.

(R2) CALCULATED RECORD DATA PER DEED RECORDED MAY, 10, 1957 IN BOOK 54466 PAGE 104, O.R.

(R3) CALCULATED RECORD DATA PER DOC# 20151490252 RECORDED NOVEMBER 30, 2015, O.R.

(R4) RECORD DATA PER DOC# 20151490420 RECORDED NOVEMBER 30, 2015, O.R.

(R5) RECORD DATA PER DEED RECORDED JUNE 04, 1951 IN BK 36449, PG 312, O.R.

(R6) RECORD DATA PER TRACT NO. 45025, MB 1107/80–85.

(R7) RECORD DATA PER CALTRANS CCM L.A. 138–B–2.

(R8) RECORD DATA PER RS 61/4.

(R9) RECORD DATA PER RS 59/33.

(R10) RECORD DATA CEFB 2324 PAGE 115

(R11) RECORD DATA PER PWFB 3127 PAGE 424

(R12) RECORD DATA PER RDFB 3027/226

(R13) RECORD DATA PER CSB2858

(R14) RECORD DATA PER TRACT NO. 43139, MB 1113/55–60.

MONUMENT LEGEND / ESTABLISHMENT NOTES:

● FD MONUMENT AS NOTED HEREON.

(A) FD C.E. MON PER R1, ACCEPTED AS THE EAST 1/4 COR. SEC 4, T5N, R11W, SBM.

(B) FD S&W "RCE 26010" R1, ACCEPTED AS CENTER SEC 4, T5N, R11W, SBM.

(C) FD S&W "CAL TRANS", NO REF., IN LIEU OF S.W.&T "RCE 27465" PER R1 & R6, HELD FOR CENTERLINE OF FORT TEJON ROAD AND NORTH LINE OF SE 1/4, SEC 4, T5N, R11W, SBM.

(D) FD S&W "CAL TRANS", NO REF., IN LIEU OF S.W.&T "RCE 27465" PER R6, HELD FOR CENTERLINE OF FORT TEJON ROAD.

(E) FD S&W, ILLEGIBLE, NO REF., S49°6'49"E 0.12', IN LIEU OF "LS TAG 4750" PER R7 & L&T PER R10, HELD FOR CENTERLINE OF FORT TEJON ROAD.

(F) FD CAL. DIV. HWYS. MON IN WELL MON PER R1, R6, R13 & R14, HELD FOR CENTERLINE INTERSECTION OF FORT TEJON ROAD AND PEARBLOSSOM HIGHWAY.

(G) FD C.E. MON IN WELL, PER R1 & R13, ACCEPTED SE CORNER SEC 4, T5N, R11W, SBM.

(H) FD 2" BRASS DISC "LS 7850" PER R11, ACCEPTED AS SOUTH 1/4 COR. SEC 4, T5N, R11W, SBM.

(I) FD 1" IP WITH DISC "RE 4750" PER R8.

(J) FD SPIKE & WASHER PER R12, HELD FOR CENTERLINE OF PEAR BLOSSOM HIGHWAY.

(K) ESTABLISHED AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY OF AVENUE "T" 60 FEET WIDE AND A LINE PARALLEL WITH AND DISTANT 60.00 FEET SOUTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHWESTERLY LINE OF THE 40 FOOT STRIP OF LAND SHOWN HEREON PER R5.

(L) LARGE PK'S PER R6 & R14, SEARCHED FOR, NOT FOUND.

(M) CA. DIV. HWY. SPIKE & WASHER PER R6 & R14, SEARCHED FOR, NOT FOUND.

○ SET 1" IP WITH DISC "LS 8674", FLUSH. ALL PARCEL CORNERS TO BE SET WITH A SPIKE & WASHER STAMPED "LS 8674" IN AC DOWN 0.04' UPON COMPLETION OF IMPROVEMENTS.

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF PEARBLOSSOM HIGHWAY PER TRACT NO. 48672, MB 1208/14–17, I.E. N89°44'28"E.

EXISTING EASEMENTS:

SEE SHEETS 3, 4 & 5

Line Table

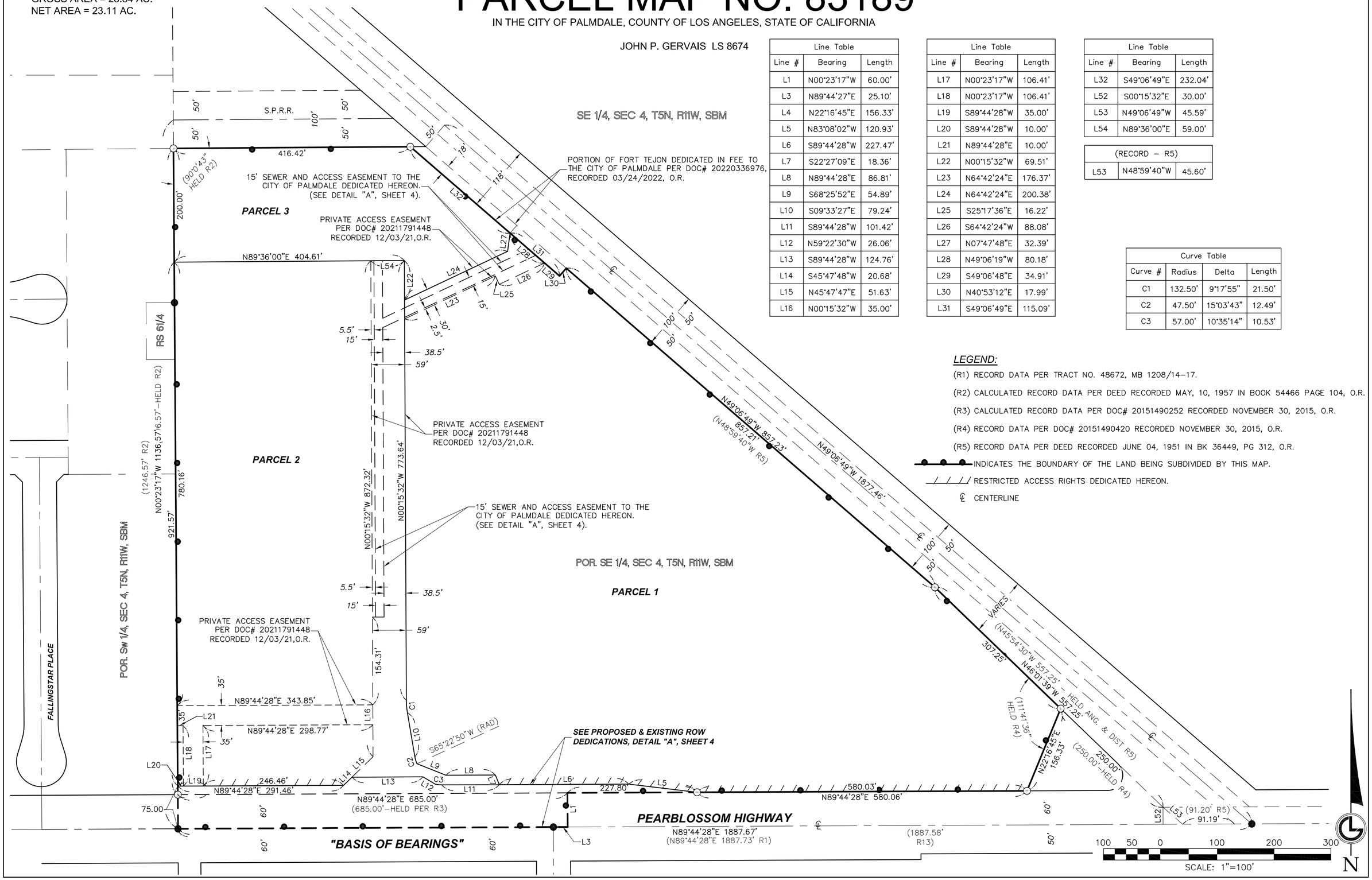
Line #	Bearing	Length
L1	N00°23'17"W	60.00'
L2	N00°23'17"W	60.00'
L3	N89°44'27"E	25.10'
L4	N22°16'45"E	156.33'
L30	N40°53'12"E	17.99'
L52	N00°15'32"W	30.00'
L53	N49°06'49"W	45.59'

3 PARCELS
GROSS AREA = 28.84 AC.
NET AREA = 23.11 AC.

PARCEL MAP NO. 83189

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

JOHN P. GERVAIS LS 8674



Line Table		
Line #	Bearing	Length
L1	N00°23'17"W	60.00'
L3	N89°44'27"E	25.10'
L4	N22°16'45"E	156.33'
L5	N83°08'02"W	120.93'
L6	S89°44'28"W	227.47'
L7	S22°27'09"E	18.36'
L8	N89°44'28"E	86.81'
L9	S68°25'52"E	54.89'
L10	S09°33'27"E	79.24'
L11	S89°44'28"W	101.42'
L12	N59°22'30"W	26.06'
L13	S89°44'28"W	124.76'
L14	S45°47'48"W	20.68'
L15	N45°47'47"E	51.63'
L16	N00°15'32"W	35.00'

Line Table		
Line #	Bearing	Length
L17	N00°23'17"W	106.41'
L18	N00°23'17"W	106.41'
L19	S89°44'28"W	35.00'
L20	S89°44'28"W	10.00'
L21	N89°44'28"E	10.00'
L22	N00°15'32"W	69.51'
L23	N64°42'24"E	176.37'
L24	N64°42'24"E	200.38'
L25	S25°17'36"E	16.22'
L26	S64°42'24"W	88.08'
L27	N07°47'48"E	32.39'
L28	N49°06'19"W	80.18'
L29	S49°06'48"E	34.91'
L30	N40°53'12"E	17.99'
L31	S49°06'49"E	115.09'

Line Table		
Line #	Bearing	Length
L32	S49°06'49"E	232.04'
L52	S00°15'32"E	30.00'
L53	N49°06'49"W	45.59'
L54	N89°36'00"E	59.00'

(RECORD – R5)		
L53	N48°59'40"W	45.60'

Curve Table			
Curve #	Radius	Delta	Length
C1	132.50'	9°17'55"	21.50'
C2	47.50'	15°03'43"	12.49'
C3	57.00'	10°35'14"	10.53'

LEGEND:

(R1) RECORD DATA PER TRACT NO. 48672, MB 1208/14–17.

(R2) CALCULATED RECORD DATA PER DEED RECORDED MAY, 10, 1957 IN BOOK 54466 PAGE 104, O.R.

(R3) CALCULATED RECORD DATA PER DOC# 20151490252 RECORDED NOVEMBER 30, 2015, O.R.

(R4) RECORD DATA PER DOC# 20151490420 RECORDED NOVEMBER 30, 2015, O.R.

(R5) RECORD DATA PER DEED RECORDED JUNE 04, 1951 IN BK 36449, PG 312, O.R.

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

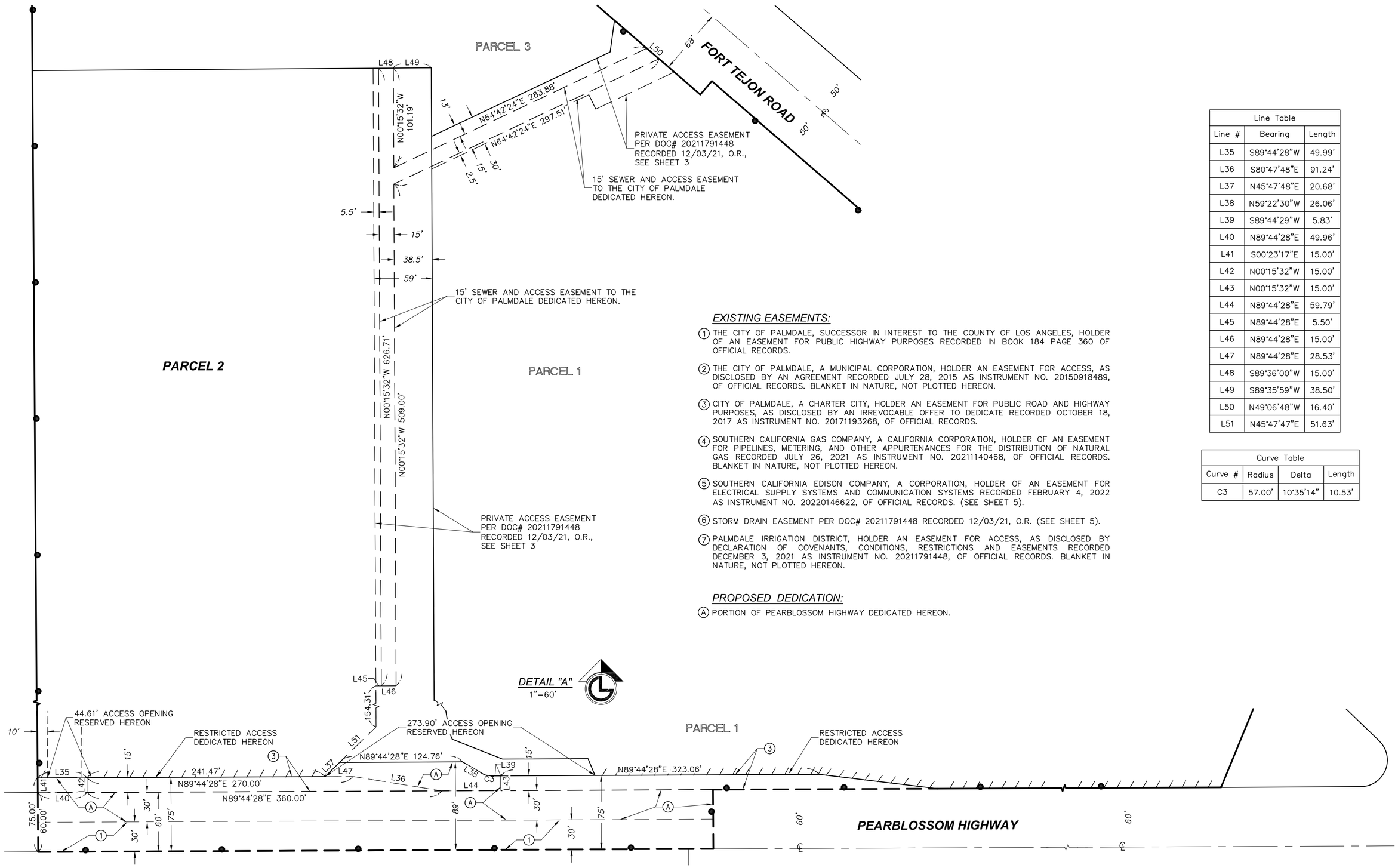
RESTRICTED ACCESS RIGHTS DEDICATED HEREON.

℄ CENTERLINE

3 PARCELS
GROSS AREA = 28.84 AC.
NET AREA = 23.11 AC.

PARCEL MAP NO. 83189

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
JOHN P. GERVAIS LS 8674



EXISTING EASEMENTS:

1. THE CITY OF PALMDALE, SUCCESSOR IN INTEREST TO THE COUNTY OF LOS ANGELES, HOLDER OF AN EASEMENT FOR PUBLIC HIGHWAY PURPOSES RECORDED IN BOOK 184 PAGE 360 OF OFFICIAL RECORDS.
2. THE CITY OF PALMDALE, A MUNICIPAL CORPORATION, HOLDER AN EASEMENT FOR ACCESS, AS DISCLOSED BY AN AGREEMENT RECORDED JULY 28, 2015 AS INSTRUMENT NO. 20150918489, OF OFFICIAL RECORDS. BLANKET IN NATURE, NOT PLOTTED HEREON.
3. CITY OF PALMDALE, A CHARTER CITY, HOLDER AN EASEMENT FOR PUBLIC ROAD AND HIGHWAY PURPOSES, AS DISCLOSED BY AN IRREVOCABLE OFFER TO DEDICATE RECORDED OCTOBER 18, 2017 AS INSTRUMENT NO. 20171193268, OF OFFICIAL RECORDS.
4. SOUTHERN CALIFORNIA GAS COMPANY, A CALIFORNIA CORPORATION, HOLDER OF AN EASEMENT FOR PIPELINES, METERING, AND OTHER APPURTENANCES FOR THE DISTRIBUTION OF NATURAL GAS RECORDED JULY 26, 2021 AS INSTRUMENT NO. 20211140468, OF OFFICIAL RECORDS. BLANKET IN NATURE, NOT PLOTTED HEREON.
5. SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS RECORDED FEBRUARY 4, 2022 AS INSTRUMENT NO. 20220146622, OF OFFICIAL RECORDS. (SEE SHEET 5).
6. STORM DRAIN EASEMENT PER DOC# 20211791448 RECORDED 12/03/21, O.R. (SEE SHEET 5).
7. PALMDALE IRRIGATION DISTRICT, HOLDER AN EASEMENT FOR ACCESS, AS DISCLOSED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED DECEMBER 3, 2021 AS INSTRUMENT NO. 20211791448, OF OFFICIAL RECORDS. BLANKET IN NATURE, NOT PLOTTED HEREON.

PROPOSED DEDICATION:

A. PORTION OF PEARBLOSSOM HIGHWAY DEDICATED HEREON.

Line Table		
Line #	Bearing	Length
L35	S89°44'28"W	49.99'
L36	S80°47'48"E	91.24'
L37	N45°47'48"E	20.68'
L38	N59°22'30"W	26.06'
L39	S89°44'29"W	5.83'
L40	N89°44'28"E	49.96'
L41	S00°23'17"E	15.00'
L42	N00°15'32"W	15.00'
L43	N00°15'32"W	15.00'
L44	N89°44'28"E	59.79'
L45	N89°44'28"E	5.50'
L46	N89°44'28"E	15.00'
L47	N89°44'28"E	28.53'
L48	S89°36'00"W	15.00'
L49	S89°35'59"W	38.50'
L50	N49°06'48"W	16.40'
L51	N45°47'47"E	51.63'

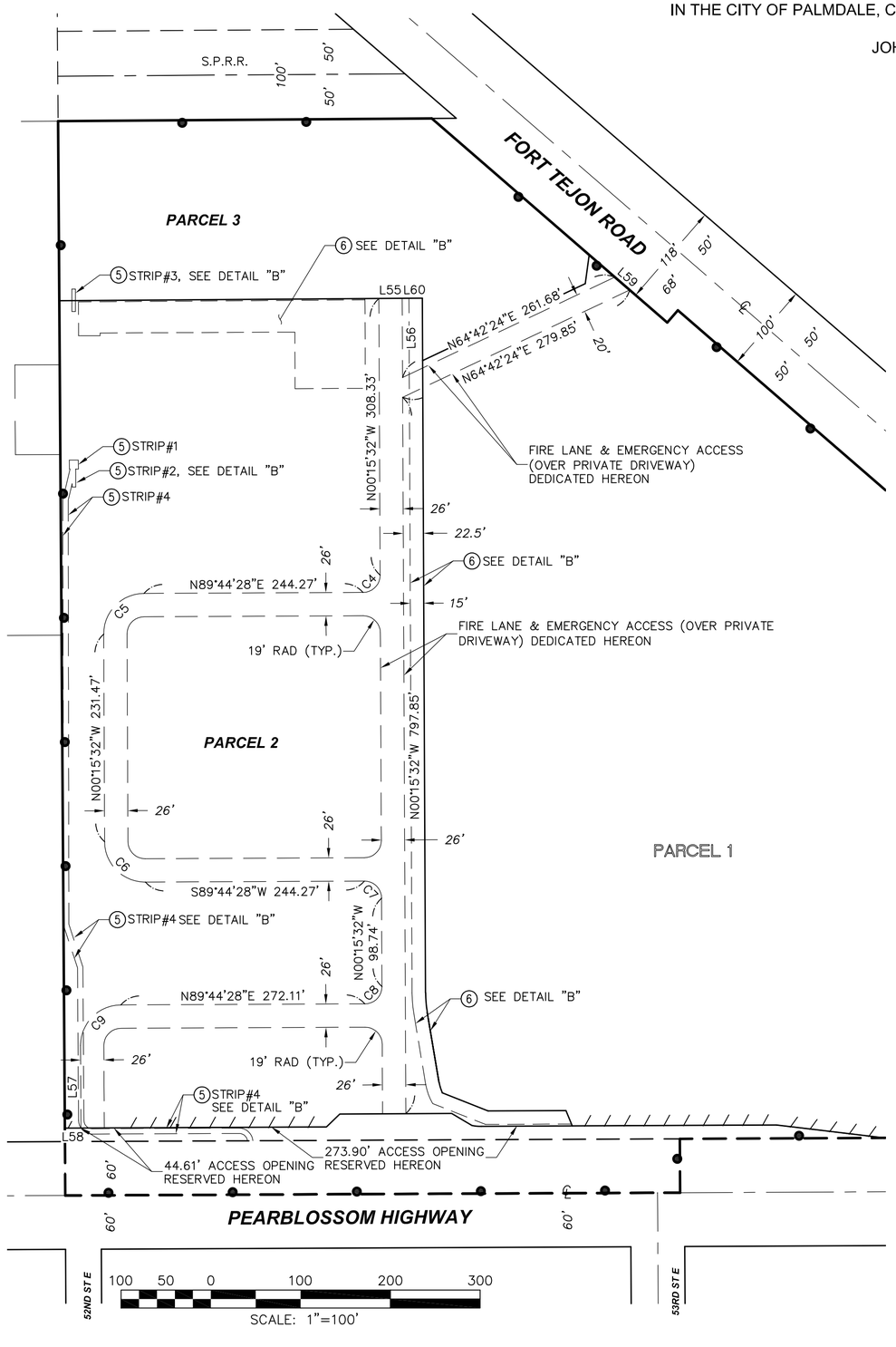
Curve Table			
Curve #	Radius	Delta	Length
C3	57.00'	10°35'14"	10.53'

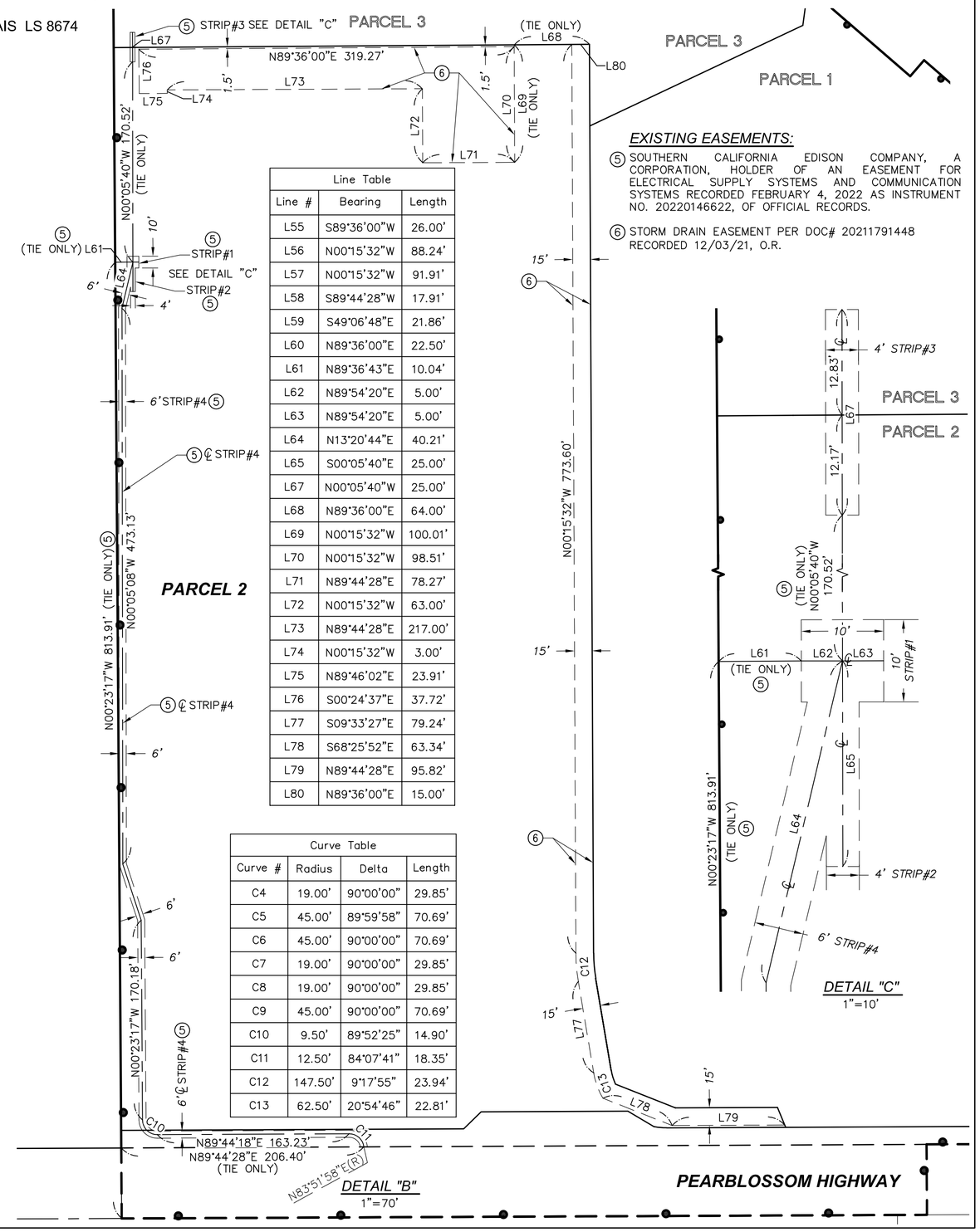
3 PARCELS
GROSS AREA = 28.84 AC.
NET AREA = 23.11 AC.

PARCEL MAP NO. 83189

IN THE CITY OF PALMDALE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

JOHN P. GERVAIS LS 8674





EXISTING EASEMENTS:

5 SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS RECORDED FEBRUARY 4, 2022 AS INSTRUMENT NO. 20220146622, OF OFFICIAL RECORDS.

6 STORM DRAIN EASEMENT PER DOC# 20211791448 RECORDED 12/03/21, O.R.

Line Table

Line #	Bearing	Length
L55	S89°36'00"W	26.00'
L56	N00°15'32"W	88.24'
L57	N00°15'32"W	91.91'
L58	S89°44'28"W	17.91'
L59	S49°06'48"E	21.86'
L60	N89°36'00"E	22.50'
L61	N89°36'43"E	10.04'
L62	N89°54'20"E	5.00'
L63	N89°54'20"E	5.00'
L64	N13°20'44"E	40.21'
L65	S00°05'40"E	25.00'
L67	N00°05'40"W	25.00'
L68	N89°36'00"E	64.00'
L69	N00°15'32"W	100.01'
L70	N00°15'32"W	98.51'
L71	N89°44'28"E	78.27'
L72	N00°15'32"W	63.00'
L73	N89°44'28"E	217.00'
L74	N00°15'32"W	3.00'
L75	N89°46'02"E	23.91'
L76	S00°24'37"E	37.72'
L77	S09°33'27"E	79.24'
L78	S68°25'52"E	63.34'
L79	N89°44'28"E	95.82'
L80	N89°36'00"E	15.00'

Curve Table

Curve #	Radius	Delta	Length
C4	19.00'	90°00'00"	29.85'
C5	45.00'	89°59'58"	70.69'
C6	45.00'	90°00'00"	70.69'
C7	19.00'	90°00'00"	29.85'
C8	19.00'	90°00'00"	29.85'
C9	45.00'	90°00'00"	70.69'
C10	9.50'	89°52'25"	14.90'
C11	12.50'	84°07'41"	18.35'
C12	147.50'	9°17'55"	23.94'
C13	62.50'	20°54'46"	22.81'

City Council Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **All**

SUBJECT: **APPROVE PURCHASE ORDER NO. 20230016 WITH PLUMBER'S DEPOT FOR ONE (1) NEW GAPVAX MC1510-3S4S COMBINATION JET/VACUUM TRUCK IN AN AMOUNT NOT TO EXCEED $549,945.72**

ISSUE

Approve Purchase Order No. 20230016 with Plumber's Depot for One (1) New GapVax MC1510-3S4S Combination Jet/Vacuum Truck in an amount not to exceed $549,945.72.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Purchase Order No. 20230016 with Plumber's Depot for One (1) New GapVax MC1510-3S4S Combination Jet/Vacuum Truck, in an amount not to exceed $549,945.72.

2. Authorize the Interim City Manager or her designee to authorize Purchase Order No. 20230016 with Plumber's Depot, including minimal and/or non-substantive changes.

BACKGROUND

With the adoption of the Fiscal Year 2022-2023 Budget, the City approved the purchase of a replacement GapVax combination jet/vacuum truck for the Maintenance Division.

The City is utilizing cooperative pricing through Sourcewell Contract No. 101221-GPV with GapVax, Inc. for the purchase of this vehicle. This cooperative agreement has an initial four-year term effective from December 20, 2021 through November 29, 2025, with an option to renew for one (1) additional one-year period through November 29, 2026 at Sourcewell's discretion. The vehicle will be purchased from Plumber's Depot, who is the exclusive distributer of GapVax Combination Jet/Vacuum Trucks for the lower region of California, including Southern California and the lower portions of Central California.

DISCUSSION

The current GapVax combination jet/vacuum truck is used daily by Street Maintenance for storm drain and catch basin cleaning and maintenance. The existing truck is a 2011 model that has over 74,000 miles and over 8,000 hours of use, which is equivalent to 350,000 miles. Based on its age and usage, it qualifies for replacement under the City's Fleet Replacement Policy.

With the purchase of the new GapVax MC Series Combination Jet/Vacuum Truck (MC1510-3S4S), the City will be trading in the current GapVax truck to Plumber's Depot. In return, the City will receive a discount of $45,000 off the cost of the new vehicle.

Staff recommends that the City Council Approve purchase order 20230016 with Plumber's Depot for One (1) New GapVax MC1510-3S4S Combination Jet/Vacuum Truck in an amount not to exceed $549,945.72.

FISCAL IMPACT

The purchase order amount for One (1) New GapVax MC1510-3S4S Combination Jet/Vacuum Truck for FY 2022-2023 will not exceed $549,945.72. Sufficient funds are budgeted in Fleet Maintenance Account 15433006-774400.

STRATEGIC PLAN

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

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

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Chuck Heffernan, Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Purchase Order No. 20230016 Plumber's Depot
2. Sourcewell Contract No. 101221-GPV
3. Plumber's Depot Quote 28033 – GapVax

CITY OF PALMDALE

Purchase Order

PURCHASING DIVISION
PHONE: (661) 267-5444 FAX (661) 267-5454
BILL TO: ACCOUNTS PAYABLE
38300 Sierra Highway
Palmdale, CA 93550
(661) 267-5460

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # 20230016

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR
PLUMBERS DEPOT INC
3921 W 139TH STREET
HAWTHORNE, CA 90250
Fax: 310 355-1711

SHIP TO
ADAM DYER
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST
PALMDALE, CA 93550
Email: adyer@cityofpalmdale.org
Phone: 661-267-5338

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
866-422-2156 X115	310 355-1711	230110	Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
07/21/2022	3976	07/20/2022	DESTINATION/NET 45	STREET MAINTENANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	2023 MC1510-3S4S GAPVAX Combo Truck The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	2023 MC1510-3S4S GAPVAX Combo truck for sewers THIS PURCHASE ORDER IS PENDING CITY COUNCIL APPROVAL ON SEPTEMBER 7, 2022. SOURCEWELL CONTRACT NO. 122017-GPV ESTIMATE# 28033	1.0	EA	$549,945.72	$549,945.72
	15433006 - 774400				***$549,945.72***
	Commodity Code: 07000-00 AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION EQUIPMENT (INCLUDING TRAILERS) (EFFECTIVE 1-1-06 THIS CLASCTIVATED, REFER TO CLASSES 071, 0ND 073)				

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

By: _____
Approved City Representative

VENDOR COPY

Sales Tax	$0.00
Order Total	**$549,945.72**

1. **ACCEPTANCE** ACCEPTANCE OF THIS PURCHASE ORDER BY THE VENDOR IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY TERM OR CONDITION STATED BY THE VENDOR IN ANY PRIOR PROPOSAL , ON VENDOR'S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY THE BUYER. ANY SUCH TERM OR CONDITION SHALL BE INAPPLICABLE TO THIS ORDER UNLESS EXPRESSLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE MERCHANDISE COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF VENDOR'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY VENDOR SHALL CONSTITUTE ACCEPTANCE OF THIS OFFER AND ALL OF ITS TERMS AND CONDITIONS; SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE MERCHANDISE ORDERED; INFORMING THE BUYER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING VENDOR'S OWN FORM OF ACKNOWLEDGEMENT.

2. **PRICE AND DELIVERY** Vendor shall furnish the merchandise covered by this order (which may consist of or include services of a non-technical and non-professional nature or construction work) in accordance with the prices and delivery schedule stated on the face of this order. If prices or delivery dates are not stated, Vendor shall offer its lowest prices or best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales taxes which are separately shown where applicable. Vendor warrants that the prices charged for the merchandise ordered will be as low as the lowest price charged by the Vendor to any customers purchasing similar merchandise in the same or smaller quantities and under like circumstances.

3. **PAYMENT** Buyer shall pay to Vendor the full sales price within forty five (45) days of invoice date, or sooner if otherwise specified on the face of this order.

4. **PACKING AND SHIPPING** Vendor warrants that prices include all charges for packing, crating, and transportation to F.O.B. point. All merchandise shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain the lowest shipping rates and to assure adequate protection of the merchandise in shipment and storage and its arrival at F.O.B. point in undamaged condition. An itemized packing list shall accompany each shipment.

5. **F.O.B, TITLE AND RISK OF LOSS** Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order . If transportation is F.O.B. Vendor's location, Vendor shall bear all risk of loss or damage to the merchandise, and title shall not shift to Buyer, until delivery of the merchandise to Buyer's designated location.

6. **INVOICING** After shipping or otherwise providing merchandise under this order, Vendor shall send a separate invoice, in duplicate, including item numbers and accompanied by a bill of lading or express receipt. The time for payment of Vendor's invoices shall commence upon the date of actual receipt of merchandise and acceptable invoices consistent with the requirements of this order.

7. **ADVANCE SHIPMENTS AND COMMITMENTS** Buyer may, at its option, either merchandise received in advance of the delivery schedule set forth herein, or return it to Vendor at Vendor's risk and expense. If retained, time for payment and discount, if any, shall be based upon scheduled delivery dates. Vendor shall place all orders for, and schedule deliveries of materials necessary for its performance under this order at such times as will enable Vendor to meet, but not unreasonably anticipate, the stated delivery schedule. In the event of termination of or changes to this order, Buyer shall not be liable for any charges or costs arising form commitments by Vendor for the acquisition of materials, or work performed, in advance of the time necessary to meet the specified delivery schedule, unless Buyer has given its prior written consent to such advance commitments or work.

8. **CHANGES** Buyer may, by written change order, suspend performance in whole or in part, make changes in quantities, in drawings, designs or specifications, in the method of shipment or packing in the time or place of delivery, or require additional or diminished work. If any such changed causes an increase or decrease in the cost of or the time required for, performance of this order, an equitable adjustment shall be made in the contract price or delivery dates, or both and this order shall be modified in writing accordingly. Any claim for adjustment under this Section 8 may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Vendor of the change order. No change order will be binding on Buyer unless issued and signed by an authorized representative of Buyer's purchasing department. Nothing in this Section 8 shall excuse Vendor from proceeding with the order as changed.

9. **INSPECTION** Final inspection and acceptance of the merchandise shall be at the F.O.B. point unless otherwise specified in this order. Such inspection shall be in accordance with the customary established inspection procedures of Buyer at the location where the merchandise is received. Buyer reserves the right to use sampling procedures for the acceptance or rejection of any or all items ordered. If a lot is rejected by the sampling procedure, the entire lot may be returned to Vendor for screening at the Vendor's expense or, at the option of Buyer, the rejected lot may be screened by Buyer at Vendor's expense, and the costs thereof shall be deducted from Vendor's invoice. Buyer may reject any merchandise which contains defective materials or workmanship or does not conform to specifications or samples. In such event, Buyer may, at its option, and upon written notice to Vendor: (i) rescind this order as to such merchandise; (ii) accept such merchandise at an equitable reduction in price; or (iii) reject such merchandise and require the delivery of replacements. Deliveries of replacement merchandise shall be accompanied by a written notice specifying that such merchandise is a replacement. If Vendor fails to deliver required replacements promptly, Buyer may: (I) replace or correct such merchandise and charge the Vendor the cost thereby incurred by Buyer; or (ii) terminate this order for cause as provided in Section 16 hereof. The rights of Buyer under this Section 9 are in addition to any other rights or remedies herein or by law.

10. **WARRANTIES** In addition to all other warranties, expressed or implied, Vendor warrants that the merchandise will be: (I) free from defect in workmanship and materials; (ii) free from defects in design except to the extent that such merchandise complies with the specifications provided by Buyer, (iii) suitable for purposes, if any, which are stated on the face of this order or in any attachments hereto; and (iv) in conformity with all other requirements of this order. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance and payment.

    In addition to all other rights Buyer may have, if merchandise is determined not to e as warranted within a period of one (1) year acceptance by Buyer, Buyer may return such merchandise to Vendor, at Vendor's expense, for correction, replacement or credit, as Buyer may direct. Any merchandise corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement merchandise, be subject to the provision of this Section 10 for the same period and to the same extent as merchandise initially furnished pursuant to this order.

11. **PROPRIETARY INFORMATION** All written information obtained by Vendor from Buyer concerning this order, and which is identified as proprietary by Buyer, shall be received in confidence and shall remain the property of the Buyer, and shall be used and disclosed by Vendor only to the extent necessary for performance of this order.

12. **COMPLIANCE WITH LAWS** Vendor shall comply with all federal, state and local laws, ordinances, rules and regulations in the manufacture and sale of the merchandise (including the performance of any services or construction work). Vendor will defend and hold Buyer harmless from any loss, damage or costs attributable to or arising out of any actual or alleged violation of any such law, ordinance, rule or regulation.

13 **USE OF VENDOR'S LITERATURE** Buyer shall have the right, at no additional charge, to use and reproduce the Vendor's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Vendor shall advise Buyer in writing of any updated information relating to the foregoing literature and documentation.

14. **LIABILITY FOR INJURY** Vendor shall indemnify Buyer against any loss and liability for all personal injury and property damage caused by the merchandise sold or the services of construction work.

15. **ASSIGNMENT PROHIBITED** Vendor shall not assign this order, or any rights or obligations hereunder, without the prior written consent of Buyer, and no attempted or purported assignment by Vendor shall be binding on Buyer without such written consent.

16. **DEFAULT AND TERMINATION** Buyer may, by written notice of default to the Vendor, terminate this order, or any part thereof, under the following circumstances:
    A. If Vendor fails to deliver the merchandise (or to commence performance of any services or construction work included therein) in accordance with the delivery schedule specified herein, or any extension thereof; or if vendor fails to perform any other provision of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and any such failure or default is not cured within ten (10) days after written notice from the Buyer, or
    B. In the event of the appointment of a trustee, receiver or liquidator for all or a portion of Vendor's property, or the institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the Vendor, or any assignments by Vendor for the benefit of creditors.

    Upon any termination to this Section 16, Buyer may purchase similar merchandise elsewhere, or secure the delivery of the merchandise by contract, or otherwise and Vendor shall be liable to Buyer for any excess cost to Buyer; provided, however, that Vendor shall not be liable for such excess costs when the delay of Vendor in performing or in making deliveries is due to causes beyond the control and without fault or negligence on the part of the Vendor. No cause shall constitute a basis for excusable delay unless Vendor has notified Buyer in writing of the existence of such cause within ten (10) days from the commencement thereof. The rights and remedies of Buyer under this Section 16 shall not be exclusive and are in addition to all other rights and remedies provided by law or by the terms and condition of this order.

17. **WAIVER** Buyer's failure to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to Buyer under this order, shall not be construed as a waiver of any provision of this order, and the same shall continue in full force and effect. If any provision of this order is determined by a court of competent jurisdiction to be void or otherwise unenforceable, the other provisions of this order shall not be affected thereby.

18. **DISPUTE RESOLUTION** Disputes regarding the interpretation or application of any provisions of this order shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce or interpret any provisions of this order, 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.

19. **GOVERNING LAW** The validity, performance and construction of the order, including all terms and conditions thereof, shall be construed in accordance with and governed by the laws of the State of California.

20. **ENTIRE AGREEMENT** This order, its terms and conditions, and any supplemental attachments, addenda or riders annexed hereto by Buyer, contain the entire agreement between the parties as to the subject matter hereof, and replace and supersede any prior or contemporaneous communications, representations or agreements, whether written oral, with respect to such subject matter, unless specifically provided otherwise herein.

21. **NOTICES** All notices, demands, requests or approvals to be given in connection with this order shall be in writing and delivered in person or by mail, postage prepaid, and addressed to the other party at the address set forth on the face of this order, or to such other address as may be subsequently be designated in writing by either party.

22. **SPECIAL PROVISIONS** Notwithstanding any terms or conditions herein above, to the contrary, the Special Provisions set forth in Attachment A, attached hereto, shall be deemed to be incorporated herein by reference and shall be binding on Vendor and shall superceded any provision of this Purchase Order set forth herein above which are in conflict therewith.

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Solicitation Number: RFP #101221

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and GapVax Inc., 575 Central Avenue, Johnstown, PA 15902 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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 non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/23/2021 | 8:50 PM CST

GapVax Inc.

DocuSigned by:
Gary A. Poborsky
97DECE6A2796467...

By: _____
Gary A. Poborsky
Title: President
Date: 12/20/2021 | 11:24 AM CST

Approved:

DocuSigned by:
Chad Coauette
7E42B8F817A64CC...

By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 12/20/2021 | 11:25 AM CST

RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies

Vendor Details

Company Name:	GapVax Inc
Address:	575 Central Ave. Johnstown, PA 15902
Contact:	Matt Hughes
Email:	mhughes@gapvax.com
Phone:	814-535-6766 357
Fax:	814-539-3617
HST#:	25-1633228

Submission Details

Created On:	Wednesday September 01, 2021 09:42:15
Submitted On:	Tuesday October 12, 2021 14:06:26
Submitted By:	Matt Hughes
Email:	mhughes@gapvax.com
Transaction #:	8fa7ef9f-d273-42c6-9d49-164f2c639801
Submitter's IP Address:	207.255.5.150

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	GapVax Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	There are no subsidiary entities.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	There are no assumed names or DBA names.	*
4	Proposer Physical Address:	GapVax Inc. 575 Central Avenue Johnstown, PA 15902	*
5	Proposer website address (or addresses):	www.gapvax.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Gary A. Poborsky President GapVax Inc. 575 Central Ave. Johnstown, PA 15902 gary@gapvax.com M 814-242-4140	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Matt Hughes Senior Vice President, Sales GapVax Inc. 575 Central Ave. Johnstown, PA 15902 mhughes@gapvax.com M 814-322-7724	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Betty Smith Vice President, Administration GapVax Inc. 575 Central Ave. Johnstown, PA 15902 betty@gapvax.com 814-535-6766 x322	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	GapVax Inc. can trace its history back to one of the worst natural disasters in Pennsylvania's history. The Johnstown Flood of 1977 resulted from 11 ½ inches of rain falling in 10 hours and the failure of 6 area dams, pouring 128 million gallons of water into the small steel town. Not long after the devastating flood, a soon-to-be entrepreneur named Gary Poborsky sprang into action. He quit his job, purchased a used septic pumper truck, and went to work in his hometown helping clean flooded factories and churches, cleaning storm and sanitary sewers, and assisting with other clean-up work within Johnstown's residential and industrial community. Gary's modest venture eventually became GAP Pollution & Environmental Control, Inc. Through tireless effort and unwavering support from his wife Rose, Gary turned his one-truck start-up into an entire fleet of industrial vacuum and municipal sewer cleaning trucks. To this day, GAP Pollution & Environmental Control is an industry leader offering wet/dry vacuuming, hydro excavation, and sewer cleaning throughout North America. Several years after starting their service business, Gary and Rose were so frustrated with maintenance issues and costly downtime associated with the products they were purchasing, they decided to try their hand at building a better mousetrap. As a result, in 1989, the first GapVax vacuum truck was introduced to the market. By 1994, GapVax Inc. was a full-fledged corporation. Since its inception, Gary has operated GapVax with this business philosophy: We will design and build the highest quality hydro excavation and sewer cleaning equipment that requires the least maintenance costs and the lowest long-term ownership cost. As Gary and Rose approach their 45th year in business, they remind their employees, dealers, vendors, and family members that every company will succeed if they focus on the people -- not just our valued employees and customers, but the people in our community -- just like Gary did after the Johnstown flood. So as we continue to grow into new markets and develop new products, we do so with the corporate mission of "Being good stewards of the communities where we work, live, and play."	*

10	What are your company's expectations in the event of an award?	We expect current and future Sourcewell members to purchase GapVax products to add industry-leading equipment to their fleet and achieve their goals of safely exposing and cleaning underground utilities, storm sewers, and sanitary sewers. Our ever-growing dealer network stands ready to support Sourcewell members with a standard of excellence that aligns with our corporate mission. By doing so, we expect to create new relationships with Sourcewell members and grow our government and education market share.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see the GapVax Financial Information file that has been uploaded as part of our proposal.	*
12	What is your US market share for the solutions that you are proposing?	As a privately held, family-owned business, GapVax considers our market data confidential. However, we are very proud of the growth we've experienced since our first Sourcewell contract in 2018 and feel this is vital information to share. Before 2017, we manufactured between 60 to 90 machines a year and were at maximum capacity due to facility constraints. To help with our goal of continued growth, we completed two major capital expansion projects, one in 2017 and another in 2020. This investment gained a total of 160,000 sq. ft. of additional manufacturing space. As a result, our sales increased an average of 17.3% each year from 2017 to 2020. We attribute this growth to two main factors: 1) The sales acceleration from our initial Sourcewell contract award, and 2) The manufacturing space added to support the increased sales.	*
13	What is your Canadian market share for the solutions that you are proposing?	As a privately held, family-owned business, GapVax considers our market data confidential. However, we are very proud of the growth we've experienced since our first Sourcewell contract in 2018 and feel this is vital information to share. Before 2017, we manufactured between 60 to 90 machines a year and were at maximum capacity due to facility constraints. To help with our goal of continued growth, we completed two major capital expansion projects, one in 2017 and another in 2020. This investment gained a total of 160,000 sq. ft. of additional manufacturing space. As a result, our sales increased an average of 17.3% each year from 2017 to 2020. We attribute this growth to two main factors: 1) The sales acceleration from our initial Sourcewell contract award, and 2) The manufacturing space added to support the increased sales.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, GapVax Inc. never petitioned for bankruptcy.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) GapVax Inc. is the manufacturer of GapVax branded equipment. Our dealers are independently owned and operated, not owned by GapVax Inc. The dealers handle most of the sales process, including equipment demonstrations, quotation, fulfillment, and all service work associated with GapVax products.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The Commonwealth of Pennsylvania licenses GapVax Inc. as a "VEHICLE MANUFACTURER" and a "VEHICLE DEALER." In addition, our Pennsylvania-based sales force has "VEHICLE REPRESENTATIVE" licenses also issued by the Commonwealth of Pennsylvania. Other licenses include State Sales Tax License, Business Privilege License, Pennsylvania State Vehicle Inspection License, State of Texas Converters License, State of Texas Vehicle Dealer License, Florida Manufacturer License, Louisiana Converter License, Kentucky Motor Vehicle Component License, National Association of Trailer Manufacturers Certificate of Compliance, and a Minnesota Workforce Certificate of Compliance. GapVax Inc. is registered with the Secretary of State in each state that is required.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	GapVax Inc. has no Suspension or Disbarment notices to report.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	2021 - Ralph Macchio Lifetime Achievement Award - The pumping industry's highest honor was awarded this year during the WEQ Fair in York, Pennsylvania, recognizing Gary Poborsky, owner of GapVax, for his 44 years of dedication and commitment to the industry. This award epitomizes the saying, "The best compliment any professional can receive is praise from another within their discipline." More information can be found at https://www.plumbermag.com/how-to-articles/gapvax-weq-fair-inc/macchio-achievement-award-to-be-presented-at-upcoming-weq-fair 2016 - Gary & Rose Poborsky, Cambria Regional Chamber of Commerce Business Hall of Fame Inductees - The Cambria Regional Chamber of Commerce, and Junior Achievement of Western Pennsylvania sponsor an annual award ceremony to celebrate the lives of extraordinary leaders whose achievements have enhanced the cultural, civic and economic growth of our region. The following link is the video submitted for their induction ceremony https://youtu.be/5plz7v45LsU	*
19	What percentage of your sales are to the governmental sector in the past three years	Our percentage of sales in the last three years to the government sector is: 2018 = 34% 2019 = 28% 2020 = 44% Average 35%	*
20	What percentage of your sales are to the education sector in the past three years	GapVax Inc. chooses to combine the education sector into government sales. Our percentage of sales in the last three years to the government sector is: 2018 = 34% 2019 = 28% 2020 = 44% Average 35%	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Please see our GapVax Cooperative Purchasing Contract list that has been uploaded as part of our proposal.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GapVax Inc. does not currently hold a GSA Contract. However, we have a dealer that holds a GSA multiple award schedule that we utilize.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Ventura	Frank Palmer	805-652-4573	*
City of Santa Ana	Edwin Sosa	714-472-7106	*
Santa Margarita Water District	Bill Webster	949-289-3327	*
Cape May County MUA	John Reardon Jr.	609-465-3968	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City in TX	Government	Texas - TX	Sewer Cleaner, Hydro-Excavation	Avg $338,350.00	$1,015,054.00	*
County in CA	Government	California - CA	Sewer Cleaner	Avg $316,962.00	$950,888.00	*
State Transportation Agency, PA	Government	Pennsylvania - PA	Sewer Cleaner	Avg $306,000.00	$918,005.00	*
City in OH	Government	Ohio - OH	Sewer Cleaner	Avg $290,248.00	$870,745.00	*
City in KY	Government	Kentucky - KY	Hydro-Excavation	Avg $244,730.00	$489,461.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

25	Sales force.	The GapVax sales team relies heavily on government markets to achieve corporate sales goals. Our teams consist of 6 Regional Sales Managers that oversee 22 Municipal Government dealers and two Federal Government dealers in the North American market. The Regional Sales Managers (RSM) go through an extensive factory training program that includes a minimum of 30-days on the shop floor, shadowing various disciplines. They spend most of their time working with the Quality Control team learning deep-dive inspection techniques that include testing, verification, adjustment, validation, test drives, and standard field repairs. Our customers and dealers value our rigorous internal training program and often refer to our RSM's as the most knowledgeable Subject Matter Experts in the industry. After training, the RSM's are deployed into the government sector to develop relationships with city, county, and state fleet managers, sewer, water, and wastewater department heads, and customers in the federal and educational markets. The RSM's also work with GapVax dealers to provide product training and a greater understanding of the Sourcewell sales process. The GapVax dealer is ultimately responsible for promoting and supporting the GapVax products they sell. In reference to the potential Sourcewell Sewer, Vacuum, Hydro-Excavation Equipment contract, the RSM's would promote the contract to state and local government officials who either do not have their own state purchasing contract or have limited products in their existing state contracts. If awarded, the RSM's will promote these resources to their dealers and partners throughout North America: 1) Sourcewell Sales Accelerator Seminar 2) Sourcewell University 3) Sourcewell New & Reclaimed Participating Agency Update	*
26	Dealer network or other distribution methods.	GapVax dealers are known for their dedication to providing best-in-class sales and customer service. Our ever-growing dealer network stands ready to support Sourcewell members with a standard of excellence that aligns with our corporate mission of "Being good stewards of the communities where we work, live, and play." GapVax dealers are privately-owned companies that are the link between GapVax and the end-user. Our dealers' sales managers oversee a team of representatives responsible for selling and marketing in their exclusive territories. In addition, each dealer is required to stock replacement parts and provide in-house and (or) on-site service and repair. GapVax dealer Tina and Cory McDonough of One.7 in Ravensdale, WA, are excellent examples of "Being good stewards of the communities where we work, live, and play." Their tireless pursuit of cancer awareness led them to start the Valley Girls & Guys foundation. Their once-small endeavor has grown into a thriving community service organization in the pacific northwest. More information on their public service can be found at: https://www.1point7.com/breast-cancer-awareness-wa-ca-az-nv-ak-nj-ut--three-day and https://valleygirlsandguys.org/ Having 22 GapVax dealer locations across North America, the likelihood of each of them establishing a thriving non-profit charity is not realistic, but that doesn't stop us from promoting the success of Cory and Tina McDonough and using community service as criteria for evaluating dealer success. For a complete list of Dealers, please reference the attached file GAPVAX DEALER AND SERVICE MAP. For more information on our dealer One.7 please see file GAPVAX MEET THE DEALER - ONE7	*
27	Service force.	In addition to two factory-owned service centers, one in Pennsylvania and the other outside of Houston, TX, GapVax uses channel partners as our service force to provide service, repair, and warranty support to our end-user customers. Our government sales sector has 22 dealers in the United States and Canada to meet the vast needs of Sourcewell members. We also utilize 16 factory-authorized service and repair facilities to offer added support outside our dealer network. The independently owned facilities provide in-house and (or) on-site service, repair, warranty, and equipment rental. Often our service force will act as a "force-multiplier" by identifying additional sales opportunities while providing first class service, repair, and warranty. For a complete list of service providers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell members will follow our Dealer-to-Government order process. The order process begins with the GapVax quote document. It is available on our web-based GapVax dealer portal and updated as needed. The dealer will download the current document revision and work with the Sourcewell member to develop a quotation that best suits their needs. Next, the finalized quotation is sent to GapVax Inc for engineering review. After engineering's final approval, the quote is logged into our document control system, awaiting the purchase order. Finally, the Sourcewell member or GapVax dealer is notified of engineering approval and submits the purchase order to the GapVax Regional Sales Manager for processing, noting the Sourcewell contract number on the PO. After the product is built, the dealer or GapVax Inc. will coordinate the delivery to the Sourcewell member. Upon final acceptance of the product, GapVax Inc., at its discretion, can invoice the Sourcewell member directly or elect to have the dealer invoice them (referencing the Sourcewell contract number.) Having all PO's sent to our Regional Sales Managers ensures the orders are correctly entered and monitored for accurate quarterly reporting.	*

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Unless the Sourcewell member is within the geographic parameters of our two factory-direct service centers, the support of GapVax equipment occurs at our nationwide dealer network or our 16 factory-authorized service, warranty, and repair centers. The preferred method for scheduling warranty, service, or repair is to call ahead. Some locations offer drive-in service, and some provide field service capabilities that allow service work at the customer's site. Our directive is to respond within 24 hours of the customer's initial contact. Turnaround time is based on the scope of work required for the repair or service. The corporate office has trained service representatives on-call 24 hours a day, seven days a week, to support the customer, dealer, or service centers. While the post-sale customer service ultimately falls to the dealer or service network, the around-the-clock support offered by GapVax to our service and repair technicians ensures each member receives a consistent customer experience. When appropriate, customer service issues are elevated to the Regional Sales Managers, General Manager of Warranty and Service, Vice President of Sales, and, if necessary, the company President for resolution. For a complete list of dealers and service centers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	As described in some of the earlier questions, the GapVax government sales team utilizes 6 Regional Sales Managers that oversee 22 Municipal Government dealers and two Federal Government dealers. GapVax will promote the awarded Sourcewell contract to all current and future members of the government and educational sectors across North America. GapVax also utilizes factory-authorized service and repair facilities to offer added support outside our dealer network. Often our service force will act as a "force-multiplier" by identifying additional sales opportunities while providing first class service, repair, and warranty.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	As described in some of the earlier questions, the GapVax government sales team utilizes 6 Regional Sales Managers that oversee 22 Municipal Government dealers and two Federal Government dealers. GapVax will promote the awarded Sourcewell contract to all current and future members of the government and educational sectors across North America. Pre-pandemic, GapVax was negotiating with dealers in Canada to promote the Canoe Procurement Group, a Sourcewell partner in Canada. Unfortunately, international travel restrictions have temporarily sidelined the project. However, we fully intend to move forward with this plan and look forward to improving our coverage in Canada.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	GapVax will promote the use of the awarded Sourcewell contract to all current and future members in the United States, including Alaska and Hawaii, and Canada.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	GapVax will promote the use of the awarded Sourcewell contract to all current and future members in all participating entity sectors.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	GapVax will serve all current and future Sourcewell members and market segments in Hawaii, Alaska, US Territories, and Canada. Factory freight will be calculated at quoting and will be included on the quote to the Sourcewell member.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	GapVax will market the proposed Sourcewell contract through: a) Marketing staff and dedicated budget for marketing material and collateral items b) Internal and external staff communicating with government, end-users, and dealers c) Marketing campaigns using print media, digital media, online display ads, online and print buyers guides, e-blasts, e-newsletter, and social media (samples uploaded) d) Training of GapVax staff and dealers at annual dealer meeting, regional dealer meetings, corporate open house, and GapVax dealer's open house e) Maintaining a robust GapVax presence at tradeshows and association events such as WWETT, APWA Regional Shows, CWEA, WJTA, WEQ, Utility Expo, PA Safety Days, Tri State Seminar, NASTT No-Dig Show, TWUA, and TML, etc. f) Continued GapVax dealer network expansion g) GapVax dealer-only portal to access government sales tools such as the Sourcewell Contract, explanation of benefits, product offering and who to contact with quoting or ordering questions. h) GapVax.com public website to access Sourcewell Contract video and general description of cooperative purchasing advantages. Visit www.gapvax.com/purchasing i) Marketing material and literature with product offerings to include Sourcewell logos and contract numbers (samples uploaded)	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	GapVax Inc's marketing department, Regional Sales Managers, dealers, and partner contributors will continue to use social media platforms, including Facebook, Instagram, LinkedIn, TikTok, and Twitter, to build brand awareness, display customer affinity, communicate best-in-class value, and drive leads to our channel partners who sell and support our products locally. In addition, we will utilize Digital Media, Online Display Ads, E-Blasts, E-newsletters, and other digital communications to deliver our message to Sourcewell members. For a sample of our digital communications, please reference the attached file GAPVAX E-NEWSLETTER SAMPLE.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Our view of Sourcewell's role in promoting contracts from this RFP includes a broad-coverage PR event announcing the contract award. Additionally, for optimum coverage, Sourcewell should issue individual news releases to each contract holder so they can distribute them through their PR channels. The integration of Sourcewell into our sales process is an ongoing activity that currently exists today. Sourcewell plays a key role in supporting our Regional Sales Managers in their pursuit of capturing new Sourcewell members, supporting existing Sourcewell members, and continuously educating our dealer network. If awarded, we will include the following tools in our plan: 1) Sourcewell Sales Accelerator Seminar 2) Sourcewell University 3) Sourcewell New & Reclaimed Participating Agency Update Further, we will invite our Sourcewell Contract Administrator to present Sourcewell's advantages at our annual dealer meeting, regional dealer meetings, and corporate open house.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	GapVax products are currently not available through e-procurement for government and education customers. However, we expect technology to advance to the degree that e-procurement platforms will one day easily adapt to our customer's procurement systems and have the capacity to configure very complex equipment combinations. When it comes to GapVax equipment, there are thousands of equipment configurations that could potentially overwhelm the end-user without the aid of a knowledgeable GapVax dealer. For the most part, government agencies still feel that working directly with the dealer will ensure they're getting equipment that best suits their needs.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	A large portion of our government sales occurs through our dealer network. These dealers are independent business owners and offer varying degrees of training. The minimum training included with purchase is one day on-site. However, most dealers provide an additional day of classroom training. Sourcewell members needing phone support can call GapVax 24 hours a day. Calls received after standard business hours are answered by an answering service. The answering service will contact an "on-call" GapVax employee to help attend to any pressing customer needs. GapVax also offers in-depth factory training at a reasonable cost to the end-user. This training takes place our newly expanded training department at GapVax's Headquarters in Johnstown, PA. The dates vary year by year. Topics include the following: Operator Basic Maintenance Operator Basic Troubleshooting Mechanic Basic Maintenance Mechanic Basic Troubleshooting When necessary, this training can be provided at the end-user's location. Please see the file GAPVAX TRAINING ANNOUNCEMENT for information on our newly expanded training department.	*

40	Describe any technological advances that your proposed products or services offer.	GapVax's most advanced technological offering is based on the "less is more" concept. Today's agencies are constantly pushed to save water. Seeing this as the wave of the future, GapVax partnered with German-based manufacturer Wiedemann Enviro-Tec, the inventors of water recycling technology for sewer cleaning equipment, to bring the GapVax Recycle JetVac to North America. Our Recycle JetVac is the only sewer cleaning recycling truck on the market that does not use mechanical filter screens or disposable filter cartridges as part of the water cleaning system. Instead, by using Wiedemann's tried-and-true "sedimentation system" for recycling the collected water, operators can work without interruptions from filter cleaning or filter failure from grease, sand or clay. As a result, pipe cleaning that once took several hours and wasted countless gallons of water can now be accomplished fast and efficiently. New to the GapVax product line is our VHX hydro excavator. Much like our GapVax HV, the most significant difference of the VHX is its ability to haul payload over the road legally. For example, government agencies can now legally move 15,000 pounds of wet or dry excavation spoils in states that strictly adhere to federal bridge laws. This ultra-light solution, combined with onboard weight scale technology, allows the operator to achieve maximum legal payload, reduce inefficiency from transporting partial loads, and ensures over-the-road safety by eliminating dangerously overweight loads.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	By following our corporate mission of "Being good stewards of the communities where we work, live, and play," our decision to utilize brownfield sites for our expansion plan was an easy one. According to the Johnstown Redevelopment Authority, "Cleaning up and reinvesting in brownfields increases the local tax base, facilitates job growth, utilizes existing infrastructure, takes development pressures off of undeveloped open land, and improves and protects the environment. Brownfield redevelopment is particularly critical in Johnstown because of the city's unique geography as a landlocked municipality. Adaptive reuse of Johnstown's limited available sites prevents urban sprawl and the destruction of one of Pennsylvania's biggest assets, its natural landscape." By one estimate, for every one acre of redeveloped brownfields, we save 4.5 acres of open space! Our capital expansion projects, one in 2017 and the other in 2020, reused turn-of-the-century steel mill buildings that were in disrepair, converting them into state-of-the-art manufacturing facilities encompassing 160,000 sq. ft. Several green initiatives, starting from the ground up, were considered when planning these projects. We designed our shop floors with radiant heat fed by high-efficiency 95% AFUE boilers that use significantly less energy than traditional methods. Radiant heat is also more efficient and requires less energy during winter, especially in manufacturing environments that utilize large overhead doors to reposition trucks. Any Pennsylvania trout fisherman will tell you the role that cool, clean water plays in the life cycle of our once-prolific State Fish, the native Brook trout. When choosing our roofing material, GapVax considered the impact of water runoff temperature and its harmful effect on the historic Stonycreek River that runs behind our facility. Using light-colored roofing material creates less heat; less heat means cooler water outflow from rainfall captured on our factory roofs. The Stonycreek, a once-damaged river that fell victim to decades of coal mining, steel making, and logging, is now making a comeback. In a report published by the Somerset Conservation District, the impact of public and private conservation initiatives are starting to pay off. "The comeback of water quality in the Stonycreek River watershed is one of Pennsylvania's greatest conservation success stories. The effort has taken nearly two decades, millions of dollars, and untold numbers of hours from professionals and volunteers alike to restore significant portions of the 486 square mile watershed. The public-private partnerships established to accomplish the task stand as a testimonial to innovation and determination in the broad field of resource conservation." Other efforts include a plant-wide use of energy-efficient LED lighting, a 4 million dollar investment in a high efficiency, state-of-the-art paint system designed to reduce VOC emissions, a computer-controlled paint mixing system that reduces waste by mixing precise quantities of paint, converting outdated cranes from inefficient DC power to highly efficient AC power, and a closed-loop water system designed to capture and reuse water in our QC test bays.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	All GapVax products offered will be compliant with the EPA (Environmental Protection Agency) Tier 4 requirements and CARB (California Air Resource Board), including products offered on clean-burning CNG (compressed natural gas) as an alternative to diesel engines.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	GapVax does not qualify as a WMBE, SBE, or veteran-owned business. However, most of our distributor/dealer partners are designated Small Businesses. Our support of Woman/Minority-owned business is evident in our partnership with Anna Johnson from AQUIP LLC. AQUIP was founded in October of 2018 and is the first and only known independently female-owned vacuum truck and environmental products dealership in the United States. You can learn more about AQUIP at https://www.aquipco.com/about Gary And Rose Poborsky founded GapVax Inc as an equal business partnership. Though the legal definition of Woman-Owned does not apply, Rose has played an active role in GapVax's success and will continue to guide our organization into the future. For more information on dealer AQUIP, please see the attached file GAPVAX MEET THE DEALER - AQUIP	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Our most unique attribute that will appeal to Sourcewell members is that our ownership structure is now and always has been a family-owned business. We are also proud to promote that GapVax employees have partial ownership of the company through our ESOP program. This program incentifies our employees to have a "customer-first" mentality while doing their jobs. Unlike most of our competition, GapVax is not owned and managed by an equity group or publicly traded company. This unique position allows us to change direction quickly based on our customer's needs. This flexibility, combined with our passionate pursuit of "Being good stewards of the communities where we work, live, and play," is how we've continued to grow in a highly competitive space. These beliefs may get overlooked at companies with absentee investors or a board of directors who have a "bottom line first" mentality when making decisions about customers and employees.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our warranty covers all the products we are proposing within the specified warranty period. Warranty coverage on GapVax products sold through our dealers includes parts and labor (or partial labor in some circumstances.) In addition, optional extended warranties are available to meet the needs of current and future Sourcewell members. For a sample of our warranty policy, please reference the attached file GAPVAX WARRANTY.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The standard municipal equipment warranty covers the equipment for one year. Optional extended warranties are available to meet the needs of current and future Sourcewell members. The limited warranty does not cover chassis components, defects due to misuse, abuse, and neglect, nor does it supersede the warranty of an original component manufacturer.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Warranty on GapVax products sold through our dealers covers parts and labor or partial labor, depending on the claim. The labor and travel reimbursement varies from dealer to dealer.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Certain areas of North America do not have dealer coverage. These areas function as factory-direct regions. In these regions, parts associated with warranty claims are covered, but labor is not. There are certain instances that GapVax will dispatch a factory technician to a customer's site. GapVax evaluates each instance on a case-by-case basis. For a complete list of dealers and service centers, please reference the attached file GAPVAX DEALER AND SERVICE MAP.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The standard municipal equipment warranty covers the equipment for one year. The limited warranty does not supersede the warranty of an original component manufacturer. Note: all items offered in response to this RFP will be covered by the warranty of GapVax Inc.	*
50	What are your proposed exchange and return programs and policies?	To date, no exchanges or returns have occurred on GapVax products ordered from a government entity. However, if the situation arises, GapVax Inc. will work with the customer and dealer on a case-by-case basis. We intend to provide the customer with the best-in-class value that is synonymous with GapVax products. In the event that a new and unused GapVax is shipped and delivered to a Sourcewell member and it is found that the unit does not meet the customer's intent, and the unit was quoted and ordered per the Sourcewell member's request or quote, GapVax Inc. may initiate up to a 30% restocking fee on the new and unused unit to cover additional transportation and costs associated with reselling the unit.	*
51	Describe any service contract options for the items included in your proposal.	GapVax dealers and service partners offer a variety of maintenance programs depending on the need of the Sourcewell member. Plans range from preventive maintenance contracts, full-service maintenance and repair contracts, or customer-specific service intervals based on the region of operation. Dealers and service partners provide pricing for these programs on a local level. Therefore, GapVax Inc. is not including service contract options with our proposal.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	GapVax Inc is offering manufactured goods only. Therefore, no services are being quoted in this RFP, and service performance standards and guarantees do not apply.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	GapVax Inc is offering manufactured goods only. Therefore, no services are being quoted in this RFP, and service performance standards and guarantees do not apply.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	GapVax Inc's payment terms are NET 30 with authorized municipal, government, or dealer purchase orders. We accept bank checks, ACH, and wire transfers.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	GapVax Inc. does not directly finance or lease equipment; we utilize third-party finance companies to assist our customers with their financing needs. When a finance need arises with a Sourcewell member, we try to partner with Sourcewell contract holders like NCL Government Capital.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The GapVax quote document is the beginning of the purchase process for a Sourcewell member. Document revision control is facilitated through the GapVax dealer portal, which is password protected for dealer-only access. The GapVax dealer portal ensures that the dealer presents the Sourcewell member with the most up-to-date quote version and avoids rejection due to an out-of-date document. To begin the quotation, the dealer selects the "Yes box" next to the question asking if the purchase occurs through Sourcewell. By selecting yes, the custom program populates the Sourcewell contract number on the cover page and automatically chooses the Sourcewell discounted price column, ensuring the Sourcewell member receives the preferred pricing promised. From there, the quotation process is relatively simple, and the Sourcewell member has a bonafide, binding, quote document in a matter of minutes. In addition, the opportunity for human error is significantly reduced because the custom-programmed quote document has unique identifiers alerting the GapVax Regional Sales Manager and accounting team to invoice and report all Sourcewell contract sales accurately. For a sample of our quote document, please reference the attached file GAPVAX QUOTE DOCUMENT.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	GapVax Inc. currently does not accept the P-card procurement and payment process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The GapVax Inc. pricing model is ceiling based with Sourcewell members receiving a percentage discount off of MSRP for each product category. For a complete price list, please reference the attached file GAPVAX SOURCEWELL PRICE LIST.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The percentage of discount for Sourcewell members is 2% off MSRP. In addition, GapVax dealers understand that the Sourcewell contract is ceiling price based and may offer additional discounts throughout the contract's life.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	GapVax dealers understand that the Sourcewell contract is ceiling price based and may offer additional discounts based on unit quantity.	*
61	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	GapVax will utilize open market pricing for the chassis portion of our equipment. The chassis is a sourced good that we will offer at Invoice + 3%. GapVax will also consider customization requests by Sourcewell members as open market or sourced goods negotiated between the GapVax dealer and Sourcewell member.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Outside of the chassis cost (as identified in question #61 regarding sourced goods), the other cost not included in the price list is delivery. Factory freight to the Sourcewell member is known at quoting and will be listed on their quote. Government agency requirements vary significantly from one agency to the next, as do the costs associated with these requirements. As a result, GapVax dealers may be required to offer pre-delivery inspections, on-site training, extended warranties, and service and repair contracts, which will be priced to the Sourcewell member at the time of quoting.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs from the factory to customers in the contiguous United States and adjoining Canadian provinces will be itemized on the quote and paid by the customer. GapVax may charge up to $4.00 per loaded mile to deliver the equipment. The dealer decides if the product will ship directly to the customer or the dealer's location. The dealer will be responsible for making contact with the customer to arrange final delivery and start-up training. Exceptions to this delivery fee are GapVax units built on truck chassis powered by CNG (compressed natural gas.) They require unique transportation methods and will be quoted at the time of the proposal.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	When deliveries are made to Alaska, Hawaii, Canadian territories, or offshore, the customer is responsible for the freight costs. GapVax Inc. and the customer will review these charges at the time of quoting. It is common for GapVax to work with the customer and utilize any specific delivery methods that work best for them.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Other than the delivery methods mentioned in #63 and #64, if a unique delivery situation exists that is better overall for the Sourcewell member, GapVax will work closely with them to attain the best possible solution.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Pricing offered in response to this Sourcewell RFP is similar or is better than some pricing offered to other cooperative procurement organizations or state purchasing departments. In addition, our discount structure offered will allow for best value, more flexibility, and volume discount considerations provided through our dealers because of the ceiling-based pricing.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	GapVax will be paying Sourcewell directly for all administrative fees associated with this contract. Pricing and discounts will be loaded into the GapVax quote document as detailed in our response to question #56. This document is controlled on a password-protected website known as the GapVax Dealer Portal. Dealers are required to submit all orders using the quote document they download from the dealer portal. Submitted orders will be verified against the customer's PO and processed by the GapVax Regional Sales Manager to ensure consistency and process compliance. Opportunity for error is significantly reduced because the custom-programmed quote document includes unique identifiers that alert the GapVax Regional Sales Manager, the order management team, and the accounting team that the order is through the Sourcewell contract, which ultimately triggers quarterly reporting and remittance activity. For a sample of the quote document mentioned above, please reference the attached file GAPVAX QUOTE DOCUMENT	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As with most businesses, GapVax projects its yearly sales forecast at the beginning of our fiscal year. This forecast includes a Government sales budget listed by month and quarter. The executive team reviews our sales budgets monthly, including sales through our cooperative purchasing contracts. A few examples of KPI's used to measure success are "quote to close ratio," "government sales budget vs. actual" and "Soucrewell sales budget vs. actual." We also review our dealers every year and evaluate them on their use of cooperative purchasing contracts.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	If we are awarded a contract, GapVax will pay Sourcewell a 2% administrative fee for facilitating, managing, and promoting the Sourcewell Contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Unlike many cookie cutter-type manufacturers, GapVax Inc. is known as a customer-focused builder of industrial and municipal equipment. We pride ourselves in our ability to address a customer's needs and create a solution (that's often customized) to meet those needs. The following products were born from a passionate pursuit of building equipment "the way we'd want it" if we were the customer: The GapVax MC is a combination vacuum and sewer flushing machine designed to wash and remove debris from sewer drains. With a wide variety of sizes available, this is an ideal candidate for any size municipality, water and sewer district, or government agency that is cleaning storm drains, catch basins, and sewers. GapVax offers truck-mounted configuration available on a single-axle and a double-axle chassis. The single-axle gives you the choice of a 4-8 cubic yard debris body and a water tank capacity of 500-1,200 gallons. The Double Axle MC ranges from 8-13 cubic yards, and water tank sizes up to 2,000 gallons. In addition, our custom-configured units allow for various arrangements not currently available through our competition. GapVax VHE hydro excavators use non-destructive pressurized water combined with an industrial-strength vacuum to safely expose buried utilities or excavate near objects easily damaged by traditional mechanical digging. The operator directs the pressure stream to the ground to break up the soil, positions the vacuum hose at the excavation area, and conveys the loosened soil into the debris body through the vacuum hose. The hydro excavation process results in safe, fast, precise excavations that require less backfill and site restoration, and has less environmental impact than traditional excavation techniques. This system is ideal for any size municipality, water and sewer district, public or private utility, or contractor that needs to locate buried objects or safely excavate around underground utilities. The GapVax HV is a "next level" hydro excavator compared to the VHE. The HV series is a true wet and dry unit that offers high-pressure water and compressed air for excavating. The use of compressed air is becoming more common for unearthing buried utilities. Unlike water, compressed air does not increase the waste stream, and the excavated soil can be quickly backfilled into the same hole. However, unlike wet-only units, a very stringent filtration system is required to protect the truck's vacuum pump when vacuuming dry product. The HV uses cyclone and baghouse technology to provides ultimate vacuum pump protection. New to the GapVax product line is our VHX hydro excavator. Much like our GapVax HV, the most significant difference of the VHX is its ability to haul payload over the road legally. For example, government agencies can now legally move 15,000 pounds of wet or dry excavation spoils in states that strictly adhere to federal bridge laws. The GapVax GJET is a truck-mounted high-pressure water Jet designed to remove sand, dirt, grease, detergents, and materials typically found in sanitary and storm drain pipes. The GJET's single-engine design uses the chassis engine to power all functions. The hydraulically powered water pump pressurizes the onboard water supply and conveys the water into the sewer through a high-pressure hose. The hose is spooled in and out by a hydraulically powered hose reel mounted on the truck's front. The GJET's efficient design surpasses competitive units that utilize multiple engines by reducing weight, fuel costs, emissions, and maintenance costs. Our G7 is a trailer-mounted version of our GJET. It has a distinct non-cdl weight advantage over truck-mounted jetters, making it an ideal pipe cleaning solution for government agencies that struggle to find drivers with a commercial driver's license. Its compact design is an added benefit for tight, hard-to-reach areas. GapVax's most advanced technological offering is based on the "less is more" concept. Today's agencies are constantly pushed to save water. Seeing this as the wave of the future, GapVax partnered with German-based manufacturer Wiedemann Enviro-Tec, the inventors of water recycling technology for sewer cleaning equipment, to bring the GapVax Recycle JetVac to North America. Our Recycle JetVac is the only sewer cleaning recycling truck on the market that does not use mechanical filter screens or disposable filter cartridges as part of the water cleaning system. Instead, by using Wiedemann's tried-and-true "sedimentation system" for recycling the collected water, operators can work without interruptions from filter cleaning or filter failure from grease, sand or clay. As a result, pipe cleaning that once took several hours and wasted countless gallons of water, can now be accomplished fast and efficiently.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	“RFP 101221 - Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies” accurately describes the products GapVax Inc. is offering. Therefore, no subcategories are needed for our submission.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Sewer vacuums or combination sewer cleaners	(•) Yes ( ) No	GapVax MC JetVac GapVax Recycle JetVac Please reference the attached file GAPVAX SOURCEWELL LITERATURE	*
73	Hydro or air excavation equipment	(•) Yes ( ) No	GapVax VHE, Hydro Excavation GapVax VHX, Hydro/Air Excavation GapVax HV, Hydro/Air Excavation Please reference the attached file GAPVAX SOURCEWELL LITERATURE	*
74	Jetters and rodders	(•) Yes ( ) No	GapVax GJET Jetter Truck GapVax G7 Jetter Trailer Please reference the attached file GAPVAX SOURCEWELL LITERATURE	*
75	Dewatering, mud, trash, and centrifugal pumps	( ) Yes (•) No	Not applicable to GapVax Inc. product offerings.	*
76	Pumps used in lift stations, sewage treatment, water treatment, or water collection facilities	( ) Yes (•) No	Not applicable to GapVax Inc. product offerings.	*
77	Accessories, supplies and replacement or wear parts related to the offerings above.	( ) Yes (•) No	Accessories, supplies and replacement or wear parts related to the offerings above will be supplied at the local level through GapVax dealers and service centers and are not included in this RFP.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe any product or equipment features that improve operator safety.	Several improvements have been made to GapVax models that improve operator's safety. These items include: 1) Standard chassis requirements to include additional entry grab handles, wider entry steps, and a two-speed or viscous engine fan drive to reduce noise in the cab and at the front operator station. 2) MC Front hose reel operation to include remote hose reel in/out options, front reel power articulation upgrade, remote or cab controls for front reel articulation upgrade, new and improved autowinder mounting for increased ground clearance, and hose tracking, and a new digital footage counter with very accurate hose measurement 3) New vacuum pump mounting and noise reduction silencers, mid-ship gearbox mounting, and ergonomic controls. 4) More accessible operator daily checks with ground-level cyclone and filter cleanouts, ground-level remote lubrication manifolds, and options for auto lube systems for the vacuum module, chassis, or both. 5) Camera system options to include single to quad-camera packages and new mounting positions to reduce/eliminate blind spots. 6) Simplified systems engagement, disengagement, console layout, and operational features with the GapVax G2 logic control system. 7) Improved wireless control systems, including charging stations, spare transmitters, and failsafe interlocks. Also, the new wireless transmitter safety features include LED indicators, feedback displays, integrated remote body dump options, remote body wash-out options, and remote water flow/pressure control options. 8) Better HX Water systems to include new hydraulically driven packages, new mounting arrangements to enclose all moving parts and reduce hoses, reduce the number of operation valves, and the development of a new multi-flow HX water system that is integrated with the new wireless remote system. 9) LED lighting options to illuminate perimeter work areas, operation controls, dumping / clean out areas, and SAE or CA Title 13 compliant beacon lights, directional lights, and flashers. 10) Ergonomic storage boxes, changing over to swing forward doors where possible in place of fold-down doors. In addition, pump enclosures now have an option to upgrade to a roll-up style door to keep the open door out of the operator work area. 11) Enhanced connectivity of the electrical controls with improved sunlight, oil, and abrasion-resistant engineered cord sets and over-molded, weather-tight electrical connectors. 12) New and improved hydraulic hose, water hose, electrical cord, and control wire routing and clipping on the frame and body. Also, a new hydraulic hose and wire support has been developed for the rear-mounted loading boom. 13) Improved operator manuals by customizing each manual to the system controls of each exact unit. 14) Air-actuated MC body safety prop that is safely engaged and disengaged at a safe distance from an elevated collector body 15) Rear-mounted MC float shut-offs eliminating the operator's need to enter the tank	*
79	Describe any product or equipment innovations that increase uptime and operator productivity.	GapVax's most advanced technological offering is based on the "less is more" concept. Today's agencies are constantly pushed to save water. Seeing this as the wave of the future, GapVax partnered with German-based manufacturer Wiedemann Enviro-Tec, the inventors of water recycling technology for sewer cleaning equipment, to bring the GapVax Recycle JetVac to North America. Our Recycle JetVac is the only sewer cleaning recycling truck on the market that does not use mechanical filter screens or disposable filter cartridges as part of the water cleaning system. Instead, by using Wiedemann's tried-and-true "sedimentation system" for recycling the collected water, operators can work without interruptions from filter clogging or filter failure from grease, sand or clay. As a result, pipe cleaning that once took several hours and wasted countless gallons of water can now be accomplished fast and efficiently. New to the GapVax 2021 product line is our VHX hydro excavator. Much like our GapVax HV, the most significant difference of the VHX is its ability to haul payload over the road legally. For example, government agencies can now legally move 15,000 pounds of wet or dry excavation spoils in states that strictly adhere to federal bridge laws. This ultra-light solution, combined with onboard weight scale technology, allows the operator to achieve maximum legal payload, reduce inefficiency from transporting partial loads, and ensures over-the-road safety by eliminating dangerously overweight loads.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - GAPVAX SOURCEWELL PRICE 2022.xlsx - Tuesday October 12, 2021 12:51:15
- Financial Strength and Stability - GAPVAX FINANCIAL INFORMATION AND COOPERATIVE PURCHASING CONTRACT LIST.zip - Thursday October 07, 2021 12:37:04
- Marketing Plan/Samples - GAPVAX SOURCEWELL MARKETING.zip - Thursday October 07, 2021 17:31:10
- WMBE/MBE/SBE or Related Certificates - GAPVAX LITERATURE.zip - Tuesday October 12, 2021 14:02:44
- Warranty Information - GAPVAX WARRANTY.pdf - Thursday October 07, 2021 12:19:03
- Standard Transaction Document Samples - GAPVAX QUOTE DOCUMENT.pdf - Thursday October 07, 2021 12:19:45
- Upload Additional Document - GAPVAX DEALER AND SERVICE MAP -TRAINING.zip - Thursday October 07, 2021 17:31:50

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Gary Poborsky, President, GapVax Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu September 30 2021 03:29 PM	☑	2
Addendum_2_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Fri September 10 2021 02:40 PM	☑	2
Addendum_1_Sewer_Vac_Hydro-Excavation_Pumps_RFP_101221 Thu August 26 2021 05:40 PM	☑	1

PLUMBERS DEPOT INC.

3921 W. 139th Street
Hawthorne, CA 90250

Quote

Date	Estimate #
4/25/2022	28033

Name / Address
City of Palmdale Public Works 39110 3rd Street East Palmdale, CA 93550

Ship To
City of Palmdale 39110 3rd Street East Palmdale, CA 93550

Rep	Serial #
JAM	

Item	Description	Qty	Price	Total
MC-1510	Gap Vax MC Series Combination Jet/Vacuum Machine	1	541,297.46	541,297.46T
DISCT%	Discount Applied %		-45,000.00	-45,000.00
FRT-001	Freight - Prepay & Add		6,500.00	6,500.00

Subtotal	$502,797.46
Sales Tax (9.5%)	$47,148.26
Total	$549,945.72

Signature and Na...

Fax #
(310)355-1711

SOURCEWELL CONTRACT NO. 122017-GPV

PREPARED BY

Plumber's Depot 3-26-2021

PREPARED FOR

Adam Dyer

City of Palmdale

QUOTE

GapVax

QUOTE ID

22-8950

PRICING FROM

4/7/2022

GapVax

2023 MC1510-3S4S COMBINATION JET/VAC

QUOTE ID: 22-8950

April 25, 2022

NOTE: THE GAPVAX VHE UNIT MAY EXCEED FEDERAL BRIDGE ALLOWABLE WEIGHTS WHEN LOADED WITH WATER, OR DEBRIS, AND/OR BOTH WATER AND DEBRIS COMBINED. PLEASE CONSULT FACTORY.

	OPTION DESCRIPTION	NOTES	QTY
CHA001	**WESTERN STAR 4700SF 6X4 - 455 HP - 66,000 LB. GVWR - AUTO**	MODEL YEAR 2022	1
STD	10 USABLE YARD DEBRIS TANK MADE OF 3/16" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF BODY		STANDARD
STD	FIVE YEAR WARRANTY ON DEBRIS TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
STD	THREE TIE-OFF ANCHORS ON TOP OF THE BODY 6' APART		STANDARD
A1B	STAINLESS DEBRIS BODY FLUSH OUT SYSTEM		1
A2C	DRAIN AT BOTTOM OF TAILGATE - 6" BRASS KNIFE VALVE WITH PNEUMATIC ACTUATOR	VALVE IS NOT 100% LEAK PROOF	1
A3-CS	FLOAT TYPE LIQUID LEVEL INDICATOR ON SIDE OF DEBRIS TANK		1
A5	TRASH PUMP - STANLEY 3" 450 GPM WITH LAY-FLAT HOSE AND CAM-LOC FITTINGS	NOT RECOMMENDED FOR CONTINUOUS USE	1
A12A	FILTER SCREEN FOR DRAIN VALVE (LONG BOX)	REQUIRES A2	1
A17	UPGRADE TO STAINLESS STEEL DEBRIS TANK		1
A20	UPGRADE TO 1/4" DEBRIS TANK		1
A21	CURBSIDE LADDER TO PORT INSPECTION AREA		1
A18	PURGE VALVE AT GRAVITY DRAIN (1-1/4" BALL VALVE)		1
A22A	GALVANIZED BOLT ON TAILGATE SPLASH SHIELDS		1
STD	1500 GALLON WATER TANK MADE OF 3/16" 304 STAINLESS STEEL		STANDARD
STD	4" HIGH ANTI-SIPHON RING WITH (4) 2-1/2" HOLES		STANDARD
STD	WATER TANK LEVEL SIGHT TUBE ON CURBSIDE		STANDARD
STD	DRAIN VALVE AT BOTTOM OF WATER TANK		STANDARD
STD	3" FILL LINE WITH 2-1/2" FIRE HOSE CONNECTION CURBSIDE		STANDARD
STD	3" WATER STRAINER WITH STAINLESS STEEL SCREEN ON WATER TANK FILL LINE		STANDARD
STD	3" SUPPLY LINE TO WATER PUMP MOUNTED AT REAR HINGE PIN		STANDARD
STD	FIVE YEAR WARRANTY ON WATER TANK AGAINST RUST THROUGH, DISTORTION AND CRACKS		STANDARD
B10	ADDITIONAL 3" FILTER BETWEEN TANK AND PUMP (3" Y-STRAINER)	NOT COMPATIBLE WITH J14	1
B23A	GALVANIZED BAFFLES IN THE WATER TANK		1
B30	UPGRADE TO BUTTERFLY VALVE IN 3" SUPPLY LINE		STANDARD
STD	DUAL STAINLESS STEEL SHUTOFF FLOAT BALLS		STANDARD
STD	NOISE & VIBRATION DAMPENING MOUNTS		STANDARD
STD	STAINLESS STEEL VEE-WIRE SAFETY SCREEN		STANDARD

STD	6" SAFETY VACUUM RELIEF		STANDARD
STD	PANIC SWITCH FUNCTION FOR VACUUM		STANDARD
C17	UPGRADE TO HIBON 840 XL VACUUM PUMP 4,000 CFM AND 27" HG	REQUIRES A20	1
STD	TRI-PLEX WATER PUMP SYSTEM		STANDARD
STD	800 PSI WASHDOWN CIRCUIT WITH 50' X 1/2" HOSE		STANDARD
STD	AIR PURGE SYSTEM FOR PRIMARY CIRCUIT		STANDARD
STD	LOW POINT DRAIN VALVES ON WATER LINES		STANDARD
STD	SET WASHDOWN CIRCUIT TO FULL WORKING PRESSURE		1
D3A	GIANT GP8000 SERIES WATER PUMP RATED 80 GPM @ 2,500 PSI		1
D7A	50' X 1/2" HAND GUN REEL FOR WASHDOWN CIRCUIT		1
STD	8" FRONT MOUNTED TELESCOPING BOOM WITH 26' REACH AND 180 DEG. ROTATION		STANDARD
STD	180 DEGREE POWER ROTATION VIA WORM DRIVE		STANDARD
STD	DUAL 4" LIFT CYLINDERS		STANDARD
STD	CAB PROTECTION RACK		STANDARD
E6	REMOTE LUBE FOR BOOM LIFT AND ROTATION		1
STD	FRONT FRAME MOUNTED HOSE REEL WITH 180 DEGREE ARTICULATION		STANDARD
STD	HOSE REEL RATED FOR 800' OF HOSE AND 4,000 PSI		STANDARD
STD	EXTERIOR HOSE EXPANSION RIBS		STANDARD
F1A	FOOTAGE COUNTER ON SIDE OF SPOOL		1
F6	UPGRADE FRONT HOSE REEL TO POWER ARTICULATE VIA HYDRAULICS		1
F11	AUTOMATIC HOSE LEVEL WINDER (INCLUDES "J-HOOK" STLYE HOSE GUIDE)		1
STD	CAB-MOUNTED AIR SHIFT CONTROLS FOR BLOWER, HYDRAULICS, AND WATER PUMP		STANDARD
STD	CONTROL PANEL MOUNTED AT FRONT HOSE REEL		STANDARD
STD	OPERATOR CONTROL PANEL INCLUDES GUAGES FOR ENGINE, HYDRAULICS, VACUUM, AND WATER PUMP		STANDARD
STD	PANIC SWITCH TO RELIEVE WATER PRESSURE AND VACUUM		STANDARD
STD	30' PENDANT REMOTE WITH BOOM FUNCTIONS		STANDARD
G2E	**G2E** CONTROL SYSTEM WITH PV780 DISPLAY INCLUDES:		1
	LOW WATER SHUTDOWN PROTECTION		1
	HIGH WATER TEMPERATURE SHUTDOWN PROTECTION		1
	ENGINE OVERSPEED PROTECTION		1
	ON-SCREEN DIAGNOSTICS FOR WATER, PTO AND ENGINE LEVELS		1
	TEMPERATURE AND PRESSURE LEVELS FOR VACUUM, WATER, HYDRAULICS		1
	PROVISION FOR INCLUDING DIGITAL FOOTAGE COUNTER ON SCREEN	F1C NOT INCLUDED	1
	E-STOP FOR WATER VACUUM AND HYDRAULICS		1
	TRANSMISSION CONTROL FOR SHIFTING OUTSIDE OF THE CAB		1
	OMNEX TD1140 WIRELESS SYSTEM WITH INTEGRAL 50' PENDANT INCLUDES:		1
	HOSE SPOOL IN/OUT WITH SPEED CONTROL		1
	FRONT HOSE REEL WATER ON/OFF, PRESSURE ON/OFF		1
G4	HIGH DEBRIS LEVEL LIGHT & ALARM	REQUIRES A3	1
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS		STANDARD
STD	LED STOP/TAIL/TURN LIGHT WITH POLISHED STAINLESS STEEL BOXES		STANDARD

H5B	(2) BOOM WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)	1
H6B	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)	1
H7BA	(2) SIDE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429) (1 PER SIDE)	1
H15C	WHELEN ION SUPER LED FLASHERS - 8 LIGHT HEADS	1
	2 ON EACH SIDE FRONT @ 90 DEGREES, 2 ON EACH SIDE REAR	1
H22	REAR ARROW LIGHT - LOW PROFILE LED ARROW STICK	1
H39B	TWO HIGH INTENSITY LED WORK LIGHTS (HELLA PB1500) ON FRONT HOSE REEL TO SHINE INTO MANHOLE	1
STD	25' FIRE HOSE BASKET	STANDARD
I6E-CS	ALUMINUM, 36" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE CURBSIDE	1
I7B-CS	36" TOOL BOX - ALUMINUM, 36" WIDE X 24" TALL X 24" DEEP, MOUNTED ON THE CURBSIDE	1
I14	TRAFFIC CONE HOLDER ON DRIVER'S SIDE	1
I14C	TRAFFIC CONE HOLDER ON CURBSIDE	1
I22	UPGRADE TUBE TRAYS TO POLISHED STAINLESS STEEL	1
I26B	TWO BUMPER TOOL BOXES - ALUMINUM, 16" HIGH X 12" WIDE X 18" DEEP WITH FOLD DOWN DOOR	1
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS	STANDARD
STD	REMOTE ACTUATED BODY SAFETY PROP	STANDARD
STD	70 GALLONS AW-46 HYDRAULIC OIL, LEVEL/TEMPERATURE GAUGE, SHUTOFF ON SUCTION	STANDARD
STD	REAR BUMPER, TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM	STANDARD
STD	ALLISON 10-BOLT PTO UPGRADE	STANDARD
STD	PAINTED WITH PPG URETHANE PAINT	STANDARD
STD	PAINT BODY WHITE	STANDARD
STD	PAINT FRAME AND PARTS BLACK	STANDARD
STD	PAINT HOSE REEL AND BOOM BLACK	STANDARD
STD	FLEET FINISH	STANDARD
STD	25 FEET OF VACUUM TUBING (5) AND CLAMPS	STANDARD
STD	TIGER TAIL HOSE GUIDE	STANDARD
STD	TWO BLUE STAR SEWER CLEANING NOZZLES	STANDARD
M3	FILL HOSE 25' X 2 1/2"	1
M5C	LEADER HOSE 25' X 1"	1
M9H	1" PIRANHA SEWER HOSE - 3,000 PSI X 800 FT PLASTIC (BLUE) (PN: CAT022382)	1
M29D	FOUR CAMERA - BACK-UP CAMERA SYSTEM WITH 9" COLOR MONITOR - INCLUDES FRONT, REAR, AND SIDES. SIDES TO ACTIVATE WITH TURN SIGNALS - (1) TV-905 A, (1)	1
**	$45,000.00 Trade-In Valve For Single Axle Gapvax Truck (On Discount Line)	1

GapVax

PRICING SUMMARY

PRICE OF BASE UNIT WITH OPTIONS	**$**	**541,297.46**
DISCOUNT	**$**	**45,000.00**
DELIVERY	**$**	**6,500.00**
ESTIMATED SUBTOTAL:	**$**	**502,797.46**
SALES TAX	**$**	**47,148.26**
TOTAL PRICE (PER UNIT)	**$**	**549,945.72**

DUE TO EXTREME MARKET VOLATILITY AND PENDING U.S. GOVERNMENT SECTION 232 TRADE CASES ALL PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE, ALL QUOTES TO BE CONFIRMED AT TIME OF ORDER

***** FOB DESTINATION *** TERMS - NET, 15% DOWN *****

SIGNATURE DATE

Please return a signed copy to betty@gapvax.com

QUOTE ID

22-8950

PRICING FROM

6/17/2020

GapVax Incorporated
Terms and Conditions of Sale

1. ORDERS. All orders are subject to acceptance by an officer of GapVax Inc. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of GapVax.

2. PERFORMANCE. GapVax Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.

3. EXPERIMENTAL WORK. Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.

4. SKETCHES, ENGINEERING DRAWINGS, MODELS and all preparatory work created or furnished by GapVax Inc. shall remain its exclusive property; and no use of same shall be made, nor may ideas obtained therefrom be used, except with the consent of and on terms acceptable to GapVax Inc.

5. CANCELLATION. Orders regularly entered cannot be canceled except upon terms that will compensate GapVax Inc. for any loss or damage sustained.

6. SHIPMENT. All proposals are based on continuous and uninterrupted delivery of the order upon completion, unless specifications distinctly state otherwise. In the event that agreement is reached for GapVax Inc. to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and GapVax Inc. shall be liable only for ordinary care of the property.

7. CUSTOMER'S PROPERTY. GapVax Inc. shall charge the customer at current rates, for handling and storing customer's property (e.g. truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by GapVax Inc. is at the customer's or other party's risk. GapVax is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.

8. PRICES. All orders are subject to current prices in effect at the time of order acknowledgment.

9. F.O.B. POINT. Unless otherwise stated, all prices listed are F.O.B. point of manufacture.

10. TAXES. Unless specifically stated, prices listed do not include Federal, State, City or other excise occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If federal Excise Taxes are included or listed on the reverse side of this paper, they are stated at the rates and regulations in effect at the time this order is written, and are subject to revision in accordance with rates and regulations in effect at time of shipment.

11. PRODUCT IMPROVEMENT. GapVax Inc. reserves the right to change manufacturing specifications and procedures without incurring any responsibility for modifying previously shipped products.

12. MOUNTING PRICES. Mounting prices assumes normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.

13. WARRANTY. GapVax Inc. warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty but makes no warranty of merchantability or fitness for any particular purpose. GapVax Inc. does not assume liability for any loss of product, time or any direct, indirect, or consequential damage, losses or delay or any nature whatsoever. No warranty, express or implied, is made or authorized to be made and no obligation is assumed or authorized to be assumed with respect to products of GapVax Inc. other than that set forth in the current, published warranty. It is to be understood that the acceptance this order is expressly conditioned upon your acceptance of GapVax Inc. standard written warranty for the products sold hereunder GapVax Inc. hereby disclaims any responsibility or liability for any consequential losses delays or downtime resulting from orders hereunder the use of its products. GapVax does not and will not warranty any tank coating or tank lining. PTO damage is not covered when the PTO protection system or low water shut down system is not selected / installed / and operational.

14. This agreement shall be construed according to the laws of the State of Pennsylvania. Our failure at anytime to exercise any right we may have under the agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.

15. This order, including the above terms and conditions contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on us unless in writing and agreed to by authorized representative of this company.

City Council Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **All**

SUBJECT: **APPROVE PURCHASE ORDER NO. 20230045 WITH NIXON-EGLI EQUIPMENT CO. FOR ONE (1) NEW MAINTAINER MTS-1-084 SERVICE TRUCK IN AN AMOUNT NOT TO EXCEED $169,237.72**

ISSUE

Approve Purchase Order No. 20230045 with Nixon-Egli Equipment Co. for One (1) New Maintainer MTS-1-084 Service Truck in an amount not to exceed $169,237.72.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Purchase Order No. 20230045 with Nixon-Egli Equipment Co. for One (1) New Maintainer MTS-1-084 Service Truck in an amount not to exceed $169,237.72.

2. Authorize the Interim City Manager or her designee to authorize Purchase Order No. 20230045 with Nixon-Egli Equipment Co., including minimal and/or non-substantive changes.

BACKGROUND

With the adoption of the Fiscal Year 2022-2023 Budget, the City approved the purchase of a new service truck with crane attachment for the Traffic Engineering and Maintenance Divisions to help meet their operational needs.

The average lead time for this type of vehicle is a minimum of eighteen (18) months; however, staff located a Maintainer MTS-1-084 (Stock# 219131) Ford F550 Automatic Single Cab with Diesel Powered Chassis available for purchase and immediate deployment from Nixon-Egli Equipment Co. Therefore, staff sought and received approval from the Director of Finance to authorize the purchase without competitive procurement.

DISCUSSION

The new Maintainer MTS-1-084 Service Truck (Stock# 219131) Ford F550 4x2 Automatic Single Cab with Diesel Powered Chassis will be shared between Traffic Signal & Street Light Maintenance and Fleet Maintenance for cabinet and signal service installation, moving heavy traffic signal equipment (e.g., concrete pull boxes, traffic signal cabinets, fiber optic vaults, 1500-lb wire reels, etc.), and mobile fleet service repairs.

With current vehicle shortages and extremely long build times, the purchasing opportunity available through Nixon-Egli Equipment Co. for the Maintainer MTS-1-084 Service Truck is in the best interest of the City. If the City were to follow the competitive procurement process, it would likely result in zero bids and/or a new build proposal with a $15,000 - $50,000 increase in cost and at least an 18–24-month lead time.

Staff recommends that the City Council approve Purchase Order No. 20230045 with Nixon-Egli Equipment Co. for One (1) New Maintainer MTS-1-084 Service Truck in an amount not to exceed $169,237.72.

FISCAL IMPACT

The purchase order amount for One (1) New Maintainer MTS-1-084 Service Truck for FY 2022-2023 will not exceed $169,237.72. Sufficient funds are budgeted in Fleet Maintenance Account 15433006-774400.

STRATEGIC PLAN

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

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

Goal III: Invest in infrastructure to improve community livability.

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

Prepared by:	Chuck Heffernan, Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Purchase Order No. 20230045 Nixon-Egli Equip Co.
2. Memo – Purchase Approval Nixon-Egli_Signed
3. Nixon-Egli Quote 100608 – Maintainer MTS-1-084

CITY OF PALMDALE

Purchase Order

PURCHASING DIVISION
PHONE: (661) 267-5444 FAX (661) 267-5454
BILL TO: ACCOUNTS PAYABLE
38300 Sierra Highway
Palmdale, CA 93550
(661) 267-5460

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230045**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR
NIXON-EGLI EQUIPMENT COMPANY OF SOUTHERN CALIFORNI
2044 S. VINEYARD AVENUE
ONTARIO, CA 91761

SHIP TO
ADAM DYER
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST
PALMDALE, CA 93550
Email: adyer@cityofpalmdale.org
Phone: 661-267-5338

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
		230193	Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
08/04/2022	9320	08/04/2022	DESTINATION/NET 45	STREET MAINTENANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	Maintainer MTS-1-084 Service Truck Ford F550 4x2 The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	AUTOMOTIVE VEHICLES AND RELATED Maintainer MTS-1-084 Service Truck WITH H7024TT Crane 7,000 lb max capacity (45,100 ft*lb) with hydraulic extend hex-boom 11'-24' NIXON QUOTE #100608, REFERENCE -MAINTAINER MTS-1-084. THIS PURCHASE ORDER IS PENDING CITY COUNCIL APPROVAL OF THIS PURCHASE ORDER ON SEPTEMBER 7, 2022.	1.0	EA	$169,237.72	$169,237.72
	15433006 - 774400				***$169,237.72***
	Commodity Code: 07000-00 AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION EQUIPMENT (INCLUDING TRAILERS) (EFFECTIVE 1-1-06 THIS CLASCTIVATED, REFER TO CLASSES 071, 0ND 073)				

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

By: _____
Approved City Representative

VENDOR COPY

Sales Tax	$0.00
Order Total	**$169,237.72**

1. **ACCEPTANCE** ACCEPTANCE OF THIS PURCHASE ORDER BY THE VENDOR IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY TERM OR CONDITION STATED BY THE VENDOR IN ANY PRIOR PROPOSAL , ON VENDOR'S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY THE BUYER. ANY SUCH TERM OR CONDITION SHALL BE INAPPLICABLE TO THIS ORDER UNLESS EXPRESSLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE MERCHANDISE COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF VENDOR'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY VENDOR SHALL CONSTITUTE ACCEPTANCE OF THIS OFFER AND ALL OF ITS TERMS AND CONDITIONS; SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE MERCHANDISE ORDERED; INFORMING THE BUYER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING VENDOR'S OWN FORM OF ACKNOWLEDGEMENT.

2. **PRICE AND DELIVERY** Vendor shall furnish the merchandise covered by this order (which may consist of or include services of a non-technical and non-professional nature or construction work) in accordance with the prices and delivery schedule stated on the face of this order. If prices or delivery dates are not stated, Vendor shall offer its lowest prices or best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales taxes which are separately shown where applicable. Vendor warrants that the prices charged for the merchandise ordered will be as low as the lowest price charged by the Vendor to any customers purchasing similar merchandise in the same or smaller quantities and under like circumstances.

3. **PAYMENT** Buyer shall pay to Vendor the full sales price within forty five (45) days of invoice date, or sooner if otherwise specified on the face of this order.

4. **PACKING AND SHIPPING** Vendor warrants that prices include all charges for packing, crating, and transportation to F.O.B. point. All merchandise shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain the lowest shipping rates and to assure adequate protection of the merchandise in shipment and storage and its arrival at F.O.B. point in undamaged condition. An itemized packing list shall accompany each shipment.

5. **F.O.B, TITLE AND RISK OF LOSS** Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order . If transportation is F.O.B. Vendor's location, Vendor shall bear all risk of loss or damage to the merchandise, and title shall not shift to Buyer, until delivery of the merchandise to Buyer's designated location.

6. **INVOICING** After shipping or otherwise providing merchandise under this order, Vendor shall send a separate invoice, in duplicate, including item numbers and accompanied by a bill of lading or express receipt. The time for payment of Vendor's invoices shall commence upon the date of actual receipt of merchandise and acceptable invoices consistent with the requirements of this order.

7. **ADVANCE SHIPMENTS AND COMMITMENTS** Buyer may, at its option, either merchandise received in advance of the delivery schedule set forth herein, or return it to Vendor at Vendor's risk and expense. If retained, time for payment and discount, if any, shall be based upon scheduled delivery dates. Vendor shall place all orders for, and schedule deliveries of materials necessary for its performance under this order at such times as will enable Vendor to meet, but not unreasonably anticipate, the stated delivery schedule. In the event of termination of or changes to this order, Buyer shall not be liable for any charges or costs arising form commitments by Vendor for the acquisition of materials, or work performed, in advance of the time necessary to meet the specified delivery schedule, unless Buyer has given its prior written consent to such advance commitments or work.

8. **CHANGES** Buyer may, by written change order, suspend performance in whole or in part, make changes in quantities, in drawings, designs or specifications, in the method of shipment or packing in the time or place of delivery, or require additional or diminished work. If any such changed causes an increase or decrease in the cost of or the time required for, performance of this order, an equitable adjustment shall be made in the contract price or delivery dates, or both and this order shall be modified in writing accordingly. Any claim for adjustment under this Section 8 may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Vendor of the change order. No change order will be binding on Buyer unless issued and signed by an authorized representative of Buyer's purchasing department. Nothing in this Section 8 shall excuse Vendor from proceeding with the order as changed.

9. **INSPECTION** Final inspection and acceptance of the merchandise shall be at the F.O.B. point unless otherwise specified in this order. Such inspection shall be in accordance with the customary established inspection procedures of Buyer at the location where the merchandise is received. Buyer reserves the right to use sampling procedures for the acceptance or rejection of any or all items ordered. If a lot is rejected by the sampling procedure, the entire lot may be returned to Vendor for screening at the Vendor's expense or, at the option of Buyer, the rejected lot may be screened by Buyer at Vendor's expense, and the costs thereof shall be deducted from Vendor's invoice. Buyer may reject any merchandise which contains defective materials or workmanship or does not conform to specifications or samples. In such event, Buyer may, at its option, and upon written notice to Vendor: (i) rescind this order as to such merchandise; (ii) accept such merchandise at an equitable reduction in price; or (iii) reject such merchandise and require the delivery of replacements. Deliveries of replacement merchandise shall be accompanied by a written notice specifying that such merchandise is a replacement. If Vendor fails to deliver required replacements promptly, Buyer may: (I) replace or correct such merchandise and charge the Vendor the cost thereby incurred by Buyer; or (ii) terminate this order for cause as provided in Section 16 hereof. The rights of Buyer under this Section 9 are in addition to any other rights or remedies herein or by law.

10. **WARRANTIES** In addition to all other warranties, expressed or implied, Vendor warrants that the merchandise will be: (I) free from defect in workmanship and materials; (ii) free from defects in design except to the extent that such merchandise complies with the specifications provided by Buyer, (iii) suitable for purposes, if any, which are stated on the face of this order or in any attachments hereto; and (iv) in conformity with all other requirements of this order. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance and payment.

    In addition to all other rights Buyer may have, if merchandise is determined not to e as warranted within a period of one (1) year acceptance by Buyer, Buyer may return such merchandise to Vendor, at Vendor's expense, for correction, replacement or credit, as Buyer may direct. Any merchandise corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement merchandise, be subject to the provision of this Section 10 for the same period and to the same extent as merchandise initially furnished pursuant to this order.

11. **PROPRIETARY INFORMATION** All written information obtained by Vendor from Buyer concerning this order, and which is identified as proprietary by Buyer, shall be received in confidence and shall remain the property of the Buyer, and shall be used and disclosed by Vendor only to the extent necessary for performance of this order.

12. **COMPLIANCE WITH LAWS** Vendor shall comply with all federal, state and local laws, ordinances, rules and regulations in the manufacture and sale of the merchandise (including the performance of any services or construction work). Vendor will defend and hold Buyer harmless from any loss, damage or costs attributable to or arising out of any actual or alleged violation of any such law, ordinance, rule or regulation.

13 **USE OF VENDOR'S LITERATURE** Buyer shall have the right, at no additional charge, to use and reproduce the Vendor's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Vendor shall advise Buyer in writing of any updated information relating to the foregoing literature and documentation.

14. **LIABILITY FOR INJURY** Vendor shall indemnify Buyer against any loss and liability for all personal injury and property damage caused by the merchandise sold or the services of construction work.

15. **ASSIGNMENT PROHIBITED** Vendor shall not assign this order, or any rights or obligations hereunder, without the prior written consent of Buyer, and no attempted or purported assignment by Vendor shall be binding on Buyer without such written consent.

16. **DEFAULT AND TERMINATION** Buyer may, by written notice of default to the Vendor, terminate this order, or any part thereof, under the following circumstances:
    A. If Vendor fails to deliver the merchandise (or to commence performance of any services or construction work included therein) in accordance with the delivery schedule specified herein, or any extension thereof; or if vendor fails to perform any other provision of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and any such failure or default is not cured within ten (10) days after written notice from the Buyer, or
    B. In the event of the appointment of a trustee, receiver or liquidator for all or a portion of Vendor's property, or the institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the Vendor, or any assignments by Vendor for the benefit of creditors.

    Upon any termination to this Section 16, Buyer may purchase similar merchandise elsewhere, or secure the delivery of the merchandise by contract, or otherwise and Vendor shall be liable to Buyer for any excess cost to Buyer; provided, however, that Vendor shall not be liable for such excess costs when the delay of Vendor in performing or in making deliveries is due to causes beyond the control and without fault or negligence on the part of the Vendor. No cause shall constitute a basis for excusable delay unless Vendor has notified Buyer in writing of the existence of such cause within ten (10) days from the commencement thereof. The rights and remedies of Buyer under this Section 16 shall not be exclusive and are in addition to all other rights and remedies provided by law or by the terms and condition of this order.

17. **WAIVER** Buyer's failure to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to Buyer under this order, shall not be construed as a waiver of any provision of this order, and the same shall continue in full force and effect. If any provision of this order is determined by a court of competent jurisdiction to be void or otherwise unenforceable, the other provisions of this order shall not be affected thereby.

18. **DISPUTE RESOLUTION** Disputes regarding the interpretation or application of any provisions of this order shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce or interpret any provisions of this order, 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.

19. **GOVERNING LAW** The validity, performance and construction of the order, including all terms and conditions thereof, shall be construed in accordance with and governed by the laws of the State of California.

20. **ENTIRE AGREEMENT** This order, its terms and conditions, and any supplemental attachments, addenda or riders annexed hereto by Buyer, contain the entire agreement between the parties as to the subject matter hereof, and replace and supersede any prior or contemporaneous communications, representations or agreements, whether written oral, with respect to such subject matter, unless specifically provided otherwise herein.

21. **NOTICES** All notices, demands, requests or approvals to be given in connection with this order shall be in writing and delivered in person or by mail, postage prepaid, and addressed to the other party at the address set forth on the face of this order, or to such other address as may be subsequently be designated in writing by either party.

22. **SPECIAL PROVISIONS** Notwithstanding any terms or conditions herein above, to the contrary, the Special Provisions set forth in Attachment A, attached hereto, shall be deemed to be incorporated herein by reference and shall be binding on Vendor and shall superceded any provision of this Purchase Order set forth herein above which are in conflict therewith.

CITY OF PALMDALE
DEPARTMENT OF PUBLIC WORKS
MAINTENANCE DIVISION

MEMORANDUM

TO: Janelle Samson, Director of Finance

FROM: Bruce Roadhouse, Maintenance Services Manager; and
Adam Dyer, Fleet Superintendent

SUBJECT: Approve Purchase of Maintainer MTS-1-084 Service Truck from Nixon-Egli Equipment Co.

DATE: August 04, 2022

The purchase of a new Maintainer MTS-1-084 Service Truck (Stock# 219131) Ford F550 4x2 Automatic Single Cab with Diesel Powered Chassis was approved in the Fiscal Year 2022-2023 budget. The vehicle will be shared between the Traffic Signal & Streetlights Division and Fleet Maintenance for cabinet and signal service installation, moving heavy traffic signal equipment, and mobile fleet service repairs.

This vehicle is available for purchase and immediate deployment from Nixon-Egli Equipment Co. for a total price of $169,237.72. With the current vehicle shortage and extremely long build times, this purchasing opportunity is in the best interest of the City. If the City were to follow the competitive procurement process, it would likely result in zero bids and/or a new build proposal with a $15,000 - $50,000 increase in cost and an 18–24-month lead time.

Per Palmdale Municipal Code 3.08.080, the Director of Finance has the authority to approve the purchase of equipment by negotiated contract and without competition when doing so serves the best interests of the city. Therefore, it is recommended that the purchase of this vehicle be authorized based on the information provided above.

Approved:

Janelle Samson
Director of Finance

cc: Chuck Heffernan, Director of Public Works
Lynn Glidden, Deputy Director of Public Works
Matthew Harris, Senior Buyer
Stephanie Autry, Management Analyst

NIXON-EGLI EQUIPMENT CO.
www.nixon-egli.com

SO. CALIFORNIA: 2044 South Vineyard Avenue, Ontario, CA 91761 • (909) 930-1822 • FAX (909) 923-2356
NO. CALIFORNIA: 800 East Grant Line Road, Tracy, CA 95376 • (209) 830-8600 • FAX (209) 830-8884

City of Palmdale
39110 Third St E
Palmdale, CA 93550

July 27, 2022

Attention – Adam Dyer
Nixon Quote #100608
Reference – Maintainer MTS-1-084

Dear Adam,

We are pleased to quote you **Maintainer MTS-1-084 Service Truck (Stock# 219131)** equipped as follows:

Chassis: Ford F550 4x2 Automatic Single Cab Diesel Powered Chassis

--- Maintainer Body ---

- MTS-1-084, 52" High X 23" Deep Compartments, 11' Long Body, 14 / 12 Ga. Body with 14-gauge deck-plate compartment tops & back, 44" x 21" wheel well opening, fuel fill(s) recessed into body side rail.

Galvanneal body includes Cabinets with reinforced floors, clean out drains and adjustable aluminum shelving package (250 lb. capacity),
3/16" Aluminum doors with Three Point D-ring door latches and gas spring door holders, 49"W center deck floor is 1/8" diamond plate.
Also includes wheel skirting, front body bulkhead, rear 10" tall hinge down tailgate, mud flaps, rear body grab handles,
ICC recessed LED lights & reflectors, includes 2 rear oval strobes (Buyers SL66CA)
97dB backup alarm, and Mini I.C.C. safety kit (2.5 lb ABC fire extinguisher & hazard reflectors).
Body primed and undercoated, splatter-coating on compartment interiors.

- Tall Tower Crane reinforcement for MTS 1 or 2 ton service body (up to 75,000 ft*lb)

NOTE: For individual crane equipment & accessory items ie. adj. boom saddle, outrigger pkgs., body leveling pkgs., hyd. pkgs. to operate a crane or other hyd. drive components

--- Compartment Equipment & Accessories ---

- Pressurized Storage System (PSS), 2-blowers with filters
- Tall Oxy / Act bottle storage w/ratchet strap, vents, "J" hks. & Reinforced floor
- 11’ Feet of Master Compartment Locking System for steel body. Spring loaded with padlock guards for both side packs

--- Hydraulic Power Package ---

- Closed center LS hydraulic power package, includes air shift PTO (requires chassis air system)
- Includes: pump, std oil reservoir with in-tank filter, vented fill cap, sight gauge

--- Crane Equipment & Accessories ---

- H7024TT Crane 7,000 lb max capacity (45,100 ft*lb) with hydraulic extend hex-boom 11'-24'
- Crane includes a true independent proportional wireless remote, holder with storage sensor, indicator light &

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external antenna, ACC, gear winch, crane hour meter, engine start/stop, A2B, overload system, holding valves & load block with non-live-swivel safety hook.

- Annual crane inspection (Initial inspection)
- Backup cable for wireless crane remote, 35ft (#022585)
- Install hydraulic crane on body - includes boom saddle, and valve well with HD reinforced cover

--- Outriggers & Accessories ---

- Outriggers for cranes up to 45,100 ft*lb, hydraulic up/down rear outriggers (2) with manual extend in/out on crane side (30" extend)

--- Chassis Equipment & Accessories ---

- Spring or spacer leveling package added to one side of chassis suspension (1-Ton)
- Standard PTO package for electric-over-hydraulic required on chassis with automatic transmission.(Ford F450-F550, F650-F750 & Ram 4500-5500)
- Electronic engine speed control - computer set - electronic engine
- Camera, relocate existing chassis camera to rear of body

--- Welder / Generator / Inverter / Power Equipment ---

- Mounting angles

--- Air Compressor Equipment & Accessories ---

- VMAC Predatair 40 CFM rotary screw hydraulic driven air compressor w/ white cover (Closed-Center)
- 40 CFM @ 150 psi with 17 gallon air tank (painted black) with moisture drain & integral hydraulic oil cooler.
- Includes control panel, mounted near body's switch panel

Note: Hydraulic requirement = 14 gpm (May require large pump kit, not included),

- Cold weather package included (cooler bypass), additional oil warming valve NOT available 24"L x 16.5"W x 18"H, 162 lbs
- Hose reel access (fiber box)
- Air accessory package - 1/2" X 50' Filter / lubricator / regulator, spring rewind reel 022671 (J spring), hose & ball stop

--- Lighting / Electrical Equipment & Accessories ---

- Exterior 12v LED flood light 022232 (2,100 lumens)
- Interior 12 v. LED strip light (can be used in O/A compartments)

--- Painting Equipment & Accessories ---

- 11 Feet of unit painted urethane "White" color. Not a base coat/clear coat or Metallic

Note: Includes protective spray covering on compartment fronts, bottom door frames, outside area around wheel wells, outer vertical outrigger tubes, rear bumper face & step surface
Note: Due to variations in OEM paint products and application methods, Maintainer cannot guarantee a perfect paint match on color
Note: For colors other than white additional charges will be required
Feet of Protective Spray Covering - MTS - cargo center deck, compartment tops & sides, front bulkhead, tail gate & extension, bumper and/or workbench area

NIXON-EGLI EQUIPMENT CO.
www.nixon-egli.com

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NO. CALIFORNIA: 800 East Grant Line Road, Tracy, CA 95376 • (209) 830-8600 • FAX (209) 830-8884

--- Roll-Out drawer and Tray Equipment & Accessories ---

- DuaLock (7) drawer aluminum set 29"W x 18"D x (1)-7", (3)-5", (3)-3"H, (300 lb. cap. per drawer) Includes top shelf

7" bottom space, overall height 41.50", #020017, Installed

- (2) Permanent Side-to-Side Dividers, Removable Front-to-Back Dividers DuaLock
- (3) drawer aluminum set 38"W x 18"D x (1)-5", (2)-3"H, (300 lb. cap. per drawer) Includes top shelf
- 1" bottom space, overall height 14.50", #021068, Installed
- (2) Permanent Side-to-Side Dividers, Removable Front-to-Back Dividers Risers for Drawer set / Bolt bin

--- Center Deck Equipment & Accessories ---

- Flush mount "D" ring tie-downs in bed floor #003217, each

--- Rear Bumper & Accessories ---

- 26" steel workbench bumper with recessed step on one side, 2 side storage compartments
- Includes a single mounting pocket for an optional vise / grinder mounting plate Includes: 2 grab handles and strip light for recessed step safety, transverse bar storage (75" long, flush with floor), doors on both sides. Includes a stainless steel rear bumper shell Note: Hitch and trailer plug to be quoted separately
- Class IV hitch receiver - 2" receiver - rated at 1,500 lbs. vert. 10,000 lbs. MGTW Note: customer is responsible to verify tow rating of chassis and available GVWR/GCWR remaining after loading of body and all other items.
- Trailer plug-in 7-prong flat blade #007486 (RV style)

--- Miscellaneous Equipment & Accessories ---

- Vise / grinder removable mounting plate HD, includes drain slots in plate

Unit Price:	**$153,503.60**
Sales Tax (Los Angeles County 10.25%):	**$15,734.12**
Total Price:	**$169,237.72**

The unit quoted above is dealer stock and is subject to disposition or prior sale.

The above price(s) are valid for 30 days.

Thank you for the opportunity to quote on your equipment needs. If you have any further questions, please feel free to contact me.

Sincerely,
Nixon-Egli Equipment CO.

Christian Velasco

Christian Velasco
Municipal Area Manager
(909) 732-9034

City Council Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **All**

SUBJECT: **APPROVE PURCHASE ORDER NO. 20230046 WITH NATIONAL AUTO FLEET GROUP FOR ONE (1) ROADLINE MODEL GPMT GRAFFITI REMOVAL TRUCK IN AN AMOUNT NOT TO EXCEED $158,774.26**

ISSUE

Approve Purchase Order No. 20230046 with National Auto Fleet Group for One (1) Roadline Model GPMT Graffiti Removal Truck in an amount not to exceed $158,774.26.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Purchase Order No. 20230046 with National Auto Fleet Group for One (1) Roadline Model GPMT Graffiti Removal Truck in an amount not to exceed $158,774.26; and

2. Authorize the Interim City Manager or her designee to authorize Purchase Order No. 20230046 with National Auto Fleet Group, including minimal and/or non-substantive changes.

BACKGROUND

Graffiti is one of the leading issues reported to the Maintenance Division. Since the beginning of the pandemic, documented graffiti cases throughout the City have increased 160%, with over 3,500 requests in 2022 alone. Existing staff and equipment are strained to keep up, with no ability to manage graffiti proactively. Therefore, in May 2022, Council approved the purchase of a graffiti removal truck to provide staff with improved equipment specifically made for graffiti abatement to streamline their process and dramatically increase production.

Additionally, a new Maintenance Worker position and second graffiti removal truck were approved in the Fiscal Year 2022-2023 budget to further aid the graffiti abatement program's efforts and continue addressing the backlog and growing volume of graffiti work orders.

DISCUSSION

The new, second graffiti removal truck and additional technician will effectively increase the graffiti abatement program's response and abatement times, improving short and long-term efforts to provide a clean and safe community.

The Roadline Model GPMT Graffiti Removal Truck will be fully equipped with up to four airless pumps and corresponding airless spray guns connected by high pressures lines of various length, contained by a reel hose located at the rear of the truck. A hot water high-pressured water blaster will rest on the bed of the truck, which uses a cleaning solution that is carried in the on-board tank to be used for the removal of graffiti. Safety lights will be installed to provide awareness of the truck to other vehicles and pedestrians. The enhancements on the new graffiti truck will allow for a more effective and efficient cleanup of graffiti and save the City on maintenance costs of the older vehicles and equipment currently in use.

To receive the best available pricing on the new Roadline Model GPMT Graffiti Removal Truck, the City is utilizing cooperative pricing with National Auto Fleet Group through Sourcewell Contract No. 091521-NAF.

FISCAL IMPACT

The Purchase Order amount for one (1) Roadline Model GPMT Graffiti Removal Truck with National Auto Fleet Group will not exceed $158,774.26. Sufficient funds are budgeted and available in Fleet Maintenance account 15733006-774400 (Measure AV).

STRATEGIC PLAN

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

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

Goal III: Invest in infrastructure to improve community livability.

B. Seek innovative, cost-effective, customer focused methods of service delivery.
C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Chuck Heffernan, Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, City Attorney

ATTACHMENTS

1. Purchase Order No. 20230046 National Auto Fleet
2. Sourcewell Contract No. 091521-NAF
3. National Auto Fleet Quote – Graffiti Truck

CITY OF PALMDALE

Purchase Order

PURCHASING DIVISION
PHONE: (661) 267-5444 FAX (661) 267-5454
BILL TO: ACCOUNTS PAYABLE
38300 Sierra Highway
Palmdale, CA 93550
(661) 267-5460

Revisions 000
Expiration Date 06/30/2023

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20230046**

NO SUBSTITUTIONS WITHOUT APPROVAL OF PURCHASING DIVISION. USE CITY OF PALMDALE ADDRESS SPECIFIED BELOW. MERCHANDISE MUST BE DELIVERED TO SPECIFIC DEPARTMENT.

VENDOR
NATIONAL AUTO FLEET GROUP
490 AUTO CENTER DRIVE
WATSONVILLE, CA 95076
Fax: 831-480-8497

SHIP TO
ADAM DYER
PUBLIC WORKS/MAINTENANCE
39110 3RD ST EAST
PALMDALE, CA 93550
Email: adyer@cityofpalmdale.org
Phone: 661-267-5338

Vendor Phone Number	Vendor Fax Number	Requisition Number	Buyer
855-289-6572	831-480-8497	230160	Matthew Harris

Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location
08/04/2022	7857	07/27/2022	DESTINATION/NET 45	STREET MAINTENANCE

Item#	Description/PartNo	QTY	UOM	Unit Price	Extended Price
	2023 Ford Super Duty F-550 Roadline graffiti truck The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading				
1	2023 Ford Super duty Roadline graffiti truck (F5G) XL CAB 169" WB84" CA QUOTE DATED 7/15/22. THIS PURCHASE ORDER IS THROUGH SOURCEWELL COOPERATIVE AGREEMENT NO. RFP #091521-NAF AND IS PENDING CITY COUNCIL APPROVAL OF THIS PURCHASE ORDER ON SEPTEMBER 7, 2022	1.0	EA	$158,774.26	$158,774.26
	15733006 - 774400				***$158,774.26***
	Commodity Code: 07000-00 AUTOMOTIVE VEHICLES AND RELATED TRANSPORTATION EQUIPMENT (INCLUDING TRAILERS) (EFFECTIVE 1-1-06 THIS CLASCTIVATED, REFER TO CLASSES 071, 0ND 073)				

IMPORTANT: Read Terms and Conditions provided as part of this purchase order

By: _____
Approved City Representative

VENDOR COPY

Sales Tax	$0.00
Order Total	**$158,774.26**

1. **ACCEPTANCE** ACCEPTANCE OF THIS PURCHASE ORDER BY THE VENDOR IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN. ANY TERM OR CONDITION STATED BY THE VENDOR IN ANY PRIOR PROPOSAL , ON VENDOR'S ACKNOWLEDGEMENT FORM, OR IN OTHERWISE ACKNOWLEDGING OR ACCEPTING THIS ORDER IS DEEMED BY BUYER TO BE A MATERIAL ALTERATION OF THIS ORDER AND IS HEREBY OBJECTED TO BY THE BUYER. ANY SUCH TERM OR CONDITION SHALL BE INAPPLICABLE TO THIS ORDER UNLESS EXPRESSLY AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER. ACCEPTANCE OF THE MERCHANDISE COVERED BY THIS ORDER WILL NOT CONSTITUTE ACCEPTANCE BY BUYER OF VENDOR'S TERMS AND CONDITIONS. ANY OF THE FOLLOWING ACTS BY VENDOR SHALL CONSTITUTE ACCEPTANCE OF THIS OFFER AND ALL OF ITS TERMS AND CONDITIONS; SIGNING AND RETURNING A COPY OF THIS ORDER; DELIVERY OF ANY OF THE MERCHANDISE ORDERED; INFORMING THE BUYER OF COMMENCEMENT OF PERFORMANCE; OR RETURNING VENDOR'S OWN FORM OF ACKNOWLEDGEMENT.

2. **PRICE AND DELIVERY** Vendor shall furnish the merchandise covered by this order (which may consist of or include services of a non-technical and non-professional nature or construction work) in accordance with the prices and delivery schedule stated on the face of this order. If prices or delivery dates are not stated, Vendor shall offer its lowest prices or best delivery dates, both of which shall be subject to written acceptance by Buyer. All prices include all applicable taxes, except sales taxes which are separately shown where applicable. Vendor warrants that the prices charged for the merchandise ordered will be as low as the lowest price charged by the Vendor to any customers purchasing similar merchandise in the same or smaller quantities and under like circumstances.

3. **PAYMENT** Buyer shall pay to Vendor the full sales price within forty five (45) days of invoice date, or sooner if otherwise specified on the face of this order.

4. **PACKING AND SHIPPING** Vendor warrants that prices include all charges for packing, crating, and transportation to F.O.B. point. All merchandise shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain the lowest shipping rates and to assure adequate protection of the merchandise in shipment and storage and its arrival at F.O.B. point in undamaged condition. An itemized packing list shall accompany each shipment.

5. **F.O.B, TITLE AND RISK OF LOSS** Unless otherwise specified on the face of this order, the F.O.B. point shall be Buyer's location designated on the face of this order . If transportation is F.O.B. Vendor's location, Vendor shall bear all risk of loss or damage to the merchandise, and title shall not shift to Buyer, until delivery of the merchandise to Buyer's designated location.

6. **INVOICING** After shipping or otherwise providing merchandise under this order, Vendor shall send a separate invoice, in duplicate, including item numbers and accompanied by a bill of lading or express receipt. The time for payment of Vendor's invoices shall commence upon the date of actual receipt of merchandise and acceptable invoices consistent with the requirements of this order.

7. **ADVANCE SHIPMENTS AND COMMITMENTS** Buyer may, at its option, either merchandise received in advance of the delivery schedule set forth herein, or return it to Vendor at Vendor's risk and expense. If retained, time for payment and discount, if any, shall be based upon scheduled delivery dates. Vendor shall place all orders for, and schedule deliveries of materials necessary for its performance under this order at such times as will enable Vendor to meet, but not unreasonably anticipate, the stated delivery schedule. In the event of termination of or changes to this order, Buyer shall not be liable for any charges or costs arising form commitments by Vendor for the acquisition of materials, or work performed, in advance of the time necessary to meet the specified delivery schedule, unless Buyer has given its prior written consent to such advance commitments or work.

8. **CHANGES** Buyer may, by written change order, suspend performance in whole or in part, make changes in quantities, in drawings, designs or specifications, in the method of shipment or packing in the time or place of delivery, or require additional or diminished work. If any such changed causes an increase or decrease in the cost of or the time required for, performance of this order, an equitable adjustment shall be made in the contract price or delivery dates, or both and this order shall be modified in writing accordingly. Any claim for adjustment under this Section 8 may, at Buyer's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to Buyer within thirty (30) days from the date of receipt by Vendor of the change order. No change order will be binding on Buyer unless issued and signed by an authorized representative of Buyer's purchasing department. Nothing in this Section 8 shall excuse Vendor from proceeding with the order as changed.

9. **INSPECTION** Final inspection and acceptance of the merchandise shall be at the F.O.B. point unless otherwise specified in this order. Such inspection shall be in accordance with the customary established inspection procedures of Buyer at the location where the merchandise is received. Buyer reserves the right to use sampling procedures for the acceptance or rejection of any or all items ordered. If a lot is rejected by the sampling procedure, the entire lot may be returned to Vendor for screening at the Vendor's expense or, at the option of Buyer, the rejected lot may be screened by Buyer at Vendor's expense, and the costs thereof shall be deducted from Vendor's invoice. Buyer may reject any merchandise which contains defective materials or workmanship or does not conform to specifications or samples. In such event, Buyer may, at its option, and upon written notice to Vendor: (i) rescind this order as to such merchandise; (ii) accept such merchandise at an equitable reduction in price; or (iii) reject such merchandise and require the delivery of replacements. Deliveries of replacement merchandise shall be accompanied by a written notice specifying that such merchandise is a replacement. If Vendor fails to deliver required replacements promptly, Buyer may: (I) replace or correct such merchandise and charge the Vendor the cost thereby incurred by Buyer; or (ii) terminate this order for cause as provided in Section 16 hereof. The rights of Buyer under this Section 9 are in addition to any other rights or remedies herein or by law.

10. **WARRANTIES** In addition to all other warranties, expressed or implied, Vendor warrants that the merchandise will be: (I) free from defect in workmanship and materials; (ii) free from defects in design except to the extent that such merchandise complies with the specifications provided by Buyer, (iii) suitable for purposes, if any, which are stated on the face of this order or in any attachments hereto; and (iv) in conformity with all other requirements of this order. These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance and payment.

    In addition to all other rights Buyer may have, if merchandise is determined not to e as warranted within a period of one (1) year acceptance by Buyer, Buyer may return such merchandise to Vendor, at Vendor's expense, for correction, replacement or credit, as Buyer may direct. Any merchandise corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement merchandise, be subject to the provision of this Section 10 for the same period and to the same extent as merchandise initially furnished pursuant to this order.

11. **PROPRIETARY INFORMATION** All written information obtained by Vendor from Buyer concerning this order, and which is identified as proprietary by Buyer, shall be received in confidence and shall remain the property of the Buyer, and shall be used and disclosed by Vendor only to the extent necessary for performance of this order.

12. **COMPLIANCE WITH LAWS** Vendor shall comply with all federal, state and local laws, ordinances, rules and regulations in the manufacture and sale of the merchandise (including the performance of any services or construction work). Vendor will defend and hold Buyer harmless from any loss, damage or costs attributable to or arising out of any actual or alleged violation of any such law, ordinance, rule or regulation.

13. **USE OF VENDOR'S LITERATURE** Buyer shall have the right, at no additional charge, to use and reproduce the Vendor's applicable literature, such as operating and maintenance manuals, technical publications, prints, drawings, training manuals, and other similar supporting documentation and sales literature. Vendor shall advise Buyer in writing of any updated information relating to the foregoing literature and documentation.

14. **LIABILITY FOR INJURY** Vendor shall indemnify Buyer against any loss and liability for all personal injury and property damage caused by the merchandise sold or the services of construction work.

15. **ASSIGNMENT PROHIBITED** Vendor shall not assign this order, or any rights or obligations hereunder, without the prior written consent of Buyer, and no attempted or purported assignment by Vendor shall be binding on Buyer without such written consent.

16. **DEFAULT AND TERMINATION** Buyer may, by written notice of default to the Vendor, terminate this order, or any part thereof, under the following circumstances:
    A. If Vendor fails to deliver the merchandise (or to commence performance of any services or construction work included therein) in accordance with the delivery schedule specified herein, or any extension thereof; or if vendor fails to perform any other provision of this order, or so fails to make progress as to endanger performance of this order in accordance with its terms, and any such failure or default is not cured within ten (10) days after written notice from the Buyer, or
    B. In the event of the appointment of a trustee, receiver or liquidator for all or a portion of Vendor's property, or the institution of bankruptcy, reorganization, arrangement or liquidation proceedings by or against the Vendor, or any assignments by Vendor for the benefit of creditors.

    Upon any termination to this Section 16, Buyer may purchase similar merchandise elsewhere, or secure the delivery of the merchandise by contract, or otherwise and Vendor shall be liable to Buyer for any excess cost to Buyer; provided, however, that Vendor shall not be liable for such excess costs when the delay of Vendor in performing or in making deliveries is due to causes beyond the control and without fault or negligence on the part of the Vendor. No cause shall constitute a basis for excusable delay unless Vendor has notified Buyer in writing of the existence of such cause within ten (10) days from the commencement thereof. The rights and remedies of Buyer under this Section 16 shall not be exclusive and are in addition to all other rights and remedies provided by law or by the terms and condition of this order.

17. **WAIVER** Buyer's failure to insist upon the performance of any provision of this order, or to exercise any right or privilege granted to Buyer under this order, shall not be construed as a waiver of any provision of this order, and the same shall continue in full force and effect. If any provision of this order is determined by a court of competent jurisdiction to be void or otherwise unenforceable, the other provisions of this order shall not be affected thereby.

18. **DISPUTE RESOLUTION** Disputes regarding the interpretation or application of any provisions of this order shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties. If any action at law or in equity is brought to enforce or interpret any provisions of this order, 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.

19. **GOVERNING LAW** The validity, performance and construction of the order, including all terms and conditions thereof, shall be construed in accordance with and governed by the laws of the State of California.

20. **ENTIRE AGREEMENT** This order, its terms and conditions, and any supplemental attachments, addenda or riders annexed hereto by Buyer, contain the entire agreement between the parties as to the subject matter hereof, and replace and supersede any prior or contemporaneous communications, representations or agreements, whether written oral, with respect to such subject matter, unless specifically provided otherwise herein.

21. **NOTICES** All notices, demands, requests or approvals to be given in connection with this order shall be in writing and delivered in person or by mail, postage prepaid, and addressed to the other party at the address set forth on the face of this order, or to such other address as may be subsequently be designated in writing by either party.

22. **SPECIAL PROVISIONS** Notwithstanding any terms or conditions herein above, to the contrary, the Special Provisions set forth in Attachment A, attached hereto, shall be deemed to be incorporated herein by reference and shall be binding on Vendor and shall superceded any provision of this Purchase Order set forth herein above which are in conflict therewith.

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Solicitation Number: RFP #091521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC dba: National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires November 8, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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 non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 11/4/2021 | 1:28 PM CDT

72 Hour LLC dba: National Auto Fleet Group

By: DocuSigned by: Jesse Cooper FACBB5730C1E467...
Jesse Cooper
Title: Fleet Manager
Date: 11/4/2021 | 10:46 AM CDT

Approved:

By: DocuSigned by: Chad Coauette 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/4/2021 | 1:34 PM CDT

RFP 091521 - Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

Created On:	Tuesday August 24, 2021 16:34:10
Submitted On:	Tuesday September 14, 2021 14:10:21
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	d2e890de-e761-4f47-9b23-bef3d512bd76
Submitter's IP Address:	76.81.241.2

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 Hour LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	WCAF, LLC WCDJR, LLC Alan Jay Automotive Inc	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	NAFG has numerous subsidiaries and DBA's including but not limited to: National Auto Fleet Group, Chevrolet of Watsonville, Watsonville Ford Watsonville CDJR Watsonville Fleet Group Alan Jay Chrysler Jeep Inc Alan Jay Chevrolet, Cadillac Alan Jay Buick, GMC Alan Jay Auto Outlet Clewiston Motor Company, Inc Alan Jay Chrysler Dodge Ram Jeep Alan Jay Lincoln Alan Jay Ford Alan Jay Nissan Alan Jay Toyota	*
4	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
5	Proposer website address (or addresses):	www.NationalAutoFleetGroup.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper Fleet Manager 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper Fleet Manger 1-855-289-6572 490 Auto Center Drive Watsonville, CA 95076 ClarkeCooper@watsonvillefleetgroup.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group started as a new division of 72 Hour LLC, in the summer of 2010 in the heart of Southern California. We began our network with a single automobile dealership and have now grown our network to encompass numerous dealerships located in and outside of California. We stand by providing opportunities for advancement by hiring and promoting from within our organization. Many of the Fleet Managers who started with us in 2010 are still with us today. Through the years, we have evolved and adapted to the new technology driven trends that are revolutionizing the automotive industry today. However, our brand's fundamental core values have remained unchanged – We are committed to do right for the members. If we take care of them, they will in return take care of us. National Auto Fleet Group's operational blueprint and business philosophy has always been the "4 RIGHT's" for every member: We deliver the RIGHT vehicle, at the RIGHT time, to the RIGHT place at the RIGHT price. The integrity of our business stems on our deep family roots in the automotive industry. We are and always will be family owned and operated with our future generations already in their infant stages today. We are committed to pioneering our industry for decades to come.	*
10	What are your company's expectations in the event of an award?	If awarded, this would be our 5th Sourcewell Contract and we would execute as such. We will continue to serve your members and provide them with excellent customer service while continuing to advance customer satisfaction. Along with implementing new business growth strategies that will ultimately launch us into new heights once again. Furthermore, we will launch our Partner Program detailed in the attached "marketing Plan Compressed" Zip file. This next generation application will give members the power to select upfitters they would like NAFG to partner with in providing satisfactory quotes and service. We see tremendous value in building out these mutually beneficial partnerships, so we can provide 100% satisfactory turnkey solutions to the members.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate NAFG's financial strength and stability, we have uploaded Bank Commitment letters under the Financial Strength Section of the online application. We have a direct line of credit of $52,000,00.00 that we are currently utilizing with our current and past Sourcewell Contracts. However, this number is not capped as we have the freedom to extend the cap to accommodate the revolving needs of the members. Referenced below is a short register of some of our market success from awarded government contracts that encompass over $140,000,000.00 worth of products and goods under our current Sourcewell Contract. A. City of San Diego, CA $ 72,000,000 contract under our Sourcewell Contract 120716-NAF. B. City of San Diego, CA $ 55,400,000 contract under our Sourcewell Contract 081716-NAF. C. Government Fleet Article Highlighting our transaction with the City of San Diego, CA procuring over 100 Police vehicles through NAFG Sourcewell Contract 120716-NAF. D. City of Los Angeles World Airports, CA Contract for $ 24,003,500 under Sourcewell Contract 120716-NAF for the procurement of 400 vehicles. E. City of Los Angeles Harbor, CA Contract Extension to $ 4,500,000 contract under Sourcewell Contract 120716-NAF. F. City of Los Angeles Harbor, CA Contract for $1,500,000 under our Sourcewell Contract 120716-NAF. G. City of Los Angeles Harbor, CA Renewal for another $ 1,500,000 under Sourcewell Contract Class 6, 7 and 8 Contract 081716-NAF. H. City of Costa Mesa, CA Contract $1,023,220 under our Sourcewell Contract 120716-NAF. I. Blanket Contracts with the State of Maryland, MD off our current Class 6, 7 and 8 Chassis Contract 081716-NAF. J. Blanket Contracts with the State of Maryland, MD off our Current Sourcewell Contract 120716-NAF. We have also attached our Commitment Letter's for unparallel support from leading nationally recognized upfit suppliers such The Knapheide Manufacturing Company. Along with regional suppliers such as Brand FX and Phenix Truck Body located in Southern California serve as regional support locations, whom we often work alongside to fulfill all member needs with past, present, and future orders with NAFG. Included are also Upfitter Recommendation letters to illustrate how National Auto Fleet Group has taken a proactive interest in building mutually beneficial relationship with our upfitters. Mutuality and reciprocity relationships between body companies and our dealer's are two of the key components that help members receive what they need in a smooth and efficient fashion. In addition, the adoption of our Class 6, 7, and 8 Contract from Anne Arundel County in the state of Maryland is as an example of how National Auto Fleet Group attracts and retains new clients by demonstrating to them there's a better and more efficient way of finding turnkey solutions. Lastly, we have attached supporting documents that help emphasize and exemplify our growth since our first awarded Sourcewell Contract in 2012. We sincerely hope it helps portray our commitment to building lifelong rapport and trust with our partner upfitters and members.	*
12	What is your US market share for the solutions that you are proposing?	. Of our respective brands and OEM's we represent, the US market share is estimated to be 60 – 75%.	*
13	What is your Canadian market share for the solutions that you are proposing?	It is difficult to estimate the market share for the brands and OEM's we represent, however we estimate that it should be the same 60 -75 % of the US share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	National Auto Fleet Group is a dealer network best categorized as "A" - Distributer/Dealer/Reseller and Dealer Partner for (15) OEM Manufacturers including Ford Motor Company, Chevrolet, RAM, GMC, Buick, Chrysler, Dodge, Jeep, Toyota, Nissan, KIA, BMW, Honda, Cadillac and Volkswagen, All orders are placed with the franchised dealer and ultimately titled directly to the member. All appropriate certification certificates and authorized DMV/Factory licenses may be found in the "Related Certification" section uploaded to this RFP. It should be noted we do not sell used equipment to members.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Required licenses include a Dealer's License, a Franchise issued by the Manufacture, a Department of Motor Vehicles License, as well as a Reseller's permit license. All which NAFG and Dealer Partner's hold. Please review our attachment documents in section "Related Certification" for licenses that we either solely own or are jointly owned by our partner dealers that pertain to this RFP. A list of all our licenses are below, some of which may not pertain to class 1-3 but to class 4-8. CA Certificate of Good Standing 200824810190 State of Florida License Certificates: VF/1000974/4 VF/1000950/1 VF/1046516/1 VF/1024619/2 VF/1024619/1 VF/1018615/1 VF/1021891/1 VF/1000974/3 VF/1105916/1 VF/1020705/1 VF/1000969/1 CA State Seller's Permit 101-135239 CA State Seller's Permit 245364864-00001 Department of Motor Vehicle, Vehicle Dealer/ License Number 97772 Department of Motor Vehicle, Vehicle Dealer License Number 97771 Department of Motor Vehicle, Vehicle Dealer License Number 43609 Bureau of Automotive repair Registration # ARD00296319 123120 CA State Seller's Permit 232781952-00001 City of Watsonville Business License Number 1792 City of Watsonville Business License Number 4358 Fictitious Business Names from Santa Cruz County for National Auto Fleet Group FBN: 2017-0000138 California General Resale Certificate Dun & Bradstreet Number: 023680653 Government of The District of Columbia Certificate Government of the District of Columbia Tax Registration # 7815888160711 City of Los Angeles Tax Registration Government of The District of Columbia CLEAN HANDS CERTIFICATION San Diego Freightliner Seller's Permit Commonwealth of Virginia State Corporation Commission Certificate State of Maryland Good Standing Certificate Kansas Department of Revenue for Kansas City Peterbilt New Jersey Department of Treasury Registration Certificate New Jersey Business Registration Notice of Compliance of the Canton City Codified Ordinance Employee Information Report for the State of New Jersey State of Maryland New Sales and Use tax License CA State Seller's Permit 98-037902 00006 South Carolina Department of Motor Vehicles License Number 36133 State of South Carolina Retail License Commonwealth of Kentucky Vehicle Dealer License 1583 20 100 State of West Virginia Dealer License Commonwealth of Kentucky Vehicle Dealer License 1581 20 036 State of Tennessee Vehicle Dealer License	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not Applicable, none.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Auto Fleet Group's received its most prestigious award for Top Placement within Ford Motor Company as the leading dealership in Government Sales. In addition, our Chevrolet brand was highly ranked and honored 4/5 consecutive years by General Motors.	*
19	What percentage of your sales are to the governmental sector in the past three years	Within our fleet division, 90% of our contracts within the past three years have been with government accounts.	*
20	What percentage of your sales are to the education sector in the past three years	Within the past 3 years 90% of our sales have been to government accounts, 20% of which are within the education sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year over the past three years. In addition, our Sourcewell Contract's 091219, 081716 and 120716 that we have maintained over the past three years has sold combined north of 400 million of Combined Quarterly Sales.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	National Auto Fleet Group's focus lies on the Sourcewell Contract. NAFG holds no other GSA contract, Standing Offers, or Supply Arrangements other than the State of California contract. Our annual sales volume is estimated to be north of $200 million.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Port of Los Angeles, CA	Mr. Dave Comer	310-72-3794	*
County of Venture, CA	Mr. Jorge Bnilla	805-672-2044	*
City of Austin, TX	Mr. Matt Sager	512-978-2637	*
County of San Joaquin, CA	Mr. David Myers	209-468-9745	
City of Palo Alto, CA	Ms. Danitra Bahlman	650-496-5920	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Austin	Government	Texas - TX	Purchaser	10-15 Vehicles at once, Vans and SUVs	Over 1M	*
Los Angeles Department of Water and Power	Government	California - CA	Purchaser	Over 120 Vehicles, Vans and SUVs	Over 3M	*
Port of Los Angeles	Government	California - CA	Purchaser	Over 80 Trucks, Vans and SUVs	Over 2M	*
Anne Arundel County	Government	Maryland - MD	Purchaser	Over 40 Trucks, Vans and SUVs	Over 1M	*
City of San Diego	Government	California - CA	Purchaser	Over 500 Trucks, Vans, SUV'	Over 15M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	Our sales force consists of direct and an indirect sales force. Our direct sales force consists of direct employees and partner dealers, which exceeds an employee count of 300 personnel both full time and part time. Many of our sales force are spread across the US and we leverage our relationships with our larger class dealerships to service the members lower class vehicle needs as well. A cross sales force. These individuals help support our dealerships and NAFG Fleet Division directly. On the other hand, our indirect sales force made up of upfitters and partner suppliers consists of over 100 personnel with our partner network and sales force growing annually. With both direct and indirect sales force staff working together, NAFG has been able to successfully grow, maintain and service the demand of the members. As the number of your members grow, we will continuously welcome more staff to not only meet customer demand, but also to exceed customer expectations.	*

26	Dealer network or other distribution methods.	Our franchise network in Canada and the U.S. is fortunately second to none. Our 15 proposed OEMS previously mentioned, all of which have established a presence nationwide with factory stores strategically placed where all members can receive service and complete warranty repairs with their respective products. Simple put the North American and Canadian automobile supply chain network is one of the best in the world. Of the 15 brands we represent, the OEMs have put in place a dealer network across all 50 states that will allow us to best serve all members.	*
27	Service force.	The 15 manufactures we represent have thousands of service locations that would be easily accessible to all your members. Service centers and warranty repair facilities for all 15 OEMs are ample and ready to help service our members and their needs. However, Alaska and Hawaii may be exceptions as they may have farther distances between franchises where members can utilize the repair services.	*
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The member may order their vehicles by navigating to our website, www.NationalAutoFleetGroup.com and going through the step-by-step process to generate an online quote or by calling one of our representatives at 855-289-6572 or by sending NAFG an email at Fleet@NationalAutoFleetGroup.com. Orders are then processed directly to the manufacturer who will work to supply the vehicle to the ship-to location for upfittinig or end user desired delivery location.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	To best demonstrate our Customer Service program, kindly reference the ZIP file “Member Walk Through” that is attached in the Additional Documents folder. Please begin with and review in order that is explained below: How Members Can Get Quotes Online: A member can obtain most quotes by visiting our website www.NationalAutoFleetGroup.com where a simple one step form is needed for registration. This is to protect the price information from nonmembers. Once a member registers they will receive an automated welcome email with a demo video on how to use our site. Members will gain access to there very own dashboard which will house all there quotes in one safe secure login. Member’s can select which brand they are looking for and model year. Our site shows all the categories the brand offers such as: Cars, Vans, SUV’s Trucks and Chassis Cabs. Members will then be able to drill down for the right selection by picking from the filter menu of what cab there looking for (Regular, Extended or Crew) to 2 wheel or 4 wheel drive down to the bed length there looking for. All factory options are then presented for the member to select from, this will show all current factory orderable options, taking the guess work out for the member. Once a member selects a desire build, they will see there Sourcewell Price report showing the MSRP, there contract price, the saving in real dollars and as a percentage. In the PDF example you can see a saving of $ 9,175.96 of 22.345% to the member showing a significant savings. Members then can chose to add extra’s to there order like extra keys’ service manuals, sales tax and even request an upfit to be added to there quote. Lastly they will be given a complete turn key quote package to print which will include there customized Quote ID, Description and Specifications of what they built. How Members and Upfitters can Partner with NAFG: Our dedicated website www.NAFGPartner.com was built to accommodate the member who would like a certain upfitter to upfit there vehicles. It was also built for upfitters to have a place to go where they can find information on how to partner with NAFG to better serve there local members. Example of A Member with Upfit Quote: This is an example of how we use our Cab Chassis and combine them with an upfit to provide a turnkey solution for the member in a simple to follow format. ETA System for Members Walk Through: This is where members can easily come to our website, the same website they built there chassis on and track there order like they would a UPS package. We have a very simple display on our homepage “Track your order” where members can enter one of the following: Purchase Order Number, Quote ID, Upfit Quote ID or vin to easily see there in the process there particular order is in. Courtesy Confirmation Explained: After NAFG receives an order from a Member, we always like to send them a Courtesy Confirmation. This is were the member will double check some particulars on there order like, Color, Quantity, Upfit and Specification’s are all correct before order placement. We also like to ask for title information at this point so we can help process the paperwork at delivery promptly. Factory Order Cut Off Notices: Here is were we like to highlight were members can access any upcoming factory order cut off dates. We walk them through the process step by step to ensure everyone knows the upcoming order cut off date, we even print this information (if known at the time) right on the cover page of there quotes. Validation Walk Through Example: To demonstrate a price validation, we show what a member would see when they build a truck on our site. At check out the member would see the Total Configured MSRP of $ 35,730.00, A Sourcewell Price of $ 27,331.68, Total Saving of $ 8,398.32 or 23.505% for a 2020 F-250 followed by the pricing page which shows the Minimum Discount of at least 18.50%. As you see we provided an additional 5% discount on top of the 18.50% contract discount. This would be the case in most instances.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Our willingness and ability to service members nationwide is unparalleled. We have dedicated staff 5 days a week, from 7am to 7pm standing by ready to assist any member help find the best solution for there needs even if helping assist them to the best Sourcewell Contract that could be a solution. We have a dedicated live chat feature on our online quote generating website in case any member has any trouble at all in building there quotes. NAFG has established a chain of suppliers who are at the ready to serve if called upon by any member. We are here to help.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are willing and eager to soon extend our business model and network into Canada. We believe partnering with local Canadian based dealer groups is key to success in the Canadian market. NAFG’s competitive pricing as well as a simple US Dollar to Canadian conversation will help NAFG expand into the Canadian market for participating Sourcewell members.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	National Auto Fleet Group will handle servicing 100% of all geographic areas located in the United States. Although it is unclear what unseen obstacles we may face in Canada, NAFG is committed to building the same model to service Canada and providing the same level of customer satisfaction, service, and care as in the United States.	*

33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	NAFG will continue to service all Sourcewell Members through our 24 hour a day, 7 days a week online portal with the exclusion of Non-Profits. Unfortunately, Non-Profits are often not eligible for the same discount's government entities are qualified for. However, Non-Profits are subject to a different pricing program and will be evaluated on a case to case basis.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The only possible logistical constraints we may face is the shipping constraints for shipments arriving in Alaska, Hawaii and US Territories. For example, we often provide members in Alaska or Hawaii with vehicles that often have upfits. To circumvent this potential issue, members allow us to add these extra shipping and port costs to their quotes.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group encompasses a variety of marketing strategies to promote our products and services to streamline the vehicle purchasing process for government entities. Below are a few strategies used to serve as the gateway between our business and public agencies. Website and Inbound Marketing: The creation of a professional customer-focused website is one of our main features to market our products and services. The NAFG website encourages our members to interact and browse through products offered along with pricing and information about National Auto Fleet Group. Inbound marketing is created when potential members are directed to the company website. With this method, we are able to not only connect with members but to put the purchasing ability into the hands of each member. Our inbound marketing strategy attracts members by creating valuable content and experiences tailored to the needs of each individual. Examples include email campaign flyers on our products, informative and how-to videos, social media and engaging members with top-notched customer service to build brand awareness. Email Marketing: One of the main strategies used to engage current and potential members is Email Marketing. Our emails include different types of flyers that consist of information of the Sourcewell contract, promoting manufacturer brands, holiday themed flyers, discounts offered to first time buyers, important cutoff date reminders and upcoming products and events. The use of marketing campaigns plays a major role in enhancing the growth of our client database. Emails are a big part of our daily lives due to government agency employees utilizing emails as their main source of communication. We use campaigner.com as the emailing platform to reach our target members. Videos and descriptive images are used on all flyers and are compatible with a desktop or mobile device. Messages are short and to the point with links leading to the Sourcewell and NAFG homepage. The Campaigner email system allows the ability to track email activity based on open rate, unsubscribes and link clicks which is beneficial to understanding email effectiveness. Once potential members are directed to our website, they are welcomed with a wide range of options to explore an array of our products and services. They are able to register to become a member, view pricing, explore available in-stock vehicles, view how-to-videos, build a vehicle online to request an immediate quote or use our live chat assistant or call/email for live support. Face to Face Marketing Strategies: This strategy has proven to be successful in generating leads and creating lasting relationships by developing genuine connections with prospective members. National Auto Fleet Group attends several trades shows per year to engage members and put a face to the company. This in person meeting aids to build the brand by nurturing relationships between members and other vendors associated through the process. Trade shows attended include GFX, IAPPO, NIGP, ACT, CAPPO, and CASBO throughout the United States. NAFG has many opportunities to make in person presentations to propose products, services offered and to answer any questions potential members may have. These PowerPoint Presentations include topics on NAFG/Sourcewell process, how to facilitate the vehicle purchasing without bidding, informational videos, and the brands and services we provide. These meetings have been held at local cities, counties, school districts, water districts and ports. Relationship Marketing is a vital strategy used in building and maintaining long-term relationships practiced by National Auto Fleet Group on a daily basis. NAFG strives to create a positive and supportive connection with members by providing personalized and responsive customer service practices. The sales team has worked tirelessly to focus on providing outstanding customer support to create a powerful rapport with existing and new members. By going above and beyond, they have enhanced existing relationships and executed customer loyalty with repeat businesses. They strive to deviate from the "Car Salesperson" mentality which is 100% sales driven to a more product and customer service approach by instilling a sense of confidence in our clients. The goal is to regularly assist clients and address any needs and concerns even after the purchase has occurred. The strive to focus on solution selling vs. product selling develops into a mutually beneficial agreement for members and the business. Below are a few examples on successful relationship marketing from our Fleet Department: We had a member call in to request financing/lease options for a truck needed through our National Auto Fleet Group/Sourcewell vehicle contract. I contacted another Sourcewell vendor, Matt Geiselhart from NCL Gov Capital and he was happy to assist with a financing quote. The member also requested to trade in a current vehicle in their fleet and was directed to Govdeals for assistance in removing the outdated unit through an auction. The member was able to utilize three Sourcewell contracts to complete his transaction which simplified the entire process. The member was very satisfied with the amount of care and ease through his experience and became a repeat customer. By utilizing a cross-selling strategy, National Auto Fleet Group became his one stop shop to fulfill all fleet vehicle purchasing needs. "I had a member call in desperate to obtain a new truck because an employee had gotten into a serious accident and had the truck totaled. Due to covid restrictions, most manufacturers are currently experiencing microchip shortages which relays to production delays at the factory. We were able to direct buyer to our in-stock inventory on the NAFG website and member was ecstatic to locate truck to meet their needs. Instead of having to wait 30 weeks to receive the new vehicle, member was able to obtain the new truck within 3 weeks."	*

"I once had a member contact us two years after purchasing a vehicle from us. They had a malfunction with the liftgate on the box truck which caused a logistical nightmare. I was able to contact one of our body vendors that upfitted the lift gate installation and a service technician was able to go onsite to resolve the liftgate issue at no additional cost. The member was very impressed with the quality of our customer service even after purchase. "

"I had a member request a ¾ ton truck pricing but was unsure about their budget at the time. I took the time to go through each option with the client to provide a Sourcewell pricing quote through multiple manufacturers from Ram, Chevrolet and Ford. This empowered the member to have multiple pricing options for review to align with their budget as well as eliminating the need to shop anywhere else. "

"We work with many body companies to assist customers with the body upfitting process. One of our members called in a request to expedite a particular vehicle that was held up at one of their local body upfitters. I contacted the body company representative and put in a request to expedite the upfitting per request of the member. The body company was able to comply with the request and delivery was made sooner than expected."

Word-of-Mouth Marketing: The positive quality of service has led to more sales based on previous customers' impressions on their experience. NAFG's goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and advocate services to other members. NAFG has been fortunate to experience multiple instances of leads generated based solely on word-of-mouth marketing though our existing customers.

Cross-promotion: National Auto Fleet Group is currently collaborating with another Sourcewell Vendor, NCL Government Capital to promote each other's products and services. NCL Government Capital specializes in providing competitive equipment financing programs for municipalities and public education entities across the United States. As a team, NCL and NAFG produced a variety of marketing materials such as videos, flyers and info graphs to promote purchasing and leasing opportunities.

Hoglund Bus Company is another cross-promotion vendor NAFG had the opportunity to create a partnership with. Flyers were created to advertise Chassis from NAFG along with a variety of bus bodies from Hoglund Bus Company.

With cross-promotion, companies exchange knowledge and provide endorsements on websites, social media, and email campaigns. This strategy creates an influx of new leads, brand awareness, increased sales and recurrence of customers. National Auto Fleet Group will continue to create new partnerships and facilitate more cross-promotion opportunities in the near future to provide turnkey solutions for a variety of vehicle purchasing needs.

Coming in 2022, National Auto Fleet Group will be launching a NAFG Partner Website to further increase business growth. The website www.nafgpartner.com is expected to launch next year in 2022. The site encourages body upfitting companies throughout the United States to partner up with NAFG to become a preferred member. The benefits of becoming a preferred member include endorsements on website and social media avenues along with word-of-mouth referral for clients with upfitting needs. Our dedicated public relations representative will conduct phone and in person meetings to discuss the advantages of partnering up with NAFG, therefore generating more cross-promotion opportunities.

Members from government agencies are encouraged to go on the site to search for local body upfitting companies they are interested in working with. As a prerequisite in becoming a preferred vendor, they are required to advertise NAFG and the Sourcewell contract on their business website and refer their clients to purchase their cab/chassis needs through NAFG. This establishes a partnership that will generate increased sales all around. We are still currently building the website and interacting with body companies across the United States that would be interested in partnering up with NAFG.

36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media plays a crucial element in the way people communicate and connect with each other. LinkedIn is the go-to platform used by NAFG as it offers a variety of ways to expand our network by locating and connecting with relevant professionals in the industry. National Auto Fleet Group has utilized LinkedIn to engage current and potential members through personalized messages and posts. Personalized messages include thanking them for registering on site as well as directing them to on our link to the website, LinkedIn, YouTube, Facebook and Instagram company pages. The goal is to unite with people already on our database as well as people that would benefit from our products and services. Current flyers or messages about our company are also posted on the LinkedIn site to generate and attract more business. Time is also spent on reading posts from connections and observe any needs that National Auto Fleet Group may assist with. National Auto Fleet Group has begun utilizing video marketing strategies to further promote and market products by engaging on social media channels and email flyers. Programs such as Vimeo, Video Scribe, Cartoon Animator, Adobe Animate, Illustrate, Captive, Photoshop and Movavi Video Editor Plus are employed to edit and create videos to assist in endorsing our company. The following videos were recently created by our marketing department along with outside video production companies: Explainer Video: The first video created was a 90 second explainer video about National Auto Fleet Group that used animated characters to visualize our products and services along with information on the Sourcewell awarded contract. The video has been incorporated into all our weekly email flyers and social media platforms as an informative video on our products and how to purchase vehicles off Sourcewell Government Contract. How To Videos: National Auto Fleet Group has also created step-by-step How-To videos on the process to purchase both Light Duty and Heavy-Duty vehicles off the contract. In Stock Vehicles: This video showcases our in-stock vehicles available and the process of requesting a quote. ETA Tracking System: This video was created to not only introduce but to encourage clients to self-track their vehicle status. Holiday Themed Videos: These amusing videos were created to celebrate the holidays and add humor and lightness to our company and products sold. Cross Promotion Video: This video markets our relationship with NCL Government Capital and Sourcewell to endorse EV vehicles. Videos for social media: Mini videos were created to advertise new vehicles available, pricing and cutoff date reminders. NAFG has recently introduced a newly built live chat feature on our website for customer convenience as well as improving customer service. Visitors have access to chat with a live sales representative 24 hours a day, 7 days a week. With this feature potential customers are provided with another avenue for assistance in addition to emailing and phone calls. The benefits of a live chat option include quicker response time to assist buyers in reaching a purchasing decision and answer their questions. Improving customer service will also lead to increased sales, customer loyalty and engagement. Many studies have shown a strong correlation between live chat and increase in conversion rates. Potential clients appreciate having their questions answered in real-time when trying to build a vehicle quote online and allowing the user to multi-task different projects.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's mission states: "Our commitment to service and exceeding client expectations." This statement integrates with our relationship marketing strategy with our commitment to go above and beyond for all our members. Sourcewell is a trusted brand that government entities can rely on to access a wide variety of products and services for their everyday needs. With over 40 years of partnerships and relationship building, they are the glue that connects government, education, and nonprofit agencies to companies of all sizes to offer turnkey solutions to their needs. Sourcewell is also a reliable resource for vendors by not only connecting with potential prospects but by providing valuable marketing materials readily available for download on their website. Resources and tools provided include flyers, vendor training videos along with compliance information. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contracts to ensure products and services are from reputable vendors. The brand provides a sense of legitimacy of our company name and members recognize that products and services are from reliable sources that will meet their needs. Sourcewell's aim is to simplify the purchasing and procurement process of government entities by eliminating the costly bidding procedure. The process of researching the right vendor is not only stressful and time-consuming but can be expensive as well. Sourcewell has completed the bidding for government entities which simplifies the overall purchasing process by providing access to competitively bid contracts procured by a government agency. Sourcewell has provided NAFG with overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics which is a dynamic National Auto Fleet Group is proud to be part of. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. This contract can be customized to meet the unique needs of each client. The sales team has incorporated not only this standard of integrity in their sales practice ensuring clients' purchasing needs will always be met. The cost savings and stress-free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within the company.	*

38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicles makes and models with the ability to customize a vehicle tailored to their specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minutes depending on the complexity of the vehicle. If upfitting is needed, the buyer can list the details of the up-fit while building their vehicle on our website to receive a complete quote or a sales representative can be reached through phone, email or our new live chat feature built on our website. We have recently created and uploaded a “How-To Videos” section on the homepage of our website which highlights a step-by-step process on how to build an online quote. This informative video demonstrates how to navigate the website in how to generate a vehicle quote with or without upfitting options. It begins by explaining how to register on our website as a member and then details on how to select vehicle model and type and the factory options needed. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If assistance is required to build a quote, our sales rep is also available to walk a client through the e-procurement process step by step. This ensures someone is available to answer any questions if needed and empowering the client to make any future purchases on their own. Clients may also call or email the needs of the company and receive a customized vehicle quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	National Auto Fleet Group extends any and all product, equipment, maintenance and operating programs provided by the Manufacturer directly to Sourcewell participating entities during the quoting process. The manufacturer will provide quotes to the member based on the vehicles class and size, and geographic location. NAFG will always pass these quotes onto members and treat them like an upfit to the vehicle.	*
40	Describe any technological advances that your proposed products or services offer.	Technological accomplishments by Manufactures like Ford Motor Company and General Motors serve members by keeping many models available for members to choose from. Additionally, NAFG allows members the ability to choose to electrify their vehicle by opting into the Motive Power Systems we can still help supply this kind of an upfit. For more information, we have attached the product and pricing information within the “Upfits Available” and “All 15 Manufactures” ZIP files under the supporting documents portion of the application.	*
41	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	. National Auto Fleet Group helped create the Climate Mayor Purchasing Collaborative by partnering with over 400 Mayors nationwide. This initiative was created for the benefit of members who wanted to create and sustain an all-electric fleet. We offer 100% purely electric vehicles your members to choose from. Some popular models include the Chevrolet Bolt, Ford Fusion, Ford Mustang Mach-E, as well as Ford’s all electric F-150. We are confident that as more OEM’s continue to manufacture new electric vehicles, we will provide them for members to select from. More information about this initiative can be found at www.Driveevfleet.org	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	NAFG has the California Air Resource Board (CARB) Certificate as well as the Ford Qualified Vehicle Modifier Certificate on file with some of our partner suppliers and upfitters hold these certifications and these certifications help illustrate how each vehicle conserves energy and remains energy efficient.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	NAFG holds a current partnership with many suppliers some of which are veteran owed such as Pacific Truck Body located in CA. Our Ford, Chevrolet and Ram,Jeep,Dodge,Chrysler stores are jointly owned and operated by Minorities.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	. National Auto Fleet Group was not only built on dedication and hard work, but also through quantifiable metrics that directly measure the results of our efforts to ensure real goals are being measured and met. Through measuring results, NAFG takes responsibility in ensuring we deliver only the best customer care to your members. NAFG offers members 24 hour website access to customer support to personably walk members through any questions they may have. No matter what the issue may be, we always think outside the box to help members find a solution.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Each of the 15 manufactures we represent cover their own products, parts, and labor. All warranty information may be found in our attachments under the ZIP File "All 15 Manufactures".	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Prior to purchase, members should be aware of each manufacturer's restrictions. Such as improper use of the vehicle may result in disqualification of coverage under the OEM's warranty. An example of this may be an F-350 being used for a police related pursuit, which may void certain warranties. Although, we always welcome and encourage members to contact us for their particular warranty coverage.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	In some cases, manufacturers will tow a member's vehicle to the nearest warranty repair facility in case of a breakdown and cover expenses, but prior approval is required.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	This may vary from manufacturer to manufacturer. Thus, we encourage members to call in prior to purchase and inquire about their specific region and how their warranty repairs will be covered with their manufacturer.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	All warranties are typically passed on to the original equipment manufacturer and any upfit warranty will be passed on to the upfitter to perform.	*
50	What are your proposed exchange and return programs and policies?	If a member changes their mind, NAFG will quickly make every effort to change or cancel the order with the factory. However, once the manufacturer begins producing the vehicle, there are no changes, exchanges, or refunds available. The order is then deemed non-cancellable. This includes any upfit equipment an upfitter has ordered for the unit.	*
51	Describe any service contract options for the items included in your proposal.	NAFG offers any and all manufacturer service contracts for all members. There are several parameters in which a service contract may be customizable. These customized service contracts will be treated as add factory options and following the same discount schedule provided in the pricing file.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	The only guarantee we can ever provide is the guarantee that we will treat and help every member that contacts with respect, integrity and professionalism.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	NAFG and staff uphold high standards with how we provide service to the members, not only holding each other accountable but by embracing member feedback of how we can improve. Then we act upon it and implement improvements.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Standard payment terms are Net 20, with a 10 – day grace period.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	. In order to provide leasing or financing options, NAFG has partnered with National Cooperative Leasing to offer leasing terms for Sourcewell members for all NAFG quotes under the Sourcewell contract. For further review, we have attached a PDF called "NCL Sample Lease" in the "Member Walk Through" Zip file.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	National Auto Fleet Group's transaction process (Purchase Order) is closely tracked, well documented, and neatly organized to monitor each transaction performed through our Sourcewell Contract. This way, NAFG may produce swift and accurate quarterly reporting.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAFG accepts up to $2,500 per vehicle. However, any dollar amount higher than $2,500 will require a P-card/ Credit Card transactional fee that would be passed onto the member	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group is offering Line-Item Discounts Off Manufacture Suggested Retail Price for 15 manufacturers that is detailed in the Price File. NAFG will also offer any Upfits to be added to any and all vehicles' that members wish to add. Details are located on the Price Summary Page in the Price File.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	NAFG has an provided offerings from 15 Brands/OEMS and there respective percentage off vary and are detailed in the "Price File" zip Each Manufacture Range is detailed in the tabs below, here is an overview Chevrolet from -.077 to 24.45 % Ford Motor Company from -5.19 to 23.31 % GMC from 6.14 to 22.45 % Ram from 4.99 to 14.23 % Dodge from 3.09 to 9.96 % Jeep from 1.38 to 4.17 % Chrysler from 1.65 to 4.55 % Toyota from .03 to 8.98 % Honda from 1.34 to 4.9 % Nissan from -.085 to 14.61 % Buick from 2.36 to6.08 Kia from .69 to 8.39 % BMW from 3.8 to 4.77 % Cadillac from 4.22 to 6.77 % Volkswagen from 2.17 to 2.46 %	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	If clients are considering an order of 150 or more units, we encourage members to contact us for any additional discounted quotes.	*
61	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	"Open Market" products or "Sourced Goods" will be considered and treated as regular upfits. However, they may be quoted up to a 10% mark up, if applicable.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have already been taken into account in its entirely. The Price Summary Page and Price Table contained in the price file includes all considered costs. Although if a member requested a specialized quote for a unique situation that requires special training, direction, or installation, the additional costs would be added as a part of the upfit and then included inside the member's quote.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufactures charge a standard "Factory Destination Charge". However, that is separate from the freight/destination cost that members may incur to ship a vehicle to and from an installer, if applicable. These subsequent locational movements may bare additional freight costs that will be outlined within the members quote for their review prior to purchase.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping, and delivery terms among these regions sometimes carry additional logistical charges for added ferry, port and driver costs from both to and from the mainland. These added costs will be disclosed on the quote for members to review and approve prior to purchase.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	National Auto Fleet Group already has a well-established Automobile Franchise Distribution Network that allows for swift and relatively seamless delivery to members and their end users.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Strives to offer the best overall value to the member with each and every quote.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell participating members are able to obtain proper pricing directly from our website, where they are able to use our user-friendly design to build and price their vehicles. The NAFG is updated daily to reflect updated manufacturer MSRP information. Our system will provide members with an accurate quote 99.99% of the time. In addition, NAFG has a stream line and organized process hat calculates administrative fees and allows NAFG to give a turnaround time of 15 – 30 days for quarterly reports.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	One of the internal metrics NAFG uses to track and measure success with the Sourcewell Contract is maintained through our website. Our website keeps a detailed log of quotes that members are generating. We oversee and keep track of how many quotes are being generated and which quotes are met with a purchase order. Every month we evaluate our sales indicators and closely monitor the volume and frequency of sales. One example is by evaluating which members are purchasing from our platform – new members or frequent members to ensure we are growing our member base. We use these metrics to measure our projected growth rate and work to exceed our expectations.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	NAFG will submit $ 300 per vehicle purchased through NAFG and $ 200 per vehicle purchased though our partner dealer Alan Jay Automotive. For the purpose of an admin fee there are no other partner dealer groups considered.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	NAFG has provided a "Model Roll Out" Charts in the "Price File" zip, but of the 15 manufacturers we represent, they have over 100 makes and models for members to choose from that range from Class 1-3 and supporting Class 4 Cab and Chassis trucks. NAFG's platforms can add any upfit of their choosing, ranging from toolboxes to Line Mechanic Bodies. Any and all upfits can be added to any one of our vehicles through one of our upfit partner suppliers or by an upfit supplier of the members choosing. NAFG and the supplier will work together to supply members with turnkey quotes.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	National Auto Fleet Group lists the makes and models of all 15 manufacturers we represent under the ZIP File "All 15 Manufactures". These 15 OEMs make up over 100 combined makes, models, and engine combinations for members to select from along with several subtitle "Upfits" detailed for members in the price file.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
72	Automobiles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
73	Sport Utility Vehicles	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
74	Vans	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
75	Trucks	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
76	Vehicles described in Lines 72-75 above for Public Safety applications	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
77	Conventional internal combustion models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
78	Natural gas or propane autogas, hybrid, or alternative fuel models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models
79	Electric powered models	(•) Yes ( ) No	15 Manufacturers totaling well above 700 makes and models

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NAFG Price File for Bid 091521.zip - Monday September 13, 2021 19:29:27
- Financial Strength and Stability - Market Success and Financial Stability.zip - Monday September 13, 2021 19:30:12
- Marketing Plan/Samples - Marketing Plan Compressed.zip - Tuesday September 14, 2021 11:38:30
- WMBE/MBE/SBE or Related Certificates - Insurance and Related Documents.zip - Tuesday September 14, 2021 11:40:18
- Warranty Information - Warranties RFP 091521.zip - Tuesday September 14, 2021 11:40:36
- Standard Transaction Document Samples - Standard Transaction.zip - Monday September 13, 2021 19:54:48
- Upload Additional Document - ALL 15 Makes and Upfits.zip - Tuesday September 14, 2021 11:35:54

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, Fleet Manager, 72 Hour LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_ Autos_SUVs_Vans_Trucks_RFP_091521 Wed September 8 2021 06:27 PM	☑	1
Addendum_5_ Autos_SUVs_Vans_Trucks_RFP_091521 Tue September 7 2021 07:28 PM	☑	2
Addendum_4_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 26 2021 05:55 PM	☑	1
Addendum_3_ Autos_SUVs_Vans_Trucks_RFP_091521 Mon August 23 2021 09:47 AM	☑	1
Addendum_2_ Autos_SUVs_Vans_Trucks_RFP_091521 Sun August 8 2021 09:02 PM	☑	1
Addendum_1_ Autos_SUVs_Vans_Trucks_RFP_091521 Thu August 5 2021 03:58 PM	☑	1

National Auto Fleet Group
A Division of Chevrolet of Watsonville

Quote Date: 7/15/22

City of Palmdale
Bruce Roadhouse
39110 3rd Street East
Palmdale, CA 93550
661-267-5338

National Auto Fleet Group is pleased to submit the following quotation for your consideration:

Qty	Line Item	Option #	Description	Unit Price	Extended
1			2023 Ford Super Duty F-550 DRW (F5G) XL 2WD Reg Cab 169" WB84" CA	$ 62,680.00	$ 62,680.00
1			Roadlines Graffiti Truck per attached quote	$ 81,325.00	$ 81,325.00
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
			Subtotal	$ 144,005.00	$ 144,005.00
			Sales Tax 10.25 %	$ 14,760.51	$ 14,760.51
			Tire Fee	$ 8.75	$ 8.75
			DMV Fees *(approx)*	$ -	$ -
			Delivery *(non taxable)*		$ -
			TOTAL PURCHASE ORDER AMOUNT	$ 158,774.26	$ 158,774.26

Notes:
This vehicle(s) is available under the Sourcewell (Formerly Known as NJPA) Contract 120716-NAF

Terms: Net 30

Quoted by: *Clarke Cooper*

Clarke Cooper, Fleet Manager (626) 457-5590
1601 W Main St. Alhambra, CA 91801

City Council Staff Report

SDATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

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

DISTRICT: **3 & 4**

SUBJECT: **AWARD CONSTRUCTION AGREEMENT WITH R.C. BECKER AND SON, INC., FOR PN 800, AVENUE R & 45TH STREET EAST TRAFFIC SIGNAL AND ROADWAY IMPROVEMENTS PROJECT, IN THE AMOUNT OF $1,230,049.93 FOR A TERM OF 90 WORKING DAYS FROM THE DATE OF NOTICE TO PROCEED IS ISSUED UPON PROCUREMENT OF EQUIPMENT**

ISSUE

Award construction agreement with R.C. Becker and Son, Inc., for PN 800, Avenue R & 45th Street East Traffic Signal and Roadway Improvements Project, in the amount of $1,230,049.93 for a term of 90 working days from the date of Notice to Proceed upon procurement of equipment.

RECOMMENDATION

Staff recommends that the City Council:

1. Award construction Agreement No. A-8004 with R.C. Becker and Son, Inc., for PN 800, Avenue R & 45th Street East Traffic Signal and Roadway Improvements Project, in the amount of $1,230,049.93.

2. Authorize the Interim City Manager or her designee to execute Agreement No. A-8004 with R.C. Becker and Son, Inc., including minimal and/or non-substantive changes.

BACKGROUND

Traffic control at the intersection of Avenue R and 45th Street East currently allows for the unrestricted flow of eastbound and westbound traffic on Avenue R while northbound and southbound traffic on 45th Street East is controlled by a stop sign. Project No. 800 includes the procurement and installation of a new, fully actuated traffic signal system and supporting infrastructure that will effectively control all traffic and pedestrian movements at the intersection. Project work also includes construction of more than 10,000 square feet of new pavement on eastbound Avenue R and northbound 45th Street East to widen the roadways to ultimate width, complete with new curb, gutter, and sidewalk; resurfacing of ±25,000 square feet of existing pavement; new ADA-compliant curb ramps on the northwest and southwest corners of the intersection; construction of

drainage improvements; and new street signage and thermoplastic striping. All work will be performed within the existing right-of-way. Construction is anticipated to take 90 working days upon procurement of traffic signal materials, which will take approximately 16 weeks.

DISCUSSION

One (1) bid was received for this project on August 8, 2022, and is summarized below:

BIDDER	LOCATION	AMOUNT
1. R.C. Becker and Son, Inc.	Santa Clarita, CA	$1,230,049.93

The project was released for public bid electronically on July 7, 2022, and 827 vendors were notified. Of those vendors, fifty-two (52) registered with this project as prospective bidders and downloaded the bid documents for review. The prospective bidders included twelve (12) vendors classified as prime contractors, nineteen (19) as subcontractors, five (5) as suppliers, and sixteen (16) classified as other. This project was reviewed and considered by many contractors and vendors, however R.C. Becker & Son, Inc. was the sole contractor to post questions regarding the project and the only contractor that ultimately elected to submit a bid.

R.C. Becker and Son, Inc. has been awarded eight (8) and completed six (6) Public Works projects from 2016 – July 2022. The following table shows the projects along with percentage over or under the original contract prices:

PROJECT	ORIG. CONTRACT	FINAL CONTRACT	% CHANGE
Avenue S Widening	$8,377,302	$8,307,083	-0.84%
Rancho Vista Blvd Sidewalk Gap Closure	$7,053,969	$6,758,277	-4.28%
Hillcrest Sidewalk Gap Closure	$290,391	$277,840	-4.42%
40th Street East Rehabilitation	$190,198	$160,546	-16.9%
Yellen Park, Phase 1	$3,090,803	$3,556,187	+14% [1]
9th Street East Street Improvement	$120,230	$127,178	+5.61% [1]
Avenue Q-12 Sidewalk Gap Closure	$1,232,882	N/A [2]	0%
Civic Center Complete Streets	$6,405,637	N/A [2]	0%

[1] Project scope increased at City's direction
[2] Construction not yet completed

References have been checked and staff recommends that the City Council award Project No. 800 to the single bidder, R.C. Becker and Son, Inc., in the amount of $1,230,049.93.

FISCAL IMPACT

The project has been funded through traffic impact fee (221) funds, which have been allocated in Account No. T0031. The account has a current balance of $1,777,316. The fiscal impact and remaining account balance can be seen in the following table:

SCOPE OF WORK	COST
PN 800 – Avenue R & 45th Street East Traffic Signal and Roadway Improvements Construction	$1,230,050
Construction Contingency (10%)	$123,000
Administration and Inspection	$45,000
AV Press Advertisement	$2,500
Construction Testing	$25,000
Labor Compliance	$15,000
Total Cost:	**$1,440,550**

Account Number	Starting Balance	Balance Transfer	Remaining Balance
T0031221	$1,777,316	$0	$336,766

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

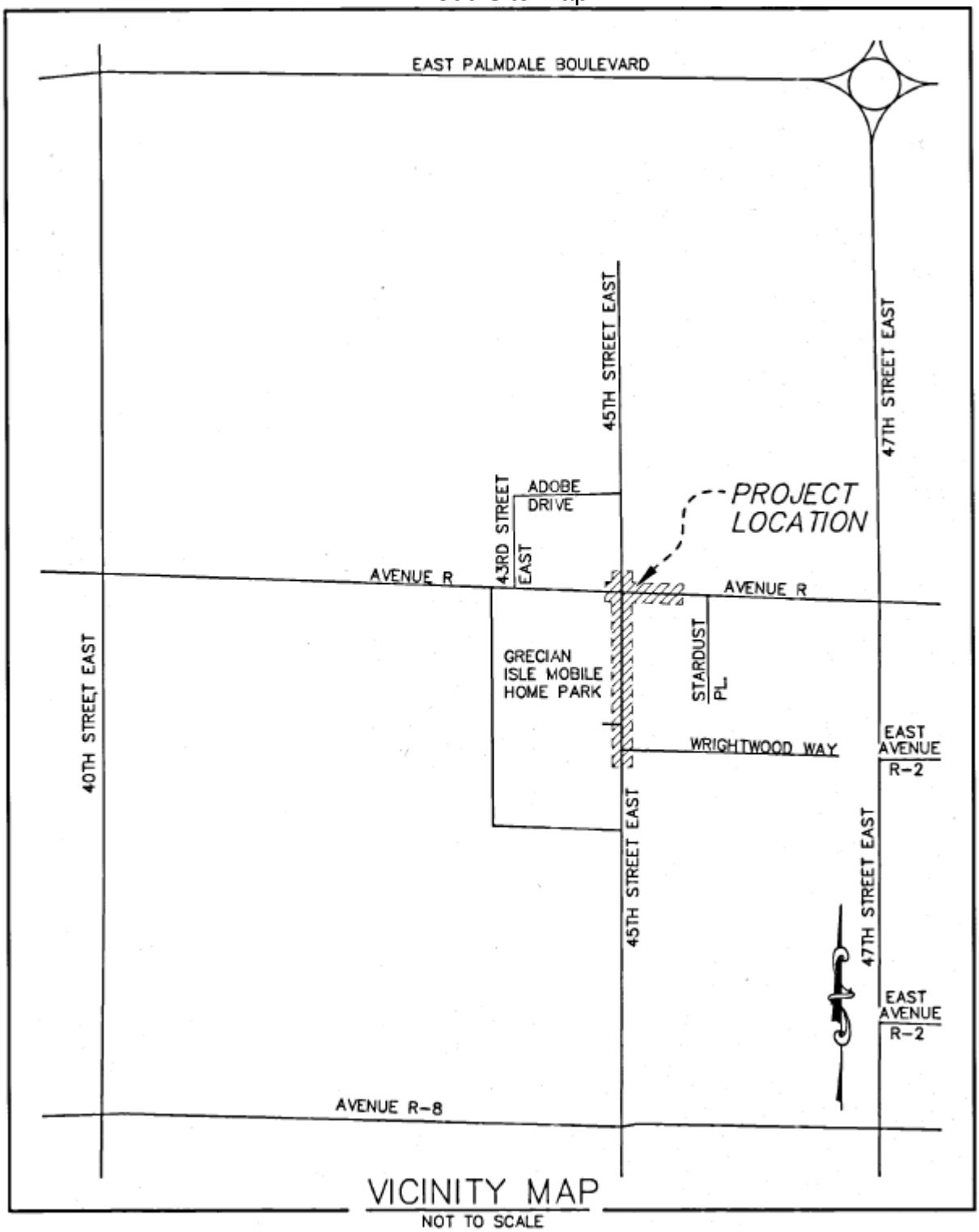
C. Plan and maintain safe and attractive neighborhoods,streets,facilities,and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Chuck Heffernan, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS:

1. PN 800 Site Map

ATTACHMENT 1:
PN 800 Site Map



City Council Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **ECONOMIC AND COMMUNITY DEVELOPMENT**
BUILDING AND SAFETY DIVISION

DISTRICT: **ALL**

SUBJECT: **AWARD RFP 21-001-2200, AS-NEEDED PLAN CHECK, COMMUNITY DEVELOPMENT TECHNICIAN, BUILDING INSPECTION, AND BUILDING OFFICIAL SERVICES AND APPROVE AGREEMENTS WITH INTERWEST CONSULTING GROUP INC., JAS PACIFIC, AND BUREAU VERITAS NORTH AMERICA INC.**

ISSUE

Award RFP 21-001-2200, As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services and approve agreements with Interwest Consulting Group, Inc., JAS Pacific, and Bureau Veritas North America Inc.

RECOMMENDATION

Staff recommends that the City Council:

1. Award RFP 21-001-220, As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services to Interwest Consulting Group, JAS Pacific, and Bureau Veritas North America Inc;

2. Approve Agreements Nos. A-8040, A-8041 and A-8042 with Interwest Consulting Group Inc., JAS Pacific, and Bureau Veritas North America Inc. Each contract has its own not-to-exceed amount of $750,000 over a three-year term; and,

3. Authorize the Interim City Manager or his/her designee to execute Agreements and to make minimal and/or non-substantive changes, as needed.

BACKGROUND

The City utilizes consultants to provide plan review and other Building and Safety services. These services expedite the development process by providing faster turnaround times for citizens and the development community. Employing consultants provides Building and Safety the flexibility to meet the needs of the community while maintaining the quality and integrity of the plan review process. In 2018, the City approved three consultant agreements to provide building and safety related services. The last available option to extend the agreements were exercised in 2021.

DISCUSSION

The City utilizes consultants to provide the Building and Safety Division with plan review, inspection services, Building Official and Development Technician services. A large percentage of the services provided are plan review for larger, more technical development projects. In recent years, multiple consultants have proven beneficial to adapt to the everchanging workload along with the varying types of projects. On May 18, 2022, RFP 21-001-22 was published on the City's website and on PlanetBids for As-Needed Plan Check, Community Development Technician, Building Inspection, and Building Official Services. The RFP was open for five weeks and proposals were accepted until June 22, 2022. The City received four (4) proposals which were reviewed and scored by three staff evaluators. The evaluation committee is recommending that the City award agreements to the top three scoring firms - Interwest Consulting Group Inc., JAS Pacific, and Bureau Veritas North America, Inc.

Each agreement will be for a three (3) year term, with an option to extend for (2) additional one-year terms. Each agreement will be awarded in an amount not to exceed $750,000.00 over a three-year period. If the City decides to exercise one of the available extension options, it would be based on the same rates and terms for services outlined in the submitted RFP proposals. Agreements awarded do not provide a guarantee of work and services are provided on an as-needed basis. Permit fees are paid by developers that cover the cost to utilize consultant services for plan review services.

FISCAL IMPACT

Each of the three agreements includes its own not-to-exceed amount of $750,000 over the three-year period of the contract. The collective maximum value of the three agreements is $2,250,000. The $750,000 total first year cost for all three agreements, was approved by City Council as part of the FY 22/23 budget adoption and funds are available in account 10122001-721200 (Consultant Services). Additional funds will be budgeted in future years to cover the remaining cost.

STRATEGIC PLAN

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

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

Prepared by:	Melissa Salazar, Management Aide
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Agreement No. A-8040 Interwest
2. Agreement No. A-8041 JAS Pacific
3. Agreement No. A-8042 Bureau Veritas

AGREEMENT NO. A-8040
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND Interwest Consulting Group Inc.

This CONTRACT for services ("Contract" herein) is made and entered into this 7th day of September, 2022, by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and Interwest Consulting Group Inc., a corporation of the state of California, (hereinafter called "CONTRACTOR"). The term of this Contract is Three (3) Years, commencing on September 7, 2022, with CITY reserving the option to extend the agreement for Two additional terms of one year each.

RECITALS

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

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

1 CITY PROJECT MANAGER

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of Economic and Community Development 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:

As-Needed Plan Check, Community Development Technician, Building Inspection, & Building Official Services

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

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

3 CONTRACTOR'S KEY PERSONNEL

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

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

CONTRACTOR's Team and Key Personnel are as follows:

Paul Meschino, President
Elizabeth O'Neil, Proposal Manager
Bobby O'Dell, Project Manager

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 Seven Hundred and Fifty Thousand dollars ($750000.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

As set forth in Exhibit M, attached hereto and made a part hereof by reference.

5.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a

summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

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

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

6 TAXES

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

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

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

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

7 PATENT FEES AND ROYALTIES

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the

existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

8 INDEMNIFICATION

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

9 INSURANCE

9.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A” or better in the Best’s Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 9.8, must be reviewed and accepted by the City Attorney.**

9.1.1 <u>Workers’ Compensation and Employer’s Liability</u>

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

9.1.2 <u>Commercial General Liability</u>

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

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

9.1.4 Cyber Liability*
- $2,000,000.00 limit on a per occurrence basis

9.1.5 Professional Liability (Errors & Omissions) Insurance*
- $10,000,000.00 limit on a per occurrence basis

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

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

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

B. "Severability of Interest" Clause.

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

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

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

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

9.8 Acceptable Proof of Insurance:

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

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

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

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

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

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 9 will not be impacted and/or limited by such deviation.

10 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City’s property. As compensation in full for services performed to the date of such termination, the

CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

11 TERMINATION FOR CAUSE

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

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

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

11.3 If, after notice of termination of the Contract under the provisions of this Section 11, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10.

12 DISPUTE RESOLUTION

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

13 OWNERSHIP OF PRODUCT

All product, data, documents, programs and software including, but not limited to, research, field notes, investigations, analysis, studies, processes, software, instructions for use and other manuals, whether complete or incomplete, which are

prepared or produced in the performance of this Contract are to be, and remain the property of CITY and shall be delivered to or left with CITY upon the completion or termination of this Agreement. CONTRACTOR shall furnish CITY, upon its request, originals and reproducible and electronic copies of product, data reports, studies and of all other documents listed above. Electronic copies shall be provided in an unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary.

14 DELEGATION AND ASSIGNMENT

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

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

15 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

15.2 The provisions of subsection 15.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

16 FINANCIAL INTEREST CERTIFICATION

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

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

17 CONFLICT OF INTEREST

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

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

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

18 COMPLIANCE WITH LAW

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

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

19 NOTICES

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

20 ENTIRE AGREEMENT AND AMENDMENTS

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

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

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

21 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

Ronda Perez Date
Interim City Manager

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

APPROVE AS TO FORM:

Scott E. Porter
Interim City Attorney

ATTEST:

Shanae S. Smith
City Clerk

Interwest Consulting Group Inc.:

Paul Meschino Date
President

ADDRESS FOR NOTICE:
Interwest Consulting Group Inc.
1 Jennifer Suite 160
Irvine, CA 92618

ATTEST: If Corporation

Secretary

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/18/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RBN Insurance Services
303 E Wacker Dr Ste 650
Chicago IL 60601

CONTACT NAME: Symone White
PHONE (A/C, No, Ext): 312-856-9400 FAX (A/C, No): 312-856-9425
E-MAIL ADDRESS: swhite@rbninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Co.	19682
INSURER B : Hartford Casualty Insurance Co	29424
INSURER C : Great American E&S Ins. Co.	37532
INSURER D : Bridgeway Insurance Company	12489
INSURER E : Navigators Specialty Ins. Co.	36056
INSURER F : TWIN CITY FIRE INS CO CO	29459

INSURED SAFELLC-01
Interwest Consulting Group
P.O. Box 18330
Boulder CO 80308

COVERAGES **CERTIFICATE NUMBER:** 1747490261 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	83UENZV3951	10/3/2021	10/3/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			83UENPY9100	10/3/2021	10/3/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
E	UMBRELLA LIAB X OCCUR			CH21EXC885600IC	10/3/2021	10/3/2022	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			83WECE0623	5/12/2022	5/12/2023	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability			TER 2861558	10/3/2021	10/3/2022	Each Claim/Aggregate	10,000,000
D	Excess Liab (2nd) Layer			8E-A7-XL-0002079-00	10/3/2021	10/3/2022	Each Occ/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber Liability
Policy Number: CY-10044-2021
Effective: 11/03/2021 - 11/03/2022
Carrier: Underwriters at Lloyds
Limit: $3M Agg

The City of Palmdale, Successor
See Attached...

CERTIFICATE HOLDER

City of Palmdale
38250 N. Sierra Highway
Palmdale CA 93550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: SAFELLC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
RBN Insurance Services		Interwest Consulting Group P.O. Box 18330 Boulder CO 80308
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

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 Additional Insured with respect to General Liability as required by written contract. A Waiver of subrogation applies in favor of the Additional Insured with respect to General Liability as required by written contract. 30 days notice of cancellation applies.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the stock insurance company member of The Hartford providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. Incidental Medical Malpractice And Good Samaritan Coverage

"Bodily injury" arising out of the rendering of or failure to render the following health care services by any "employee" or "volunteer worker" shall be deemed to be caused by an "occurrence" for:

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(1) Professional health care services such as:

(a) Medical, surgical, dental, laboratory, x-ray or nursing services or treatment, advice or instruction, or the related furnishing of food or beverages;

(b) Any health or therapeutic service, treatment, advice or instruction; or

(c) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

(2) First aid services, which include:

(a) Cardiopulmonary resuscitation, whether performed manually or with a defibrillator; or

(b) Services performed as a Good Samaritan.

For the purpose of determining the limits of insurance, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

However, this Incidental Medical Malpractice And Good Samaritan Coverage provision applies only if you are not engaged in the business or occupation of providing any of the services described in this provision.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the

operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement,

enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors
working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** - Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" arising from the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at the job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Access or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Asbestos

(1) "Bodily injury" or "property damage" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

s. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You - Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **j.** through **n.** do not apply to damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or

settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" arising out of an offense committed by, at the direction or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral, written or electronic publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services.

i. Infringement Of Intellectual Property Rights

(1) "Personal and advertising injury" arising out of any actual or alleged infringement or violation of any intellectual property rights such as copyright, patent, trademark, trade name, trade secret, trade dress, service mark or other designation of origin or authenticity; or

(2) Any injury or damage alleged in any clam or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(1) Infringement, in your "advertisement", of:

(a) Copyright;

(b) Slogan; or

(c) Title of any literary or artistic work; or

(2) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** of the definition of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the

insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Internet Advertisements And Content Of Others

"Personal and advertising injury" arising out of:

(1) An "advertisement" for others on your web site;

(2) Placing a link to a web site of others on your web site;

(3) Content, including information, sounds, text, graphics, or images from a web site of others displayed within a frame or border on your web site; or

(4) Computer code, software or programming used to enable:

(a) Your web site; or

(b) The presentation or functionality of an "advertisement" or other content on your web site.

q. Right Of Privacy Created By Statute

"Personal and advertising injury" arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act.

r. Violation Of Anti-Trust law

"Personal and advertising injury" arising out of a violation of any anti-trust law.

s. Securities

"Personal and advertising injury" arising out of the fluctuation in price or value of any stocks, bonds or other securities.

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

u. Employment-Related Practices

"Personal and advertising injury" to:

(1) A person arising out of any "employment-related practices"; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any "employment-related practices" are directed.

This exclusion applies:

(1) Whether the injury-causing event described in the definition of "employment-related practices" occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

v. Asbestos

(1) "Personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or suit alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or suit for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

w. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

g. **Coverage A Exclusions**

Excluded under Coverage **A**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed to the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:
   a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
   b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. **Employees And Volunteer Workers**

      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

      However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

      (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

      (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

      (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

      (d) Arising out of his or her providing or failing to provide professional health care services.

      If you are not in the business of providing professional health care services:

      (a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

      (b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

      (2) "Property damage" to property:

      (a) Owned, occupied or used by,

      (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

      you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. **Real Estate Manager**

      Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. **Temporary Custodians Of Your Property**

      Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. **Legal Representative If You Die**

      Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

   e. **Unnamed Subsidiary**

      Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. **Newly Acquired Or Formed Organization**

   Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. **Nonowned Watercraft**

   With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

   However, no person or organization is an insured with respect to:

   a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

   b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. **Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

   The following person(s) or organization(s) are an additional insured when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement.

   A person or organization is an additional insured under this provision only for that period of time required by the contract or agreement.

   However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

   a. **Vendors**

      Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

      (1) The insurance afforded the vendor is subject to the following additional exclusions:

      This insurance does not apply to:

      (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

      (b) Any express warranty unauthorized by you;

      (c) Any physical or chemical change in the product made intentionally by the vendor;

      (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

      (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

      (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

      (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (**d**) or (**f**); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(1) In the performance of your ongoing operations;

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section **III** - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section **IV** - Commercial General Liability Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. General Aggregate Limit

The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

3. Products-Completed Operations Aggregate Limit

The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Personal And Advertising Injury Limit

Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Each Occurrence Limit

Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Damage To Premises Rented To You Limit

Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

7. **Medical Expense Limit**

   Subject to **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

8. **How Limits Apply To Additional Insureds**

   If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

   a. The limits of insurance specified in the written contract or written agreement; or

   b. The Limits of Insurance shown in the Declarations.

   Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. Notice Of Occurrence Or Offense

   You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. Notice Of Claim

   If a claim is made or "suit" is brought against any insured, you or any additional insured must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You or any additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. Assistance And Cooperation Of The Insured

   You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. Obligations At The Insureds Own Cost

   No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

   e. Additional Insureds Other Insurance

   If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

   However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

   f. Knowledge Of An Occurrence, Offense, Claim Or Suit

   Paragraphs **a.** and **b.** apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

   (1) You or any additional insured that is an individual;

   (2) Any partner, if you or the additional insured is a partnership;

(3) Any manager, if you or the additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or the additional insured is a corporation;

(5) Any trustee, if you or the additional insured is a trust; or

(6) Any elected or appointed official, if you or the additional insured is a political subdivision or public entity.

This duty applies separately to you and any additional insured.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section **I** - Coverage A - Bodily Injury And Property Damage Liability;

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability;

(6) When You Are Added As An Additional Insured To Other Insurance

Any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

Any other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this coverage part.

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement, or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

a. When You Accept This Policy

By accepting this policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business that exist at the inception date of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the

nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. **"Advertisement"** means the widespread public dissemination of information or images that has the purpose of inducing the sale of goods, products or services through:
   a. (1) Radio;
      (2) Television;
      (3) Billboard;
      (4) Magazine;
      (5) Newspaper; or
   b. Any other publication that is given widespread public distribution.

   However, "advertisement" does not include:
   a. The design, printed material, information or images contained in, on or upon the packaging or labeling of any goods or products; or
   b. An interactive conversation between or among persons through a computer network.
2. "**Advertising idea"** means any idea for an "advertisement".
3. **"Asbestos hazard"** means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. **"Auto"** means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
5. **"Bodily injury"** means physical:
   a. Injury;
   b. Sickness; or
   c. Disease

   sustained by a person and, if arising out of the above, mental anguish or death at any time.
6. **"Coverage territory"** means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in **a.** above;
      (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

   provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory or in a settlement we agree to.
7. **"Employee"** includes a "leased worker". "Employee" does not include a "temporary worker".
8. **"Employment-Related Practices"** means:
   a. Refusal to employ that person;
   b. Termination of that person's employment; or
   c. Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person.
9. **"Executive officer"** means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. **"Hostile fire"** means one which becomes uncontrollable or breaks out from where it was intended to be.
11. **"Impaired property"** means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
12. **"Insured contract"** means:
    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage to

Premises Rented To You Limit described in Section **III** - Limits of Insurance;

b. A sidetrack agreement;

c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

However, Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

16. **"Occurrence"** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. **"Personal and advertising injury"** means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. **"Pollutants"** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. **"Products-completed operations hazard"**:

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

20. **"Property damage"** means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

As used in this definition, computerized or electronically stored data, programs or software are not tangible property. Electronic data means information, facts or programs:

a. Stored as or on;

b. Created or used on; or

c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-

ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

21. **"Suit"** means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

22. **"Temporary worker"** means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. **"Volunteer worker"** means a person who

    a. Is not your "employee";

    b. Donates his or her work;

    c. Acts at the direction of and within the scope of duties determined by you; and

    d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. **"Your product"**:

    a. Means:

    (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

    (a) You;

    (b) Others trading under your name; or

    (c) A person or organization whose business or assets you have acquired; and

    (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

    b. Includes

    (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

    (2) The providing of or failure to provide warnings or instructions.

    c. Does not include vending machines or other property rented to or located for the use of others but not sold.

25. **"Your work"**:

    a. Means:

    (1) Work or operations performed by you or on your behalf; and

    (2) Materials, parts or equipment furnished in connection with such work or operations.

    b. Includes

    (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

    (2) The providing of or failure to provide warnings or instructions.

AGREEMENT NO. A-8041
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND JAS Pacific

This CONTRACT for services ("Contract" herein) is made and entered into this 7th day of September, 2022, by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and JAS Pacific, a corporation of the state of California, (hereinafter called "CONTRACTOR"). The term of this Contract is Three (3) Years, commencing on September 7, 2022, with CITY reserving the option to extend the agreement for Two additional terms of one year each.

RECITALS

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

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

1 CITY PROJECT MANAGER

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of Economic and Community Development 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:

As-Needed Plan Check, Community Development Technician, Building Inspection, & Building Official Services

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

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

3 CONTRACTOR'S KEY PERSONNEL

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

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

CONTRACTOR's Team and Key Personnel are as follows:

Rajesh PE, CBO President
Stuart Tom PE, CBO Chief Technical Officer
Christine Champany, Vice President

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

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

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

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

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

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

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

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

4 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 Seven Hundred and Fifty Thousand dollars ($750000.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

As set forth in Exhibit M, attached hereto and made a part hereof by reference.

5.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a

summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

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

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

6 TAXES

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

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

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

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

7 PATENT FEES AND ROYALTIES

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the

existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

8 INDEMNIFICATION

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

9 INSURANCE

9.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed “A” or better in the Best’s Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 9.8, must be reviewed and accepted by the City Attorney.**

9.1.1 <u>Workers’ Compensation and Employer’s Liability</u>

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

9.1.2 <u>Commercial General Liability</u>

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

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

9.1.4 Cyber Liability*
- $2,000,000.00 limit on a per occurrence basis

9.1.5 Professional Liability (Errors & Omissions) Insurance*
- $10,000,000.00 limit on a per occurrence basis

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

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

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

B. "Severability of Interest" Clause.

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

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

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

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

9.8 Acceptable Proof of Insurance:

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

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

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

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

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

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 9 will not be impacted and/or limited by such deviation.

10 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City’s property. As compensation in full for services performed to the date of such termination, the

CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

11 TERMINATION FOR CAUSE

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

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

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

11.3 If, after notice of termination of the Contract under the provisions of this Section 11, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10.

12 DISPUTE RESOLUTION

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

13 OWNERSHIP OF PRODUCT

All product, data, documents, programs and software including, but not limited to, research, field notes, investigations, analysis, studies, processes, software, instructions for use and other manuals, whether complete or incomplete, which are

prepared or produced in the performance of this Contract are to be, and remain the property of CITY and shall be delivered to or left with CITY upon the completion or termination of this Agreement. CONTRACTOR shall furnish CITY, upon its request, originals and reproducible and electronic copies of product, data reports, studies and of all other documents listed above. Electronic copies shall be provided in an unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary.

14 DELEGATION AND ASSIGNMENT

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

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

15 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

15.2 The provisions of subsection 15.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

16 FINANCIAL INTEREST CERTIFICATION

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

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

17 CONFLICT OF INTEREST

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

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

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

18 COMPLIANCE WITH LAW

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

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

19 NOTICES

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

20 ENTIRE AGREEMENT AND AMENDMENTS

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

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

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

21 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

Ronda Perez Date
Interim City Manager

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

APPROVE AS TO FORM:

Scott E. Porter
Interim City Attorney

ATTEST:

Shanae S. Smith
City Clerk

JAS Pacific:

Rajesh Patel PE Date
CBO President

ADDRESS FOR NOTICE:
JAS Pacific
201 N. Euclid Ave, Suite A
Upland, CA 91786

ATTEST: If Corporation

Secretary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/09/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Cornerstone Specialty Insurance Services, Inc.
14252 Culver Drive, A299
Irvine CA 92604

CONTACT NAME: Tina Cowie
PHONE (A/C, No, Ext): (714)731-7700 FAX (A/C, No): (714)731-7750
E-MAIL ADDRESS: tina@cornerstonespecialty.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Indemnity Co of Conn	25682
INSURER B :	Travelers Property Casualty Co	25674
INSURER C :	Travelers Casualty & Surety Co. of America	31194
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
JASON ADDISON SMITH CONSULTING SERVICES, INC.,
DBA: JAS PACIFIC
P.O. Box 2002
Upland CA 91786

COVERAGES **CERTIFICATE NUMBER:** 22/23 COVERAGES **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] ADDITIONAL INSURED [X] BLNKT WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			680-1H359042	08/08/2022	08/08/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA-0S426316	08/08/2022	08/08/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [X] DED [ ] RETENTION $ 0			CUP-3429T370	08/08/2022	08/08/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-8K37343A	08/08/2022	08/08/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional Liability Claims Made			107296206	08/08/2022	08/08/2023	Each Claim Annual Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER

City of Palmdale
38250 Sierra Highway
Palmdale CA 93550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Cowie

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE - GLASS

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in **A.1., Who Is An Insured,** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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perm1ss1on, while performing duties related to the conduct o f your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **8.7., Policy Period, Coverage Territory,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction .of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.,** Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II :. COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., **Deductible,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

5. **Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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NAMED INSURED: Jason Addison Smith Consulting Services, Inc. POLICY NUMBER: BA-0S426316
POLICY TERM: 8/8/2022 TO 8/8/2023

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph A.1.c., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph 8.5., other Insurance of SECTION IV - BUSINESS AUTO CONDITIONS:

   Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A)- 001

POLICY NUMBER: UB-8K37343A

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 8/8/22 Policy No. UB-8K37343A Endorsement No.
Insured Jason Addison Smith Consulting Services Inc. Premium

Insurance Company Countersigned by_____

DATE OF ISSUE: 08-01-22 ST ASSIGN:

AGREEMENT NO. A-8042
CONTRACT FOR SERVICES
BETWEEN THE CITY OF PALMDALE AND Bureau Veritas North America Inc BV

This CONTRACT for services ("Contract" herein) is made and entered into this 7th day of September, 2022, by and between the City of Palmdale, a public body corporate and politic, (hereinafter called "CITY"), and Bureau Veritas North America Inc BV, a corporation of the state of California, (hereinafter called "CONTRACTOR"). The term of this Contract is Three (3) Years, commencing on September 7, 2022, with CITY reserving the option to extend the agreement for Two additional terms of one year each.

RECITALS

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

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

1 CITY PROJECT MANAGER

To provide the services required by this Contract, CONTRACTOR shall act under the authority and approval of Economic and Community Development 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:

As-Needed Plan Check, Community Development Technician, Building Inspection, & Building Official Services

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

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

3 CONTRACTOR'S KEY PERSONNEL

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

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

CONTRACTOR's Team and Key Personnel are as follows:

Craig Baptista, Vice President West Region
Johnny Goetz, CBO Director of Operations West Region
Trang Huynh, Regional Manager

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 Seven Hundred and Fifty Thousand dollars ($750000.00) for the completion of all the work and services described in Section 2, which sum shall include all costs or expenses incurred by CONTRACTOR, payable as follows:

As set forth in Exhibit M, attached hereto and made a part hereof by reference.

5.1 An application for payment form must be submitted to CITY which shall include the following: a clear, detailed invoice reflecting work being billed for, a

summary sheet showing percentage of work completed to date, amount/percent billed to date and current status of all tasks within a project; any/all backup documentation supporting the above items. Work schedule updates must also be included with the payment requests.

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

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

6 TAXES

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

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

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

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

7 PATENT FEES AND ROYALTIES

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use, in the performance of the work or the incorporation in the work of any invention, design, process, program, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, program, product or device is specified in the contract documents for use in the performance of the work and if, to the actual knowledge of CITY, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the

existence of such rights shall be disclosed by CITY in the contract documents. CONTRACTOR shall indemnify and hold harmless CITY and anyone directly or indirectly employed by CITY from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the work, or resulting from the incorporation in the work of any invention, design, process, program, product or device not specified in the contract documents, and shall defend all such claims in connection with any alleged infringement of such rights.

8 INDEMNIFICATION

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

9 INSURANCE

9.1 CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A" or better in the Best's Insurance Guide and authorized to do business in the State of California. **Proof of Insurance, as identified in Section 9.8, must be reviewed and accepted by the City Attorney.**

9.1.1 <u>Workers' Compensation and Employer's Liability</u>

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

9.1.2 <u>Commercial General Liability</u>

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

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

9.1.4 Cyber Liability*
- $2,000,000.00 limit on a per occurrence basis

9.1.5 Professional Liability (Errors & Omissions) Insurance*
- $10,000,000.00 limit on a per occurrence basis

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

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

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

B. "Severability of Interest" Clause.

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

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

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

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

9.8 Acceptable Proof of Insurance:

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

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

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

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

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

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 9 will not be impacted and/or limited by such deviation.

10 TERMINATION WITHOUT CAUSE

City reserves the right to terminate this Contract or any part thereof for its sole convenience with fifteen (15) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. CONTRACTOR shall also surrender to CITY all finished or unfinished documents, processes, programs and other supplies and materials, which shall be City’s property. As compensation in full for services performed to the date of such termination, the

CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date in accordance with the fee schedule or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Contract.

11 TERMINATION FOR CAUSE

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

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

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

11.3 If, after notice of termination of the Contract under the provisions of this Section 11, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 10.

12 DISPUTE RESOLUTION

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

13 OWNERSHIP OF PRODUCT

All product, data, documents, programs and software including, but not limited to, research, field notes, investigations, analysis, studies, processes, software, instructions for use and other manuals, whether complete or incomplete, which are

prepared or produced in the performance of this Contract are to be, and remain the property of CITY and shall be delivered to or left with CITY upon the completion or termination of this Agreement. CONTRACTOR shall furnish CITY, upon its request, originals and reproducible and electronic copies of product, data reports, studies and of all other documents listed above. Electronic copies shall be provided in an unprotected format which allows CITY to copy, reproduce and makes changes as CITY deems necessary.

14 DELEGATION AND ASSIGNMENT

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

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

15 NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

15.2 The provisions of subsection 15.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk's Office.

16 FINANCIAL INTEREST CERTIFICATION

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

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

17 CONFLICT OF INTEREST

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

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

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

18 COMPLIANCE WITH LAW

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

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

19 NOTICES

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

20 ENTIRE AGREEMENT AND AMENDMENTS

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

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

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

21 ATTORNEY'S FEES

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

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

CITY OF PALMDALE:

Ronda Perez Date
Interim City Manager

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

APPROVE AS TO FORM:

Scott E. Porter
Interim City Attorney

ATTEST:

Shanae S. Smith
City Clerk

Bureau Veritas North America Inc BV:

Craig Baptista Date
Vice President - Facilities Division

ADDRESS FOR NOTICE:
Bureau Veritas North America Inc BV
180 Promenade Circle, Suite 150
Sacramento, CA 95834

ATTEST: If Corporation

Secretary

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
Aon Risk Services Northeast, Inc.
NY NY Office
One Liberty Plaza
165 Broadway, Suite 3201

CONTACT NAME:
PHONE (A/C. No. Ext): 866-283-7122
FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co.	19682
INSURER B:	Trumbull Insurance Company	27120
INSURER C:	Allianz Global Risks US Insurance Co.	35300
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Bureau Veritas North America, Inc.
180 Promenade Circle, Suite 150
Sacramento CA 95834 USA

COVERAGES CERTIFICATE NUMBER: 570090934274 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			USL00159322	01/01/2022	01/01/2023	EACH OCCURRENCE	$2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY			10 AB S41202 AOS	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			10 AB S41203 HI	01/01/2022	01/01/2023	BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		10WNS41200 See State Policy Addendum	01/01/2022	01/01/2023	X PER STATUTE / OTH-	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	Archit&Eng Prof			USF00248022 Claims Made SIR applies per policy terms & conditions	01/01/2022	01/01/2023	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability.

CERTIFICATE HOLDER

City of Palmdale
38250 Sierra Highway
Palmdale CA 93550 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570090934274

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Chubb European Group SE
La Tour Carpe Diem
31, Place des Corolles, Esplanade Nord,
92419 Courbevoie Cedex
France

T +33 1 55 91 45 45
F +33 1 47 88 45 10
www.chubb.com/fr

02nd May 2022

CHUBB

Cyber Certificate of Insurance

Policy Number : FRCYNA58124

The undersigned:	**Chubb European Group SE** La Tour Carpe Diem- 31 Place des Corolles, Esplanade Nord, 92419 Courbevoie Cedex– France
Hereby certify that the policy holder	**BUREAU VERITAS** Immeuble Newtime - 40/52 boulevard du Parc 92200 Neuilly-sur-Seine
Entity insured	**BUREAU VERITAS and its subsidiaries**
Insurer:	**Chubb European Group SE**
Territoriality	Worldwide, except the following countries : Syria, North Soudan, North Korea, Crimea, Cuba, Russia, Belarus and Iran
Period of insurance:	**From:** 1st of May, 2022
	To: 30th of April, 2023

Object of the insurance

BUREAU VERITAS and its subsidiaires
are insured by our company, and through the brokerage firm DIOT-SIACI, as part of a policy « Cyber ERM », from 1st of May, 2022.

The purpose of this policy is to cover BUREAU VERITAS and its subsidiaries

In case of claim brought against the insured following:

- Privacy Liability,
- Network Security Liability,
- Media Liability.

In case of damage that affects the insured (Data and system recovery costs, incidence response expenses and business interruption) following a :

- Cyber incident,
- Cyber extorsion,

Insureds	**BUREAU VERITAS and its subsidiaries**
Term	30th of April
Amount Insured	5.000.000 € per loss and annual aggregate limit

This certificate is issued as a matter of information only and can under no circumstances, amend, extend or alter the coverage guaranteed by the above mentioned policies.

Delivered in Courbevoie, the 02nd of May, 2022

Signed for and behalf of
Chubb European Group SE

Chubb European Group SE,
entreprise régie par le Code des assurances, au capital social de 896 176 662 euros, sise La Tour Carpe Diem, 31 Place des Corolles, Esplanade Nord, 92400 Courbevoie, immatriculée au RCS de Nanterre sous le numéro 450 327 374.
Chubb European Group SE est soumise au contrôle de l'Autorité de Contrôle Prudentiel et de Résolution (ACPR) située 4, Place de Budapest, CS 92459, 75436 Paris cedex 09.

AGENCY CUSTOMER ID: 570000048582

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Bureau Veritas North America, Inc.
POLICY NUMBER: See Certificate Number: 570090934274	
CARRIER: See Certificate Number: 570090934274 — NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200	01/01/22-01/01/23	Trumbull Insurance	AR,DC,IN,LA,NE,RI,UT
10WNS41200	01/01/22-01/01/23	Twin City Fire Insurance Company	FL,ND,OH,WA,WY
10WNS41200	01/01/22-01/01/23	Hartford Insurance Company of the Midwest	AK,ID
10WNS41200	01/01/22-01/01/23	Hartford Casualty Insurance Company	MO,WV
10WNS41200	01/01/22-01/01/23	Nutmeg Insurance Company	CT,IL
10WNS41200	01/01/22-01/01/23	Hartford Fire Insurance Company	NH,OR,PA
10WNS41200	01/01/22-01/01/23	Hartford Accident and Indemnity Company	AL,GA,KY,MI,MT,NY,TN,VT
10WNS41200	01/01/22-01/01/23	Property & Casualty Ins Co of Hartford	CA,CO,DE,ME, MN,MS,SC
10WNS41200	01/01/22-01/01/23	Hartford Insurance Company of Illinois	TX
10WNS41200	01/01/22-01/01/23	Hartford Insurance Company of the Southeast	KS,MD
10WNS41200	01/01/22-01/01/23	Hartford Underwriters Insurance Company	AZ,HI,NC,NJ,SD,VA
10WNS41200	01/01/22-01/01/23	Sentinel Insurance Company, Limited	IA,NM,NV,OK
10WBRS41201	01/01/22-01/01/23	Twin City Fire Insurance Company	WI
10WBRS41201	01/01/22-01/01/23	Hartford Underwriters Insurance Company	MA
10WBRS41201	01/01/22-01/01/23	Hartford Fire Insurance Company	PR

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

3. **AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

4. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

5. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

6. **LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

7. **AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

8. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

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(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III – Version CA 00 01 03 10 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C.2 and Version CA 00 01 10 01 of the Business Auto Coverage Form, Physical Damage Coverage, Limit of Insurance, Paragraph C are each amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

9. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT,CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

14. HIRED AUTO - COVERAGE TERRITORY

Paragraph e. of GENERAL CONDITIONS 7. - POLICY PERIOD, COVERAGE TERRITORY - of SECTION IV - BUSINESS AUTO CONDITIONS is replaced by the following:

e. For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

15. WAIVER OF SUBROGATION

TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS is amended by adding the following:

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We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

16. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

17. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

18. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

19. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any owner, lessee or contractor for whom you are performing operations when you and such owner, lessee or contractor have agreed in writing in a contract or agreement that such owner, lessee or contractor should be added as an additional insured on your policy.	Locations that are listed in the written contracts or agreements stated on the left side of this SCHEDULE.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any owner, lessee or contractor for whom you are performing operations when you and such owner, lessee or contractor have agreed in writing in a contract or agreement that such owner, lessee or contractor should be added as an additional insured on your policy.	**Locations that are listed in the written contracts or agreements stated on the left side of this SCHEDULE.**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Allianz

Policy Number: USL00159322
Effective Date: January 01, 2022

THIS ENDORSMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN AN INSURED LIMITED TO EMAIL NOTIFICATION

This policy is amended as follows:

If we initiate cancellation of this policy for any reason other than non payment of premium, and

A. The effective date of cancellation is prior to this policy's expiration date; and

B. The "First Named Insured" is under an existing contractual obligation to notify an entity to whom a certificate of insurance has been issued (hereinafter, the Certificate Holder) when this policy is canceled; and

C. The "First Named Insured" has provided us, either directly or through the "First Named Insured's" broker of record the email address of the contact of each such Certificate Holder; and

D. We received this information after the "First Named Insured" receives notice of cancellation of this policy and prior to the policy's cancellation date in an electronic spreadsheet format that is acceptable to us;

We will provide "Advice of Cancellation" via e-mail to such Certificate Holders.

Proof of emailing the "Advice of Cancellation", using the information provided by the "First Named Insured", will serve as proof that we have fully satisfied our obligations under this endorsement. The "Advice of Cancellation" shall be emailed to each such Certificate Holder as soon as possible upon receipt of the information from the "First Named Insured", however we are under no contractual obligation to email the "Advice of Cancellation" prior to the policy's cancellation date.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy of the effective date of such cancellation. Nor shall this endorsement invest any rights to any entity that is not an insured under the terms of this policy.

The following Definitions apply to this endorsement:

A. "First Named Insured" means the Named Insured shown on the Declarations Page of this policy.

B. "Advice of Cancellation" means an email that provides the following information:

1. The Named Insured as shown on the Declarations Page of this policy;
2. The policy number of the policy being cancelled: and
3. The effective date and time of the cancellation.

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: Any person or organization you have agreed to waive your right of recovery in a written contract or agreement, provided such contract was executed prior to the date of loss..
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 10 WN S41200 **Endorsement Number:** 8
Effective Date: 01/01/2022 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: BUREAU VERITAS HOLDINGS, INC.
1601 SAWGRASS CORPORATE PKWAY
SUITE 400
FORT LAUDERDALE, FL 33323

If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH WAIVER OF SUBROGATION ENDORSEMENT

Policy Number: 10 WN S41200 **Endorsement Number:** 72

Effective Date: 01/01/2022 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: BUREAU VERITAS HOLDINGS, INC.
1601 SAWGRASS CORPORATE PKWAY
SUITE 400
FORT LAUDERDALE, FL 33323

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

Countersigned by Susan L. Castaneda

Authorized Representative

City Council Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY ATTORNEY'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-098, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE MAKING LEGALLY REQUIRED FINDINGS AND EXTENDING REMOTE TELECONFERENCE PARTICIPATION FOR MEETINGS OF THE CITY COUNCIL AND/OR ITS RELATED OR SUBORDINATE LEGISLATIVE BODIES**

ISSUE

Adopt Resolution No. CC 2022-098, a Resolution of the City Council of the City of Palmdale authorizing remote teleconference participation for meetings of the City Council and/or its subordinate legislative bodies for an additional 30-day period.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the resolution to thereby extend, for an additional 30-day period, the authority of the City Council, and all related and/or subordinate legislative bodies, to participate remotely in properly noticed meetings.

BACKGROUND

Since October 1, 2021 and through January 1, 2024, AB 361 has temporarily amended the Ralph M. Brown Act (California Government Code § 54950 *et seq*.) to provide more flexibility regarding participation in public meetings from a remote location. In layman's terms AB 361 allows "zoom" meetings if specified requirements are met.

If the City Council authorizes remote meetings, such authorization must expire no later than 30 days from the initial authorization. The City Council is authorized to thereafter extend the authorization if it makes one of various specified findings.

AB 361 requires several procedural safeguards to protect public participation during a remote meeting, key ones of which are summarized as follows:

1. The public must have the ability to address the legislative body directly and must be given information on how to address the legislative body;
2. The public must be provided with either a call-in or internet-based service option;
3. The legislative body must stop the meeting if the call-in or internet-based option fails;

4. The legislative body cannot require that public comments be submitted in advance (although this option can be provided);
5. Public speakers cannot be required to pre-register for public comment (except as required by an independent call-in or internet platform);
6. Members of the public must be given a reasonable time to register to provide public comment; and
7. Agencies that provide a timed public comment period shall not close the public comment period until that time period has expired.

DISCUSSION

The City Council adopted an initial AB 361 Resolution on June 15, 2022. This resolution has been extended multiple times. The most recent extension is set to expire on September 16, 2022. The question before the City Council is whether to extend this authority for an additional 30-day period. An extension of authority to remotely participate is allowed if (1) the state of emergency continues, and (2) a resolution with required findings has been adopted within the last 30 days.

The proposed resolution would be immediately effective and allow members of legislative bodies to continue to participate remotely for an additional thirty days if the agenda for the meeting has included the legally required participation noticing. The resolution would also allow the City Manager (or designee) to opt to not include such noticing, as there may be instances where it would be impractical, due to staffing considerations, to allow remote participation in meetings.

FISCAL IMPACT

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:	Scott E. Porter, Acting City Attorney
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Proposed Resolution No. CC 2022-098

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE MAKING LEGALLY REQUIRED FINDINGS AND EXTENDING REMOTE TELECONFERENCE PARTICIPATION FOR MEETINGS OF THE CITY COUNCIL AND ITS RELATED AND/OR SUBORDINATE LEGISLATIVE BODIES

WHEREAS, the City of Palmdale is committed to preserving and fostering public access and participation in meetings of the City Council and all its subordinate bodies, consistent with the Ralph M. Brown Act (California Government Code § 54950 *et seq*.); and

WHEREAS, Government Code § 54953(e) expressly allows cities to, during the existence of a state of emergency declared by the Governor pursuant to Government Code § 8625, allow teleconference participation in city meetings;

WHEREAS, on March 4, 2020, the Governor declared a state of emergency and such declaration continues to be in effect;

WHEREAS, state and local officials have imposed or recommended measures to promote social distancing, including requirements to not return to work within specified time frames for people who have tested positive for COVID-19;

WHEREAS, the City Council adopted Resolution No 2022-088 within the last thirty days, authorizing exemption from the requirements of Government Code section 54953(b)(3) from August 17, 2022 until September 16, 2022.

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

SECTION 1. The Recitals set forth above are correct and are incorporated by reference.

SECTION 2. The City Council finds that the state of emergency declared by the Governor remains in effect and state officials continue to impose or recommend measures to promote social distancing. Therefore, for agendas which include all the noticing required by Government Code § 54953(e), the City Council and its related and/or subordinate bodies, by this Resolution, shall continue to be exempt from the requirements of Government Code section 54953(b)(3) until the end of the day on

October 7, 2022. The City Council may conduct its meetings in a manner which allows telephonic participation by the members of the legislative body, staff, and the public. Such meetings shall be conducted consistent all requirements applicable to telephonic meetings. The City Clerk is directed to notice all such meetings to allow telephonic participation by the members of such bodies and the public and staff, except as otherwise directed by the City Manager, or the City Manager's designee.

SECTION 3. This Resolution shall take effect immediately upon its adoption and shall remain effective until the end of the day on October 7, 2022, unless the term of this resolution is extended or prematurely terminated.

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

PASSED, APPROVED and **ADOPTED** this 7th day of September 2022.

_____
Steven D. Hofbauer, Mayor

APPROVED AS TO FORM:

_____
Scott E. Porter
Acting City Attorney

ATTEST:

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 7th day of September by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ ABSENT: _____

Date: _____ _____
Shanae S. Smith, City Clerk

City Council Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **NEIGHBORHOOD SERVICES**
HOUSING DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE FOURTH AMENDMENT TO THE AGREEMENT WITH ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL DBA VALLEY OASIS FOR TENANT BASED RENTAL ASSISTANCE PROGRAM (TBRA), EXERCISE THE OPTION TO EXTEND THE AGREEMENT FOR A ONE-YEAR TERM, INCREASE THE AGREEMENT BY $110,000 FOR A NEW NOT TO EXCEED TOTAL OF $707,130 AND RATIFY EXPENDITURES FOR THE TENANT BASED RENTAL PROGRAM**

ISSUE

Approve Fourth Amendment to the Agreement with Antelope Valley Domestic Violence Council DBA Valley Oasis for Tenant Based Rental Assistance Program (TBRA), exercise the option to extend the agreement for a one-year term, increase the agreement by $110,000 for a new not to exceed total of $707,130 and ratify expenditures for the tenant based rental program.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve Fourth Amendment to Agreement No. A-6439 with Antelope Valley Domestic Violence Council DBA Valley Oasis;
2. Ratify the Expenditures for TBRA Program from September 20 through the date of approval of the Fourth Amendment; and,
3. Authorize the City Manager or their designee to execute the Fourth Amendment to Agreement No. A-6439

BACKGROUND

The City of Palmdale receives an annual allocation of HOME Investment Partnership (HOME) Program funds from the U.S. Department of Housing and Urban Development (HUD). Projects or activities for which these funds are to be expended must be identified in the City's Annual Action Plan to its Consolidated Plan and submitted to HUD for

approval before the beginning of the grant year. The 2022-2023 Action Plan was approved by City Council on May 4, 2022 and allocated $175,000 to the TBRA program.

The TBRA program assists extremely low-income senior households (age 62+) with a severe housing cost burden of paying more than 50% of their income on rent. With the understanding that elderly people have fixed incomes and are often unable to pursue meaningful employment, it is this group of extremely low-income elderly households that is most in need of rental assistance. By providing assistance, these households are better able to afford basic needs such as food and prescription drugs. The City's Consolidated Plan analysis has identified assistance to this group a high priority.

DISCUSSION

On October 2, 2018, the City Council approved Agreement No. A-6439 for Antelope Valley Domestic Council, DBA Valley Oasis to provide a HOME TBRA program. The agreement is for one (1) year with an option to extend the agreement for four (4) additional terms of one (1) year each, subject to availability of HOME funds. The initial agreement was in the amount of $175,000 and since through three (3) prior amendments have expended $597,130. The program will continue servicing 27 senior households with the additional funds. The proposed Fourth Amendment will exercise the option for the fourth, and final, additional term of one year, extending the agreement to September 19, 2023, and increase the agreement total by $105,000 to $707,130. In addition, staff is requesting ratifying of TBRA program expenditures for the period September 20, 2022, through the date of approval of the Fourth Amendment.

FISCAL IMPACT

$105,000; funds for term of the Fourth Amendment, September 20, 2022 through September 19, 2023, are budgeted and available in account 24364008-792927-6072.

STRATEGIC PLAN

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

C. Pursue alternative financing opportunities for continued infrastructure improvements and quality community programs.

Prepared by:	Heather Nichols, Housing Coordinator
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Fourth Amendment to Agreement No. A-6439

FOURTH AMENDMENT TO AGREEMENT A-6439
BETWEEN THE CITY OF PALMDALE AND ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL DBA VALLEY OASIS

This Fourth Amendment to Agreement No. A-6439 (“Agreement”) between the City of Palmdale and ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL DBA VALLEY OASIS is made and entered into this 20th day of September, 2022 by and between the City of Palmdale (hereinafter called “CITY”) and ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL DBA VALLEY OASIS (hereinafter called "Sub-Recipient").

WHEREAS, the CITY and Sub-Recipient entered into an agreement to provide:

Tenant Based Rental Assistance: and

WHEREAS, Sub-Recipient represents that Sub-Recipient has the expertise and is qualified to perform the services described in the Contract, and if required, is duly registered under the laws of the State of California.

NOW THEREFORE, the parties agree as follows:

1. Section 2 Time of Performance provides the option to extend the agreement for four (4) additional terms of one year each, subject to the availability of HOME funds. The City and Sub-Recipient are exercising the option for the fourth additional term of one year, extending the agreement to September 19, 2023.

2. Section 3 Compensation is increased by $110,000 for new amount not to exceed of Seven Hundred Seven Thousand One Hundred and Thirty ($707,130)

3. Exhibit B of the Agreement's Program Budget Section is replaced with:

Client Assistance	$579,846
Income Determination & 10% De Minimis	$127,284
Indirect Cost	
Total Budget	$707,130

4. All other terms and conditions remain in full force and effect.

REST OF PAGE INTENTIONALLY LEFT BLANK

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

CITY OF PALMDALE:

Ronda Perez Date
Interim City Manager

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

APPROVE AS TO FORM:

Scott E. Porter
Interim City Attorney

ATTEST:

Shanae S. Smith
City Clerk

ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL DBA VALLEY OASIS:

Sarah Perry Date
Chief Executive Officer

ADDRESS FOR NOTICE:
ANTELOPE VALLEY DOMESTIC VIOLENCE COUNCIL DBA VALLEY OASIS
310 East Palmdale Blvd.
Palmdale, CA 93550

ATTEST: If Corporation

Secretary

City Council Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **HUMAN RESOURCES DIVISION / OFFICE OF THE CITY MANAGER**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2022-095, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S GENERAL POSITION CLASSIFICATION AND PAY PLAN.**

ISSUE

Adopt Resolution No. CC 2022-095, amending the City's General Position Classification and Pay Plan.

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. CC 2022-095, amending the City's General Position Classification and Pay Plan.

BACKGROUND

The City Manager, in collaboration with the Human Resources Division, monitors and evaluates positions within the organization and makes recommendations based on the City's needs.

DISCUSSION

Due to limited staffing and adjustments for vacant positions, staff recommends changes including title change, new full-time positions and reclassifications. In addition, the hourly rates for Public Security Officer and Senior Public Safety Officer positions will increase.

Staff is requesting one title change in the City Attorney's Office, two new additional positions in the City Manager's Office, and one position in Economic and Community Development. The Director of Administrative Operations and Management Analyst II in the City Manager's Office will assist in the additional workload due to unfilled positions.

Due to SB 1383 requirements (regarding recycling of organic waste), it is necessary to request additions and enhancements to the solid waste Franchise Agreement. As such, Building and Safety asks that the City Council approve a request for an Office Assistant I/II.

Reclassification recommendations are based on existing workload demands and the need to expand staffing in strategic areas to maintain and enhance organizational

performance measures. Recommendations for reclassifications are also based on the need to align titles with respective job duties.

The following is a change in title only:

DEPARTMENT	PREVIOUS TITLE	NEW TITLE
City Attorney's Office	Risk and Legal Coordinator	Legal and Risk Coordinator

The following are proposed reclassifications:

DEPARTMENT	PREVIOUS TITLE/RANGE	NEW TITLE/RANGE
Economic & Community Dev	Plan Reviewer Range 34	Senior Plan Reviewer Range 37
City Manager's Office – Information Technology Div.	GIS Coordinator Range 38	GIS Coordinator Range 39
City Manager's Office – Finance Division	Asst. Finance Manager Range 40	Office Assistant I/II Range 20/22
Parks and Recreation	Public Art Coordinator Range 30	Public Art Program Manager Range 37
Neighborhood Services	Public Security Officer Range 14	Public Security Officer Range 18
	Sr. Public Security Officer Range 18	Sr. Public Security Officer Range 20

The following are new position requests:

DEPARTMENT	TITLE/RANGE
City Manager's Office	Director of Administrative Operations Range 48
	Management Analyst II Range 35
Economic and Community Development	Office Assistant I/II Range 20/22

Additionally, the California Public Employees' Retirement System (CalPERS) requires the City Council to approve Classification and Pay Plans. To comply with CalPERS guidelines, staff is submitting the Classification and Pay Plan for General Positions.

FISCAL IMPACT

Funds have been budgeted in FY 22/23. Newly requested positions will be funded through savings from vacant positions.

STRATEGIC PLAN

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

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

Prepared by:	Patricia M. Nevarez, H.R. Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott Porter, City Attorney

ATTACHMENTS

1. Resolution No. CC 2022-095

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2022-095

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE AMENDING THE CITY'S CLASSIFICATION AND PAY PLAN

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

SECTION 1. The City's Classification and Pay Plan for General Positions is amended as set forth in the attached Exhibit #1.

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

/
/
/

PASSED, APPROVED and **ADOPTED** this 7th day of September, 2022.

_____
Steven D. Hofbauer, Mayor

Approved as to form:

ATTEST:

_____
Scott Porter
City Attorney

_____
Shanae S. Smith, City Clerk

I, Shanae S. Smith, 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 7h day of September, 2022 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Shanae S. Smith, City Clerk

Exhibit 1
Effective September 8, 2022

CLASSIFICATION AND PAY PLAN – GENERAL POSITIONS
FY 2022 – 2023

TITLE	RANGE Hourly	RANGE #
Intern	$16.50- $18.61 per hour	14
Program Aide	$16.50- $18.61 per hour	14
Administrative Intern	$18.07 – $23.07 per hour	18
Records Management Clerk I	$18.07 – $23.07 per hour	18
Public Security Officer	$18.07 – $23.07 per hour	18
Office Assistant I	$19.92 – $25.43 per hour	20
Records Management Clerk II	$19.92 – $25.43 per hour	20
Senior Public Security Officer	$19.92 – $25.43 per hour	20
SAVES Assistant	$21.97 – $28.04 per hour	22
Senior Records Management Clerk	$21.97 – $28.04 per hour	22
Neighborhood Compliance Officer	$24.22 – $30.92 per hour	24
Theater Operations Technician	$24.22 – $30.92 per hour	24
Senior Neighborhood Compliance Officer	$26.71 – $34.09 per hour	26
Theater Operations Coordinator	$26.71 – $34.09 per hour	26
Administrative Assistant	$28.04 – $35.79 per hour	27

TITLE	RANGE Monthly	RANGE #
Office Assistant I	$3,453 - $4,408	20
Account Clerk I	$3,808 - $4,860	22
Office Assistant II	$3,808 - $4,860	22
SAVES Assistant	$3,808 - $4,860	22
Account Clerk II	$4,198 - $5,359	24
Audio Technician	$4,198 - $5,359	24
Neighborhood Compliance Officer	$4,198 - $5,359	24
Public Safety Technician	$4,198 - $5,359	24
Records Management Specialist	$4,198 - $5,359	24
Community Compliance Aide I	$4,630 - $5,909	26
Community Service Officer	$4,630 - $5,909	26
Development Technician I	$4,630 - $5,909	26
Information Technology Technician I	$4,630 - $5,909	26
Senior Account Clerk	$4,630 - $5,909	26
Theater Operations Coordinator	$4,630 - $5,909	26
Administrative Assistant	$4,860 - $6,204	27
Management Aide	$4,860 - $6,204	27
Business License Coordinator	$5,103 - $6,516	28
Community Compliance Aide II	$5,103 - $6,516	28
Community Development Technician II	$5,103 - $6,516	28
Financial Technician	$5,103 - $6,516	28
Information Technology Technician II	$5,103 - $6,516	28

Exhibit 1
Effective September 8, 2022

TITLE	RANGE Monthly	RANGE #
Payroll Specialist	$5,103 - $6,516	28
Public Safety Specialist	$5,103 - $6,516	28
Housing Technician	$5,359 - $6,840	29
SAVES Coordinator	$5,359 - $6,840	29
Senior Administrative Assistant	$5,359 - $6,840	29
Senior Community Development Technician	$5,359 - $6,840	29
Supervising Public Security Officer	$5,359 - $6,840	29
Building Inspector I	$5,628 - $7,183	30
Economic Development Coordinator	$5,628 - $7,183	30
Engineering Technician I	$5,628 - $7,183	30
Plan Reviewer Aide	$5,628 - $7,183	30
Planning Aide	$5,628 - $7,183	30
Public Works Inspector I	$5,628 - $7,183	30
Recreation Coordinator	$5,628 - $7,183	30
Senior Payroll Specialist	$5,628 - $7,183	30
Buyer	$5,909 - $7,542	31
City Council Legislative Aide	$5,909 - $7,542	31
Code Enforcement Officer I	$5,909 - $7,542	31
Community Compliance Specialist	$5,909 - $7,542	31
Deputy City Clerk	$5,909 - $7,542	31
Digital Media Specialist	$5,909 - $7,542	31
Environmental Compliance Inspector	$5,909 - $7,542	31
Executive Assistant	$5,909 - $7,542	31
Human Resources Specialist	$5,909 - $7,542	31
Neighborhood Services Specialist	$5,909 - $7,542	31
Traffic Signal & Streetlight Technician I	$5,909 - $7,542	31
Assistant Planner	$6,204 - $7,918	32
Building Inspector II	$6,204 - $7,918	32
Engineering Technician II	$6,204 - $7,918	32
Information Technology Specialist	$6,204 - $7,918	32
Public Works Inspector II	$6,204 - $7,918	32
Supervising Community Development Technician	$6,204 - $7,918	32
Assistant Engineer I	$6,516 - $8,315	33
Code Enforcement Officer II	$6,516 - $8,315	33
Collection System Maintenance Planner	$6,516 - $8,315	33
Community Compliance Coordinator	$6,516 - $8,315	33
GIS Analyst	$6,516 - $8,315	33
Human Resources Analyst I	$6,516 - $8,315	33
Legal and Risk Coordinator	$6,516 - $8,315	33
Management Analyst I	$6,516 - $8,315	33
Recreation Supervisor	$6,516 - $8,315	33
Senior Buyer	$6,516 - $8,315	33
Traffic Signal & Streetlight Technician II	$6,516 - $8,315	33
Associate Planner	$6,840 - $8,731	34
Plan Reviewer	$6,840 - $8,731	34
Senior Building Inspector	$6,840 - $8,731	34
Senior Engineering Technician	$6,840 - $8,731	34
Senior Public Works Inspector	$6,840 - $8,731	34

Exhibit 1
Effective September 8, 2022

TITLE	RANGE Monthly	RANGE #
Assistant Engineer II	$7,183 - $9,168	35
Assessment District Specialist	$7,183 - $9,168	35
City Council Chief of Staff	$7,183 - $9,168	35
Community Programs Coordinator	$7,183 - $9,168	35
Financial Analyst	$7,183 - $9,168	35
Housing Coordinator	$7,183 - $9,168	35
Human Resources Analyst II	$7,183 - $9,168	35
Information Technology Analyst I	$7,183 - $9,168	35
Asset Management Specialist	$7,183 - $9,168	35
Management Analyst II	$7,183 - $9,168	35
Marketing & Digital Specialist	$7,183 - $9,168	35
Media Production Specialist	$7,183 - $9,168	35
Paralegal	$7,183 - $9,168	35
Senior Code Enforcement Officer	$7,183 - $9,168	35
Senior Traffic Signal & Streetlight Technician	$7,183 - $9,168	35
Water Park Supervisor	$7,183 - $9,168	35
Collection System Superintendent	$7,542 - $9,625	36
Community Compliance Supervisor	$7,542 - $9,625	36
Facilities Superintendent	$7,542 - $9,625	36
Fleet Superintendent	$7,542 - $9,625	36
Parks Superintendent	$7,542 - $9,625	36
Public Safety Supervisor	$7,542 - $9,625	36
Senior Financial Analyst	$7,542 - $9,625	36
Urban Grounds and Green Spaces Superintendent	$7,542 - $9,625	36
Associate Engineer	$7,918 - $10,098	37
Information Technology Analyst II	$7,918 - $10,098	37
Public Art Program Manager	$7,918 - $10,098	37
Public Works Project Manager	$7,918 - $10,098	37
Senior Housing Coordinator	$7,918 - $10,098	37
Senior Human Resources Analyst	$7,918 - $10,098	37
Senior Management Analyst	$7,918 - $10,098	37
Senior Planner	$7,918 - $10,098	37
Senior Plan Reviewer	$7,918 - $10,098	37
Supervising Building Inspector	$7,918 - $10,098	37
Supervising Financial Analyst	$7,918 - $10,098	37
Supervising Public Works Inspector	$7,918 - $10,098	37
Budget Officer	$8,315 - $10,611	38
Deputy Public Information Officer	$8,315 - $10,611	38
Diversity, Equity & Inclusion Specialist	$8,315 - $10,611	38
Purchasing/Risk Manager	$8,315 - $10,611	38
Safety Officer	$8,315 - $10,611	38
Street Superintendent	$8,315 - $10,611	38
Traffic Signal & Streetlight Manager	$8,315 - $10,611	38
GIS Coordinator	$8,731 - $11,142	39
Senior Information Technology Analyst	$8,731 - $11,142	39
Senior Public Works Project Manager	$8,731 - $11,142	39

Exhibit 1
Effective September 8, 2022

TITLE	RANGE Monthly	RANGE #
Community Compliance Manager	$9,168 - $11,700	40
Community Programs Manager	$9,168 - $11,700	40
Deputy City Attorney	$9,168 - $11,700	40
Emergency Services Administrator	$9,168 - $11,700	40
Energy Resources Manager	$9,168 - $11,700	40
Engineering Manager	$9,168 - $11,700	40
Innovation and Environmental Manager	$9,168 - $11,700	40
Housing Manager	$9,168 - $11,700	40
Principal Planner	$9,168 - $11,700	40
Recreation Manager	$9,168 - $11,700	40
Senior Civil Engineer	$9,168 - $11,700	40
Assistant to the City Manager	$9,625- $12,284	41
City Clerk	$9,625- $12,284	41
Communication and Public Information Officer	$9,625- $12,284	41
Building Official	$10,098 - $12,899	42
Economic Development Manager	$10,098 - $12,899	42
Information Technology Manager	$10,098 - $12,899	42
Maintenance Services Manager	$10,098 - $12,899	42
Capital Improvement Program Manager	$11,142 - $14,220	44
Finance Manager	$11,142 - $14,220	44
Human Resources Manager	$11,142 - $14,220	44
Planning Manager	$11,142 - $14,220	44
Traffic Engineer	$11,142 - $14,220	44
Deputy Director of Economic & Community Development	$11,700 - $14,931	45
Deputy Director of Finance	$11,700 - $14,931	45
Deputy Director of Parks & Recreation	$11,700 - $14,931	45
Assistant City Attorney	$12,899 - $16,461	47
City Engineer	$12,899 - $16,461	47
Deputy Director of Public Works	$12,899 - $16,461	47
Deputy City Manager	$13,543 – $17,287	48
Director of Economic & Community Development	$13,543 – $17,287	48
Director of Finance	$13,543 – $17,287	48
Director of Neighborhood Services	$13,543 – $17,287	48
Director of Operations	$13,543 – $17,287	48
Director of Parks & Recreation	$13,543 – $17,287	48
Director of Public Works	$16,461 - $21,010	52
Assistant City Manager	$19,058 - $24,322	55

MINUTES
CITY COUNCIL/SA/HA/IDA/PAA/PCA/PFA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JUNE 29, 2022

www.cityofpalmdale.org

5:00 P.M.

1) MAYOR TO CALL MEETINGS TO ORDER

Mayor Pro Tem Loa called the meeting to order at 5:01 p.m.

2) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Richard J Loa, Juan Carrillo, Laura Bettencourt.
ABSENT: Steven Hofbauer, Austin Bishop.

Motion: Excuse the absence of Councilmember Bishop.
Moved by Juan Carrillo, seconded by Richard J Loa.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Austin Bishop, Steven Hofbauer.

Mayor Pro Tem Loa announced that Mayor Hofbauer would be attending the meeting.

3) PUBLIC COMMENTS

The following individuals provided public comments:

Rich Gallego and Xavier Flores commented regarding the hiring of the City Attorney.

Carol Ross and Garlenia Davis spoke regarding the Freedom Coalition and hiring of the City Attorney.

Eric Ohlsen commented regarding special interest groups and hiring of the City Attorney.

4) PRESENTATION BY CITY ATTORNEY

Acting City Attorney Porter confirmed all items would be heard as listed.

4.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez, and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 22STCV18219
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Leona Valley Town Council vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCP01932
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d) (1).

4.3) CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to Government Code 54956.9(d)(2): 3 potential cases

4.4) PUBLIC EMPLOYEE APPOINTMENT
Title: Interim City Attorney or City Attorney

4.5) CONFERENCE WITH LABOR NEGOTIATORS
City Representatives: Ronda Perez, Interim City Manager and Patricia Nevarez, Human Resources Manager
Position: Interim City Attorney or City Attorney
This Closed Session is being held pursuant to the authority of California Government Code Section 54957.6.

4.6) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Ricci v. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

5) ANNOUNCEMENT BY CITY ATTORNEY

City Attorney Porter stated there was no reportable action.

Interim City Manager Perez reported as to Item 4.5 and 4.6, the Council provided direction to staff to enter negotiations with Mr. Porter- for Interim City Attorney services and his firm.

6) ADJOURN CLOSED SESSION MEETING

Mayor Hofbauer adjourned the meeting at 6:59 p.m.

7:00 P.M.

7) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

Mayor Hofbauer announced staff requested Item 13.1, Fee Resolution, be continued to the July 13, 2022, meeting.

Motion: Continue Item 13.1 to July 13, 2022. includes Fraga-Saenz and Denny
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (6-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer, Christina Fraga-Saenz, Phil Denny.
Absent: Austin Bishop.

8) ROLL CALL MAYOR/CHAIR HOFBAUER,
MAYOR PRO TEM/VICE CHAIR/CHAIR PRO TEM LOA,
COUNCILMEMBERS/DIRECTORS/MEMBERS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer, Christina Fraga-Saenz, Phil Denny.
ABSENT: Austin Bishop.

9) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer.
Absent: Austin Bishop.

10) PUBLIC COMMENTS

The following individuals provided public input:

Rich Gallego commented on Measure AV funding to special interest groups.

Jason Zink spoke regarding the public comment section and the budget item.

Ruth Sanchez announced federal funding is available for the unhoused and encouraged the city to apply.

Abraham Salcedo encouraged Council to research the groups approved for Measure AV grant funds.

Mario Presents requested accountability of groups receiving Measure AV funds.

Eric Ohlsen stated the Measure AV process was transparent.

A motion was made and carried unanimously to close the Public Comments.

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

11.1) Public Hearing and Review of Proposed Joint Resolution Nos. CC 2022-066, SA 2022-004, PCA 2022-002, HA 2022-001, IDA 2022-001, PAA 2022-001, and PFA 2022-001 approving the Annual Operating and Capital Budget for Fiscal Year 2022-23. (Staff Reference: Director of Finance Samson)

Director of Finance Samson read the title of Joint Resolution Nos. CC 2022-066, SA 2022-004, PCA 2022-002, HA 2022-001, IDA 2022-001, PAA 2022-001, and PFA 2022-001 and provided a brief PowerPoint presentation.

Director of Finance Samson announced a request was presented to staff at the May 18, 2022 meeting by Councilmember Carrillo to research the feasibility of salary increases for staff of an additional 7% COLA on top of the 3% included in the budget which would bring staff to a total of 10% salary increases to help them respond to the impacts of inflation. The fiscal impact associated with salary increases in FY 2022/2023 is roughly $2.3M dollars. Discussion ensued.

Motion: Move to delete the allocation of the Measure AV grant program from the FY 2022-2023 budget and return to the general fund.
Moved by Richard J Loa, seconded by Laura Bettencourt.

Vote: Motion carried (5-1)
Yes: Richard J Loa, Laura Bettencourt, Steven Hofbauer, Christina Fraga-Saenz, Phil Denny.
No: Juan Carrillo.
Absent: Austin Bishop

Motion: Move to allocate $2M out of the American Rescue Plan Act fund to a to be determined mental health solution in cooperation with Antelope Valley Medical Center, Palmdale Regional Hospital, and Los Angeles County Mental Health to provide mental health assistance to the Los Angeles County Sheriff's Mental Evaluation Team.
Moved by Richard J Loa, seconded by Steven Hofbauer.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer.
Absent: Austin Bishop

Motion: Move to allocate American Rescue Plan Act (ARPA) funds of $2.5M for two (2) regional centers: 1) Recreational Center for the City of Palmdale and 2) a Multi-Agency Regional Resiliency Center.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer.
Absent: Austin Bishop

Motion: Move to direct staff to research utilizing unallocated funds to purchase an existing facility with the focus on housing families, women and children.
Moved by Steven Hofbauer, seconded by Richard J Loa.

Vote: Motion carried (6-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer, Christina Fraga-Saenz, Phil Denny.

Absent: Austin Bishop

Motion: Move to allocate funds to provide grass for Yellen Park.
Moved by Juan Carrillo, seconded by Richard J Loa.

Vote: Motion carried (4-0)

Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer.
Absent: Austin Bishop

Councilmember Carrillo provided an explanation for his request to provide staff with an increase in salaries. Discussion ensued.

Motion: Motion to provide a 10% increase in salaries for city staff.
Moved by Juan Carrillo, seconded by Richard J Loa.

Vote: Motion carried (3-1)
Yes: Richard J Loa, Juan Carrillo, Steven Hofbauer.
No: Laura Bettencourt.
Absent: Austin Bishop

Motion: Adopt Joint Resolution Nos. CC 2022-066, SA 2022-004, PCA 2022-002, HA 2022-001, IDA 2022-001, PAA 2022-001, and PFA 2022-001 as amended per Council/Authority requests.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (6-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt, Steven Hofbauer, Christina Fraga-Saenz, Phil Denny.
Absent: Austin Bishop

12) ADJOURN HOUSING AUTHORITY

Mayor Hofbauer adjourned the Housing Authority meeting at 7:54 p.m.

13) PUBLIC HEARING

13.1) Public Hearing and Review of Proposed Resolution No. CC 2022-065 for adoption, regarding an updated city-wide fee schedule. (Staff Reference: Director of Finance Samson).

This item was not heard.

14) ADJOURN

Mayor Hofbauer adjourned the meeting at 7:54 p.m.

PASSED, APPROVED, and ADOPTED this 7th day of September 2022

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

MINUTES
CITY COUNCIL/SA/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JULY 13, 2022

www.cityofpalmdale.org

5:00 P.M.

1) MAYOR TO CALL MEETINGS TO ORDER

Mayor Hofbauer called the meeting to order at 5:01 p.m.

2) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

ABSENT: None.

3) PUBLIC COMMENTS

Ruth Sanchez provided comments regarding the unhoused, tiny homes and food distribution.

Eric Ohlsen commented regarding special interest groups and the brown act rules on public comments.

Marcos Alvarez encouraged Council to improve the future of Palmdale.

4) PRESENTATION BY CITY ATTORNEY

Acting City Attorney Porter confirmed the items would be heard as listed.

4.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Donald Ross D'Angelo v. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 21AVCV00441
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Jessica Magallanes v. City of Palmdale, et al.
Los Angeles County Superior Court
Case No. 21AVCV00932
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.3) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Robert Credle v. City of Palmdale, et al.Los Angeles County Superior Court
Case No. 22AVCV00273
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.4) CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
Gerald Lynn Dolen and Roberta Dora Dolen v. City of Palmdale et al.
Los Angeles County Superior Court
Case No. 21AVCV00377
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.5) CONFERENCE WITH REAL PROPERTY NEGOTIATORS
The reason for holding a closed session is for the purpose of obtaining authorization and direction from the City Council regarding the possible acquisition of property interests in the following property, generally located near Avenue M and 10th Street West:

Property Owner: Successor Agency to the Community Redevelopment Agency of the City of Palmdale
Property: APN 3128-015-900 & 902
City Negotiator: Luis Garibay
This closed session is being held pursuant to the authority of California Government Code Section 54956.8. Closed session is recommended because the City Council will be instructing the negotiator regarding terms and conditions, including price, for the possible purchase of the real property identified above.

5) ANNOUNCEMENT BY CITY ATTORNEY

Acting City Attorney Porter reported the following:

Item No. 4.2 - Council directed staff to file a cross complaint in the existing action.

There was no further reportable action.

6) ADJOURN CLOSED SESSION MEETING

Mayor Hofbauer adjourned the Closed Session meeting at 6:59 p.m.

7:00 P.M.

7) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

8) ROLL CALL MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR LOA, COUNCILMEMBERS/DIRECTORS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.
ABSENT: None.

9) PRESENTATIONS

9.1) Mayor Hofbauer presented a cute critter available for adoption at the Palmdale

Animal Care Center.

9.2) Mayor Hofbauer presented Certificates of Recognition to the Antelope Valley Futbol Club (AVFC) for winning the Presidents Cup.

9.3) Mayor Hofbauer presented a Proclamation to Acting Assistant Chief Mitchison and Engine Company 37 declaring July 2022 as California Firefighter Appreciation Month in the City of Palmdale.

10) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Juan Carrillo, seconded by Austin Bishop.

Vote: Motion carried (7-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.

11) PUBLIC COMMENTS

Eric Ohlsen spoke regarding the brown act rules.

Eugene Hernandez asked about the criteria for building hotels and encouraged Council to research Operation Room Key for the unhoused.

McKinley Kemp, Directorof Antelope Valley Partners for Health, encouraged support from the City for the Crisis Assessment Team (CAT).

Kevin Shenkman shared comments in support of former City Manager Murphy.

Marcos Alvarez expressed concerns regarding the lack of cooling centers.

Ruth Sanchez, on behalf of Jasmine Granham, commented in support of the second chance program.

12) HOUSING AUTHORITY CONSENT CALENDAR

Councilmember Carrillo stepped away from the dais at 7:38 p.m. - 8:00 p.m.

12.1) Adopt Resolution No. HA 2022-002, a Resolution of the Housing Authority of the City of Palmdale approving Affordable Housing Agreement with SOS Children's Villages California and Housing Authority development loan of $1,200,000 for acquisition and pre-development located at 30th Street East and adjacent to McAdam Park (APN 3018-026-001). (Staff Reference Director Neighborhood Services Miller - Presented by Housing Manager Reyes)

Mayor Hofbauer pulled this item for discussion. Housing Manager Reyes provided a brief summary of the staff report and read the title of Resolution No. HA 2022-002. Councilmember Bettencourt expressed concerns regarding the at-risk youth housing being in close proximity to at-risk adult housing. Supervisor Kathryn Barger provided background information on the SOS Children's Villages. Mayor Pro Tem Loa asked about the contract not

including the community center and play area. Housing Manager Reyes stated they are a part of the plans submitted to Planning, but the Housing Authority is funding the housing acquisition and pre-development. Tim McCormick, CEO of SOS Village, announced there is a need everywhere for SOS Villages across the globe.

Motion: Adopt Resolution No. HA 2022-002.
Moved by Austin Bishop, Christina Fraga-Saenz.

Vote: Motion carried (7-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.

12.2) Approve the minutes from the previous meetings. (Staff Reference: City Clerk/Agency Secretary Smith)

HA - May 18, 2022
HA - June 1, 2022

Motion: Approve the minutes from the previous meetings.
Moved by Christina Fraga-Saenz, seconded by Austin Bishop.

Vote: Motion carried (6-0)
Yes: Steven Hofbauer, Richard J Loa, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.
Absent: Juan Carrillo.

Mayor Hofbauer adjourned the Housing Authority at 8:10 p.m.

13) CONSENT CALENDAR

13.1) Receive and file the monthly investment activity reports for May 2022. (Staff Reference: Director of Finance Samson)

13.2) Approve on-call Environmental Consulting Services Agreement with Pacific Edge Engineering, Inc. in the amount of $300,000 over a period of three (3) years. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.3) Ratify additional funds for Purchase Order No. 20220033 (FY 2021-2022) and approve Purchase Order No. 20230003 (FY 2022-2023) in an amount not to exceed $120,000.00 with Hasa, Inc. for pool chemical supplies. (Staff Reference: Director of Public Works Heffernan)

13.4) Approve Purchase Order No. 20230002 with Nutrien AG Solutions for fertilizer supplies in an amount not to exceed $145,750. (Staff Reference: Director of Public Works Heffernan)

13.5) Approve Purchase Order No. 20230004 with Smith Pipe & Supply, Inc. for irrigation and water conservation supplies in an amount not to exceed $233,600. (Staff Reference: Director of Public Works Heffernan)

13.6) Approve the First Amendment with Pumpman, LLC to exercise the first option to extend contract term and increase total price by $430,000, not to exceed the amount of $1,280,000 for professional pump services. (Staff Reference:

Director of Public Works Heffernan)

13.7) Notice of Completion - Accept Public Improvements for Fairfield Inn located at 1052 West Avenue O-8. (Staff Reference: Director of Public Works Heffernan)

13.8) Approve Final Parcel Map No. 83025 located at the northeast corner of 5th Street West and West Park Drive. (Staff Reference: Director of Public Works Heffernan)

13.9) Award construction agreement with R.C. Becker and Son, Inc., for PN 761, Palmdale Civic Center Complete Streets Project, in the amount of $6,405,637 for a term of 12 months from the date of Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Mayor Hofbauer pulled this item for discussion and made a motion that the project be rejected and sent back out to re-bid, the motion died for a lack of a second. Deputy Director of Public Works Glidden explained the process of going back out to re-bid, stated concerns were discussed with the contractor, a new project manager was assigned, and safeguards have been built into the contract.

Mayor Hofbauer modified his motion to reject the bid and award it to the second most responsible bidder, the motion died for a lack of a second. Discussion ensued.

There was Council consensus to continue Item 13.9 to the July 20, 2022 meeting.

13.10) Award construction agreement with Parkwood Landscape Maintenance, Inc., for PN 815, LMD 214 Landscape Enhancements Project, at the north side of East Avenue S between 43rd Street East and 45th Street East, in the amount of $178,208.10 for a term of 90 days from the date of Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Mayor Pro Tem Loa pulled this item to discuss the outreach to local landscape companies. Deputy Director of Public Works Glidden provided Council with the bid process. Council directed staff to provide a business workshop for local contractors.

Motion: Award construction agreement with Parkwood Landscape Maintenance, Inc., for PN 815, LMD 214 Landscape Enhancements Project, at the north side of East Avenue S between 43rd Street East and 45th Street East, in the amount of $178,208.10 for a term of 90 days from the date of Notice to Proceed.
Moved by Juan Carrillo, seconded by Austin Bishop.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

13.11) Award construction agreement with Cal-Stripe, Inc., for PN 820, Domenic

Massari Park Bike Lane System Project, in the amount of $295,374, for a term of 2 months from the date of Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.12) Adopt Resolution No. CC 2022-070, a Resolution of the City Council of the City of Palmdale to accept and irrevocable offer to dedicate private streets of Tract 54058-3 at the southeast corner of 25th Street West/Highland Street and Avenue P-12. (Staff Reference: Director of Public Works Heffernan)

13.13) Approve Final Tract Map No. 71357-01 located near the intersection of Rancho Vista Boulevard and Delson Drive. (Staff Reference: Director of Public Works Heffernan)

13.14) Notice of Completion - Accept completed project with Playcore Wisconsin, Inc., dba Gametime for PN 846, Courtney's Playground Inclusive Play Area at Marie Kerr Park. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.15) Approve Supplement Agreement No. 2 with Cedro Construction Inc., for PN 741-A, Water Improvements at Avenue S-8 and 40th Street East, in the amount of $63,979.75. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)
Public Works

13.16) Notice of Completion - Accept completed project with Cedro Construction Inc., for PN 741-A, Water Improvements at Avenue S-8 and 40th Street East. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

13.17) Notice of Completion - Accept completed project with Knorr Systems, Inc. for PN 841, Pool Boiler Replacement at Various City Pools. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Work Glidden)

13.18) Approve Insurance Broker Services Agreement with VINSA, Inc. and Authorize City Manager to Execute Agreement and Bind Insurance Coverage in an amount not to exceed $1,750,000 (Staff Reference: Acting City Attorney Porter - Presented by Legal and Risk Assistant Barajas)

13.19) Adopt Resolution No. CC 2022-080, a Resolution of the City Council of the City of Palmdale amending the City's Classification and Pay Plans. (Staff Reference: Human Resources Manager Nevarez)

13.20) Approve Side Letter of Agreement between the City of Palmdale and California Teamsters Local 911 regarding Premium Pay, Cost of Living Increase, and change to Deferred Compensation language of the MOU (Staff Reference: Human Resources Manager Nevarez.)

13.21) Adopt Resolution No. CC 2022-083, a Resolution of the City Council of the City of Palmdale reinstating the cap requirement for employee vacation accrual bank balances. (Staff Reference: Human Resources Manager Nevarez)

13.22) Adopt Resolution No. CC 2022-081, a Resolution of the City Council of the City of Palmdale Making Legally Required Findings for Extending Remote Teleconference Participation for Meetings of the City Council and its Related and/or Subordinate Legislative Bodies. (Staff Reference: Acting City Attorney Porter)

Mayor Hofbauer pulled this item for discussion. Acting City Attorney Porter provided clarification to Council regarding teleconferencing participation.

Mayor Hofbauer made a motion not to adopt Resolution No. CC 2022-081, the motion died for lack of a second.

Motion: Adopt Resolution No. CC 2022-081.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-1)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
No: Steven Hofbauer.

13.23) Approve the minutes from the previous meetings. (Staff Reference: City Clerk/Agency Secretary Smith)

CC/SA/IDA/PAA/PCA/PFA - May 18, 2022
CC/SA/PCA - June 1, 2022
CC - June 3, 2022

Motion: Approve all items listed on the Consent Calendar with the exception of 13.9, 13.10, and 13.22.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

14) PUBLIC HEARING

14.1) Public Hearing and Review of Proposed Resolution No. CC 2022-041 for adoption regarding drainage benefit assessments. (Staff Reference: Director of Public Works Heffernan)

Councilmember Bishop recused himself from Item 14.1 and stepped away from the dais.

Director of Public Works Heffernan provided a brief overview of the staff report and read the title of Resolution No. CC 2022-041.

RESOLUTION NO. CC 2022-041, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT

AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023 FOR THE CITY OF PALMDALE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1 AND NO. 2006-02

Mayor Hofbauer opened the Public Hearing.

Public Comments: None.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-041.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Laura Bettencourt.

Councilmember Bishop returned to the dais at this time.

14.2) Public Hearing and Review of Proposed Resolution No. CC 2022-042 for adoption regarding landscape, parks and streetlight maintenance assessments. (Staff Reference: Director of Public Works Heffernan)

Director of Public Works Heffernan presented the staff report and read the title of Resolution No. CC 2022-042.

RESOLUTION NO. CC 2022-042, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE ENGINEER'S REPORT AND THE CONTINUATION OF THE LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2022/2023 FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS

Mayor Hofbauer opened the Public Hearing.

Public Comments: None.

A motion was made and carried unanimously to close the Public Hearing.

Mayor Pro Tem Loa asked about the status of Rancho Vista Park. Director of Public Works Heffernan and Deputy Director of Public Works Glidden provided a status update on the lighting, trees, and irrigation, and announced a ribbon cutting scheduled on August 1, 2022. Discussion ensued regarding Palmenthol Historical, A.C. Warnack, and Arnie Quinones parks.

Motion: Adopt Resolution No. CC 2022-042.
Moved by Austin Bishop, seconded by Richard J Loa.

Vote: Motion carried (5-0)

Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

14.3) Public Hearing and Review of Proposed Resolution Nos CC 2022-061, CC 2022-062 and CC 2022-063 for adoption regarding establishment of a community facilities district and related special taxes, appropriation limit, and annexation; introduce ordinance levying special taxes in Community Facilities District 2022-1. (Staff Reference: Director of Public Works Heffernan)

Director of Public Works Heffernan provided a brief overview of the staff report and read the title of Resolution Nos. CC 2022-061, CC 2022-062, and CC 2022-063.

RESOLUTION NO. CC 2022-061, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE OF FORMATION OF THE CITY OF PALMDALE COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES), AUTHORIZING THE LEVY OF A SPECIAL TAX WITHIN THE DISTRICT, PRELIMINARILY ESTABLISHING AN APPROPRIATIONS LIMIT FOR THE DISTRICT AND PROVIDING FOR THE FUTURE ANNEXATION OF PROPERTY TO THE DISTRICT;

RESOLUTION NO. CC 2022-062, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE CALLING SPECIAL ELECTION WITHIN COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES); AND

RESOLUTION NO. CC 2022-063 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DECLARING RESULTS OF SPECIAL ELECTION AND DIRECTING THE RECORDING OF NOTICE OF SPECIAL TAX LIEN - COMMUNITY FACILITIES DISTRICT NO. 2022-1 (CITYWIDE MAINTENANCE AND SERVICES)

Mayor Hofbauer opened the Public Hearing.

Public Comments: None.

A motion was made and carried unanimously to close the Public Hearing.

Council asked about the Landscape Maintenance Districts (LMD's) and the ability for property owners to be included in an annexation or to opt out. Director of Public Works Heffernan and Sara of NBS provided clarification on the process of being included in or opting out of a Landscape Maintenance District and provided information on the Community Facility District.

Deputy City Clerk Scott opened the ballot and stated the district carried.

Motion: Adopt Resolution Nos. CC 2022-061, CC 2022-062 and CC 2022-063. Moved by Austin Bishop, seconded by Richard J Loa.

Vote: Motion carried (5-0)
Yes: Steven Hofbauer, Richard J Loa, Juan Carrillo, Austin Bishop, Laura

Bettencourt.

Mayor Hofbauer called for a recess at 9:00 p.m. - 9:10 p.m.

Mayor Hofbauer left the meeting at this time.

14.4) Public Hearing and Review of Proposed Resolution No. CC 2022-043 for adoption. (Staff Reference: Director of Public Works Heffernan)

Director of Public Works Heffernan presented the staff report and read the title of Resolution No. CC 2022-043.

RESOLUTION NO. CC 2022-043, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE UPDATING THE SEWER COLLECTION SERVICE CHARGE AND ORDERING THE CONTINUATION OF THE CHARGE FOR THE OPERATION AND MAINTENANCE OF THE PALMDALE SEWER COLLECTION SYSTEM FOR FISCAL YEAR 2022/2023

Mayor Pro Tem Loa opened the Public Hearing.

Public Comments: None.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-043.
Moved by Austin Bishop, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14.5) Public Hearing and Review of Proposed Resolution No. CC 2022-077. (Staff Reference: Director of Public Works Heffernan)

Director of Public Works Heffernan provided a brief overview of the staff report and read the title of Resolution No. CC 2022-077.

RESOLUTION NO. CC 2022-077, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ORDERING THE VACATION OF A SEGMENT OF 6TH STREET EAST (100 FEET SOUTH OF SIERRA HIGHWAY TO 220 FEET NORTH OF AVENUE P-14) AND THE RESERVATION OF THE EXISTING UTILITY EASEMENTS THEREIN

Mayor Pro Tem Loa opened the Public Hearing.

Public Comments: None.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-077.
Moved by Austin Bishop, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14.6) Public Hearing and Review of Proposed Ordinance No. 1589 for adoption. (Staff Reference: Director of Economic and Community Development Garibay - Presented by Associate Planner Alvarado)

Associate Planner Alvardo provided a detailed overview of this project and read the title of Ordinance No. 1589.

ORDINANCE NO. 1589, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING SPECIFIC PLAN AMENDMENT 21-001; A REQUEST TO MODIFY LAND USE DESIGNATIONS, PERMITTED USES, AND STANDARDS OF DEVELOPMENT FOR THE RANCHO VISTA SPECIFIC PLAN

A motion was made and carried unanimously to close the Public Hearing.

Mayor Pro Tem Loa opened the Public Hearing.

Public Comments: None.

Greg Quan, RY Properties, announced that he was available to answer Council questions. Mayor Pro Tem Loa asked about the increase in density, and Mr. Quan stated the overall density would not be increased. Discussion ensued regarding future development.

A motion was made and carried unanimously to introduce Ordinance No. 1589.

Motion: Adopt Ordinance No. 1589.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14.7) Public Hearing and Review of Proposed Ordinance No. 1592 for adoption. (Staff Reference: Director of Economic and Community Development Garibay)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING ORDINANCE NO. 1592 FLAVORED TOBACCO BAN, AMENDING SECTION 5.04.670 (TOBACCO/SMOKING PRODUCT RETAILER) OF CHAPTER 5.04 (BUSINESS REGULATION) OF TITLE 5 (BUSINESS LICENSES, TAXES, AND REGULATION) OF THE PALMDALE MUNICIPAL CODE BANNING FLAVORED TOBACCO PRODUCTS

Motion: Continue Ordinance No. 1592 to the August 3, 2022 City Council

meeting.
Moved by Juan Carrillo, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14.8) Public Hearing and Review of Proposed Resolution No. CC 2022-064 regarding energy rates and rate setting parameters. (Staff Reference: Director of Finance Samson - Presented by Energy Resource Manager Salt)

Energy Resource Manager Salt provided a brief overview of the staff report and read the title of Resolution No. CC 2022-064. Ms. Salt introduced the consultant Cathy DeFalco from CalChoice who provided information regarding the different programs, Discussion ensued regarding Electrical Vehicle (EV) chargers.

RESOLUTION NO. CC 2022-064, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE, APPROVING THE INITIAL RATES AND RATE SETTING PARAMETERS FOR ENERGY FOR PALMDALE'S INDEPENDENT CHOICE COMMUNITY CHOICE AGGREGATION PROGRAM

Mayor Pro Tem Loa opened the Public Hearing.

Garlenia Davis and Mario Presents provided public comments regarding the rates and purchasing of power.

Energy Resource Manager Salt and Ms. DeFalco answered questions regarding procurement of energy, maintenance of energy lines, prevention of black outs and brown outs, and the option to opt out.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-064.
Moved by Juan Carrillo, seconded by Austin Bishop.

Vote: Motion carried (3-1)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop.
No: Laura Bettencourt.
Absent: Steven Hofbauer.

Mayor Pro Tem Loa requested that 14.10 be taken out of order at this time. Council concurred.

A motion was made and carried unanimously to continue the meeting past 10:30 p.m. to hear Item Nos. 14.10 and 15.1.

14.9) Public Hearing and Review of Proposed Resolution No. CC 2022-065 for adoption, regarding an updated city-wide fee schedule. (Staff Reference: Director of Finance Samson)

This item was not heard.

14.10) Public Hearing and Review of Proposed Urgency Ordinance U-1590 for adoption. (Staff Reference: Acting City Attorney Porter)

Mayor Pro Tem Loa stated he spoke to Acting City Attorney Porter and asked him to prepare language related to a motion to have all of the commissioners removed and to reappoint the current commissioners to serve until after the election. Discussion ensued regarding expiration of terms and the application process.

Acting City Attorney Porter read the title of Urgency Ordinance No. U-1590.

Adopt Urgency Ordinance No. U-1590, An Ordinance of the City Council of the City of Palmdale Amending Chapter 2.46 Regarding Planning Commissioner Appointments

Mayor Pro Tem Loa opened the Public Hearing.

The following individuals provided public comments:

Stacia Nemeth opposed the adoption of Urgency Ordinance No. U-1590 encouraged Council to reappoint the eligible commissioners.

Eric Ohlsen stated the Commissioners serve at the pleasure of the City Council.

Kevin Shenkman spoke in opposition to the appointment of new Planning Commissioners.

A motion was made and carried unanimously to close the Public Hearing.

Mayor Pro Tem Loa restated his motion to maintain all of the current Commissioners in place until after the election. Discussion ensued among Council. Acting City Attorney Porter directed Council to the staff report for clarification. Councilmember Bishop asked for clarification of Mayor Pro Tem Loa's motion. Mayor Pro Tem Loa clarified his motion. Councilmember Bishop seconded Mayor Pro Tem Loa's motion. Acting City Attorney Porter read the amended ordinance language into the record.

Motion: Adopt Urgency Ordinance No. U-1590.
Moved by Richard J Loa, seconded by Austin Bishop.

Acting City Attorney Porter asked for a recess at this time. No vote was taken.

Recess was held from 10:49 p.m. - 11:05 p.m.

Councilmember Bettencourt made a motion to postpone this item until July 20, 2022 and to keep the application process open until the date of the meeting. Councilmember Bishop seconded the motion. There was no vote taken on this motion.

Motion: Adopt Urgency Ordinance U-1590 with amendments.
Moved by Juan Carrillo, seconded by Richard J Loa.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

15) APPOINTMENTS

A motion was made and carried unanimously to continue the meeting to hear Item 15.1 only.

Motion: To continue the balance of the agenda to the July 20, 2022 meeting. Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt. Absent: Steven Hofbauer.

15.1) Removal and Appointment and/or Reappointment of Planning Commissioners. (Staff Reference: Acting City Attorney Porter)

Mayor Pro Tem Loa called for Public Comments.

The following individuals provided public input:

Eric Ohlsen spoke regarding Planning Commissioner appointments. Kevin

Shenkman opposed removing the Planning Commissioners.

A motion was made and carried unanimously to closed the Public Comment section.

Motion: Move to keep all five (5) Planning Commissioners in place until after the election.
Moved by Richard J Loa, seconded by Austin Bishop.

Vote: Motion Failed (2-2)
Yes: Richard J Loa, Austin Bishop. No: Juan Carrillo, Laura Bettencourt. Steven Hofbauer.

Motion: Continue this item to the July 20, 2022 meeting. Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt. Absent: Steven Hofbauer.

15.2) Approve Appointment to the Palmdale Aerospace Academy. (Staff Reference: City Clerk Smith)

This item was tabled to July 20, 2022.

16) NEW BUSINESS

16.1) Award Measure AV Grant Program Funding, totaling $1,306,810, to grantees in Exhibit A and authorize Interim City Manager to enter into agreements ranging from $2,000 to $250,000. (Staff Reference: Deputy Director of Parks and Recreation Dombrowski and Management Analyst Kelley)

This item was tabled to July 20, 2022.

17) INFORMATIONAL REPORT FROM MAYOR AND / OR COUNCILMEMBERS ON THEIR VARIOUS COMMITTEE MEMBERSHIPS AND MEETINGS ATTENDED AT PUBLIC EXPENSE

17.1) COMMITTEE MEMBERSHIPS.

- ANTELOPE VALLEY AIR QUALITY MANAGEMENT DISTRICT
- ANTELOPE VALLEY TRANSIT AUTHORITY
- CALIFORNIA CONTRACT CITIES ASSOCIATION
- CITY OF PALMDALE AUDIT COMMITTEE
- CITY OF PALMDALE INVESTMENT OVERSIGHT COMMITTEE
- HIGH DESERT CORRIDOR JOINT POWERS AUTHORITY
- LEAGUE OF CALIFORNIA CITIES
- LOS ANGELES COUNTY SANITATION DISTRICT
- NORTH LOS ANGELES COUNTY TRANSPORTATION COALITION
- PALMDALE RECYCLED WATER AUTHORITY
- SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS REGIONAL COUNCIL
- UNITED STATES/MEXICO SISTER CITIES ASSOCIATION
- CALIFORNIA STATE PRISON – LOS ANGELES COUNTY, CITIZENS ADVISORY COMMITTEE

This item was not heard.

17.2) MEETINGS ATTENDED AT PUBLIC EXPENSE

18) CITY MANAGER'S REPORT

This item was not heard.

19) CITY COUNCIL REQUESTS FOR NEW AGENDA ITEMS

This item was not heard.

20) Adjournment.

Mayor Pro Tem Loa adjourned the meeting at 11:15 p.m., in memory of Kern County Firefighter and Quartz Hill High School graduate Aiden Agnor to July 20, 2022 at 7:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 7th day of September 2022.

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae Smith, City Clerk

MINUTES
CITY COUNCIL/HA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
JULY 20, 2022

www.cityofpalmdale.org

5:00 P.M.

1) CALL MEETING TO ORDER

Mayor Pro Tem Loa called the meeting to order at 5:03 p.m.

2) ROLL CALL MAYOR/CHAIR HOFBAUER, MAYOR PRO TEM/VICE CHAIR LOA, COUNCILMEMBERS/COMMISSIONERS CARRILLO, BISHOP, BETTENCOURT, FRAGA-SAENZ, DENNY

PRESENT: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt, Christina Fraga-Saenz, Phil Denny.
ABSENT: Steven Hofbauer.

Interim City Manager Perez read a statement submitted by Mayor Hofbauer regarding his absence.

Motion: Excuse the absence of Mayor Hofbauer.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

3) PUBLIC COMMENTS ON CLOSED SESSION ITEMS

The following individual provided public comment:

Laurel Forrest shared comments in support of former City Manager J.J. Murphy.

Mayor Pro Tem Loa read the following statement: After the agenda was posted the city learned of some facts and circumstances that in the City Attorney's opinion constitute significant exposure of litigation against the city and the City Attorney advised that it was appropriate to add one agenda item of "Conference with Legal Counsel Anticipated Litigation" because of the urgent need to discuss immediately. Mayor Pro Tem Loa stated, however, the Council may only add the matter for discussion by the City Council if it finds by a minimum of 4 votes that the facts were learned 1) after the the agenda was posted and 2) there is a need to take immediate action.

Council requested more information. Acting City Attorney Porter recommended Council vote to approve the additional Closed Session item.

Motion: Move to add Closed Session item.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

Interim City Manager Perez announced as a result of a lack of all Members attending the Council meeting, and based on the statement she read from Mayor Hofbauer, there would be no action taken on the Measure AV item due to conflicts and the matter would be ported over to the August 17 meeting. Councilmember Carrillo asked about an option for emergency/urgency to hear the Measure AV item and Acting City Attorney stated a legal necessity is required.

Motion: Continue the Measure AV item to August 17, 2022.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

4) PRESENTATION BY CITY ATTORNEY

Acting City Attorney Porter confirmed the items would be heard as listed.

4.1) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Community Development Associates, et al. vs. City of Palmdale, et al.
Los Angeles Superior Court Case No. 18STCV06968
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)

4.2) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Community Development Associates, et al. vs. Housing Authority of the City of Palmdale, et al.
Los Angeles Superior Court Case No. 18STCV06968
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)

4.3) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Leona Valley Town Council vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCP01932
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1)

4.4) CONFERENCE WITH LABOR NEGOTIATORS

City Representatives: Ronda Perez, Interim City Manager and Patricia Nevarez, Human Resources Manager

Position: Interim City Attorney
Unrepresented Employee: Scott E. Porter, Interim City Attorney

This Closed Session is being held pursuant to the authority of California Government Code Section 54957.6.

4.5) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Ricci v. City of Palmdale, et al.Los Angeles County Superior Court Case No. 22STCV01269
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.6) CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Shanae Smith, Patricia Nevarez and Michael "Mike" Behen vs. City of Palmdale, et al.
Los Angeles County Superior Court Case No. 22STCV18219
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

4.7) CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION
Government Code Section 54956.9(d)(1).
Name of case: John J. Murphy v. City of Palmdale;
Los Angeles County Superior Court Case Number: 22STCV22544
Related City Claim Number: 2022-007

5) ANNOUNCEMENT BY CITY ATTORNEY

Acting City Attorney Porter announced there was no reportable action.

6) ADJOURN CLOSED SESSION MEETING

Mayor Pro Tem Loa adjourned the Closed Session meeting at 7:40 p.m.

7) ADJOURN HOUSING AUTHORITY MEETING

Mayor Pro Tem Loa adjourned the Housing Authority meeting at 7:40 p.m.

7:00 P.M.

Mayor Pro Tem Loa called the meeting to order at 7:41 p.m.

8) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE IN HONOR OF OUR TROOPS

Phil Denny, Housing Commissioner led the pledge of allegiance.

9) ROLL CALL MAYOR HOFBAUER, MAYOR PRO TEM LOA, COUNCILMEMBERS CARRILLO, BISHOP, BETTENCOURT

PRESENT: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
ABSENT: Steven Hofbauer.

Interim City Manager Perez read a statement submitted by Mayor Hofbauer regarding his absence.

Motion: Excuse the absence of Mayor Hofbauer.
Moved by Laura Bettencourt, seconded by Austin Bishop.
Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

10) WAIVER OF FULL READING OF RESOLUTION(S) and ORDINANCE(S)

Motion: Move to waive full reading of the Resolution (s) and/or Ordinance(s) to be considered and voted on at this meeting.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

11) PUBLIC COMMENTS ON LISTED AGENDA ITEMS (EXCLUDING PUBLIC HEARINGS)

Interim City Manager Perez announced that item 15.2, awarding Measure AV grant dollars, would be pushed to the August 17, 2022, meeting due to lack of quorum considering the conflicts of the Councilmembers present.

The following individuals provided public input:

Rosie Mainella spoke in support of the current Planning Commissioners.

Ruth Sanchez expressed the importance of approving the Measure AV item.

City Attorney Porter provided clarification to the citizens on the postponement of the Measure AV item.

Due to technical difficulties the meeting was recessed at 7:55 p.m. to 8:05 p.m.

Kevin Shenkman spoke regarding conflicts of interest, voting on Measure AV items and adding Closed Session items.

Eric Ohlsen commented on the lack of information for the additional Closed Session item, and the inability to vote on the Measure AV item.

Marcos Alvarez encouraged Council to provide a solution for the disbursement Measure AV funds.

Xavier Flores stressed the importance of disbursing Measure AV funds to help those in need.

A motion was made and carried unanimously to close the Public Comment section.

12) CONSENT CALENDAR

12.1) Approve Purchase Order No. 20230005 with Nixon-Egli Equipment Company of Southern California for a new 2021 Demo Unit Petersen TL3 Lightning Loader Grapple Truck in an amount not to exceed $224,587. (Staff Reference: Director of Public Works Heffernan)

12.2) Adopt Resolution No. CC2022-079, 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 and the Los Angeles County Consolidated Fire Protection District, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of the Antelope Valley Cemetery District, Antelope Valley Resource Conservation District, City of Palmdale, Antelope Valley-East Kern Water Agency, and the Antelope Valley Mosquito and Vector Control District approving and accepting negotiated exchange of property tax revenues resulting from Annexation No. 14-433 to County Sanitation District No. 14. (Staff Reference: Director of Public Works Heffernan)

12.3) Award construction agreement with R.C. Becker and Son, Inc., for PN 761, Palmdale Civic Center Complete Streets Project, in the amount of $6,405,637 for a term of 12 months from the date of Notice to Proceed. (Staff Reference: Director of Public Works Heffernan - Presented by Deputy Director of Public Works Glidden)

Motion: Approve all items as listed on the Consent Calendar.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

13) PUBLIC HEARING

13.1) Public Hearing and Review of Proposed Resolution No. CC 2022-071 for adoption. (Staff Reference: Director of Economic and Community Development Garibay)

Business License Coordinator Andrews provided a detailed overview of the staff report and read the title of Resolution No. CC 2022-071.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING GUN DEALER PERMIT 22-07 FOR PUNG WHEA INC. DOING BUSINESS AS BEEEFT LOCATED AT 550 WEST RANCHO VISTA BOULEVARD, SUITE G

Councilmember Bettencourt asked about the security measures to protect the gun shop from theft. Paul Rangel, applicant, provided clarification to Council regarding security measures that will be implemented to protect the business from theft.

The following individuals provided public input:

Eugene Hernandez and Laurel Forrest spoke in opposition to the approval of the gun shop.

Marcos Alvarez expressed concerns regarding the approval of the gun shop.

David Harris, Jason Zink, Amanda Palmer, and Mario Presents commented in support of the gun shop.

Xavier Flores expressed his views regarding gun violence and restriction laws.

Kevin Shenkman made neutral comments related to the approval of the gun shop.

Ruth Sanchez expressed concerns regarding Mayor Hofbauer and the Measure AV item.

Getro Elize commented on the access and misuse of weapons.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-071.
Moved by Laura Bettencourt, seconded by Austin Bishop.

Vote: Motion carried (3-1)
Yes: Richard J Loa, Austin Bishop, Laura Bettencourt.
No: Juan Carrillo.
Absent: Steven Hofbauer.

13.2) Public Hearing and Review of Proposed Resolution No. CC 2022-072 for adoption. (Staff Reference: Director of Economic and Community Development Garibay)

Business License Coordinator Andrews provided a brief overview of the staff report and read the title of Resolution No. CC 2022-072.

Mayor Pro Tem Loa opened the Public Hearing.

The following individuals provided public input:

Eugene Hernandez commented regarding the ABC alcohol training permit.

Xavier Flores asked Council to consider limiting the operating hours for this business.

Discussion ensued regarding the hours for entertainment and the violation of the Conditional Use Permit (CUP). Ray Santillian, representative for the applicant, clarified the business hours.

Ruth Sanchez, Marcos Alvarez, Jason Zink, and Amanda Palmer commented in support of the business.

A motion was made and carried unanimously to close the Public Hearing.

Motion: Adopt Resolution No. CC 2022-072.
Moved by Austin Bishop, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14) APPOINTMENTS

14.1) Removal and Appointment and/or Reappointment of Planning Commissioners. (Staff Reference: Acting City Attorney Porter)

Acting City Attorney Porter provided Council with clarification on the Palmdale Municipal Code for appointing Planning Commissioners.

Motion: Appoint Dean Henderson to District 2.
Moved by Richard J Loa, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

Motion: Appoint Christina Fraga-Saenz to District 1.
Moved by Austin Bishop, seconded by Richard J Loa.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

Motion: Appoint Stacia Nemeth to District 5.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

Motion: Appoint Marcos Alvarez for District 3.
Moved by Laura Bettencourt, seconded by Juan Carrillo.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

Motion: Appoint Getro Elize to District 4.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.
Absent: Steven Hofbauer.

14.2) Approve Appointment to the Palmdale Aerospace Academy. (Staff Reference: Deputy City Clerk Scott)

Motion: Appoint Sophia Avalos to the Palmdale Aerospace Academy.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (4-0)
Yes: Richard J Loa, Juan Carrillo, Austin Bishop, Laura Bettencourt.

Absent: Steven Hofbauer.

15) NEW BUSINESS

15.1) Approve the Joint Powers Agreement creating the High Desert Corridor Joint Powers Agency between the County of Los Angeles, Los Angeles County Metropolitan Transportation Authority, City of Adelanto, City of Lancaster, City of Palmdale, and City of Victorville and appoint one member and one alternate to serve on Agency's Board. (Staff Reference: Director of Public Works Heffernan - Presented by Traffic Engineer Jay Nelson)

Councilmember Bishop recused himself and stepped away from the dais.

Director of Public Work Heffernan provided a brief overview of the staff report.

Motion: Approve the Joint Powers Agreement creating the High Desert Corridor Joint Powers Agency between the County of Los Angeles, Los Angeles County Metropolitan Transportation Authority, City of Adelanto, City of Lancaster, City of Palmdale, and City of Victorville.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer.

Motion: Move to appoint Councilmember Carrillo as the Director and Mayor Pro Tem Loa as the Alternate.
Moved by Juan Carrillo, seconded by Laura Bettencourt.

Vote: Motion carried (3-0)
Yes: Richard J Loa, Juan Carrillo, Laura Bettencourt.
Absent: Steven Hofbauer.

15.2) Award Measure AV Grant Program Funding, totaling $1,306,810, to grantees in Exhibit A and authorize Interim City Manager to enter into agreements ranging from $2,000 to $250,000. (Staff Reference: Deputy Director of Parks and Recreation Dombrowski and Management Analyst Kelley)

This item was tabled to the August 17, 2022 meeting.

Acting City Attorney Porter provided clarification to the public regarding the continuation of this item.

16) PUBLIC COMMENTS ON NON-AGENDA ITEMS

The following individuals provided public input:

Jason Zink encouraged the city to broadcast the election on the city website, social media, email, and the newspaper.

Xavier Flores and Sky Jung confirmed a front-page announcement in the AV Press for the City of Palmdale election.

Eugene Hernandez expressed concerns regarding guns, alcohol, First Amendment

Rights, and the approval of Measure AV funds.

Laurel Forrest encouraged Council to consider updating the camera work for the City Council meetings.

17) ADJOURN

Mayor Pro Tem Loa adjourned the meeting at 10:23 p.m. to August 3, 2022 at 7:00 p.m.

PASSED, APPROVED, and ADOPTED this 7th day of September 2022.

_____
Steven D. Hofbauer, Mayor

ATTEST:

_____
Shanae S. Smith, City Clerk

City Council Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **NEIGHBORHOOD SERVICES**

HOUSING DIVISION

DISTRICT: **ALL**

SUBJECT: **PUBLIC HEARING ON THE DRAFT CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER) FOR FISCAL YEAR 2021-2022; REVIEW AND CONSIDER APPROVAL OF THE 2021-2022 CAPER; CONSIDER REQUEST TO AUTHORIZE THE CITY MANAGER OR THEIR DESIGNEE TO MAKE NECESSARY CHANGES AND SUBMIT THE CAPER REPORT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) BY SEPTEMBER 28, 2022 IN COMPLIANCE WITH HUD REGULATIONS**

ISSUE

Public Hearing on the Draft Consolidated Annual Performance Evaluation Report (CAPER) for Fiscal Year 2021-2022; review and consider approval of the 2021-2022 CAPER; consider request to authorize the City Manager or their designee to make necessary changes and submit the CAPER report to the U.S. Department of Housing and Urban Development (HUD) by September 28, 2022 in compliance with HUD Regulations.

RECOMMENDATION

Staff recommends that the City Council:

1. Open a public hearing to receive public comments on the Draft CAPER for Fiscal Year 2021-2022;
2. Review and approve the 2021-2022 CAPER; and
3. Authorize the City Manager or their designee to make necessary changes and submit the CAPER report to HUD by September 23, 2022 in compliance with applicable regulations.

BACKGROUND

As an entitlement and participating jurisdiction, the City of Palmdale receives an annual allocation of funds from HUD under its Community Development Block Grant (CDBG) and Home Investment Partnership (HOME) Programs. Additionally, the City received a special

allocation of Community Development Block Grant COVID-19 (CDBG-CV) funds, as authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act enacted on March 27, 2020, to be used to exclusively on eligible activities that prepare for, prevent, and respond to the COVID-19 pandemic. As an entitlement and participating jurisdiction, the City is required to prepare and obtain HUD approval of a Consolidated Plan covering a period of five years. The 2020 Five-year Consolidated Plan was approved by Council and submitted to HUD in June 2020. The plan addresses a variety of HUD-required issues including the City's plan to address affordable housing and other needs of low- and moderate-income persons.

At the end of each grant year, the City is required to submit a CAPER, providing an assessment of the City's performance and a statement of its expenditures in meeting the goals and objectives stated in its Consolidated Plan and in its Annual Action Plan.

DISCUSSION

The Action Plan identifies the programs, projects, and services to be provided during the fiscal year to meet the goals and objectives of the Consolidated Plan. As required by HUD regulations, the CAPER includes the use of the 2021-2022 allocation of $1,541,561 of CDBG funds and $577,747 HOME funds, plus prior year CDBG and HOME funds. The CAPER also reports the special allocation of $1,932,895 of CDBG-CV funds. The following are the allocated and estimated use of funds for activities within the 2021-2022 program year:

CDBG Funds	**Allocated**	**Expended**
Administration		
General CDBG Administration	$248,710.00	$42,073.60
CDBG Planning	22,820.00	22,817.14
Housing Rights Center (Fair Housing Services)	36,782.00	36,782.00
Administration – Total	**306,561.00**	**99,921.74**
Public Service		
South Antelope Valley Emergency Services – SAVES	231,234.00	231,234.00
Public Service Programs - Total	**231,234.00**	**231,234.00**
Affordable Housing Development		
Juniper Grove Apartments	250,000.00	225,000.00
Affordable Housing Development – Total	**250,000.00**	**225,000.00**
Economic Opportunity Program		
Business Assistance Program	220,082.00	0.00
Economic Development	100,000.00	0.00
Economic Opportunity Program – Total	**320,082.00**	**0.00**

Capital Improvements		
Section 108 Loan Repayment	378,730.00	378,343.00
Spot Blight Acquisition and Demolition	449,834.00	322,177.44
ADA Compliance – Q-12	1,525,200.00	78,887.76
ADA Legacy Commons	200,000.00	5,218.00
Chimbole ADA Access	110,000.00	11,180.71
Capital Improvements - Total	**2,663,764.00**	**795,806.91**
CDBG Total	**$3,671,641.00**	**$1,351,962.65**

	Allocated	Expended
Administration		
General HOME Administration	$57,774.00	$25,038.50
Administration – Total	**$57,774.00**	**$25,038.50**
Programs/Projects		
Juniper Grove Apartments	728,678.00	474,981.00
Tenant Based Rental Assistance Program (TBRA)	338,180.00	157,815.81
COVID Rental Assistance Program (TBRA-CV)	326,304.00	189,197.47
HOME Programs/Projects - Total	**1,393,162.00**	**821,994.28**
HOME Total	**$1,450,936.00**	**$847,032.78**

CDBG-CV Funds	Allocated	Expended
Administration		
General CDBG-CV Administration	$386,580.00	$141,102.09
Administration – Total	**386,580.00**	**141,102.09**
Public Service		
South Antelope Valley Emergency Services - SAVES	575,010.00	498,685.95
Mortgage Assistance Program	548,095.00	247,948.15
Rental Assistance Program	300,000.00	0.00
Public Service Programs – Total	**1,423,104.00**	**746,634.10**
Economic Assistance Programs		
Business Assistance Program	123,310.00	107,282.18
Economic Assistance Programs – Total	**123,310.00**	**107,282.18**
CDBG-CV Total	**$1,914,994.00**	**$995,018.37**

The City complied with its Citizen Participation Plan and the CDBG regulations requiring that the CAPER be made available for public review and comment prior to submitting it to HUD. A public notice informing Citizens of the locations where the report was available

for review and inviting oral or written comments either prior to or at the public hearing on September 7, 2022 was published in the Antelope Valley Press and the City's website on August 23, 2022. The notice also invited citizens interested in expressing their views concerning the use of CDBG and HOME funds to submit written comments or attend the public hearing on September 7, 2022.

Staff requests that the City Council hold the public hearings, approve the Draft 2021-2022 CAPER Report for CDBG, HOME, and CDBG-CV funds, and authorize the City Manager or their designee to make any necessary changes and submit the CAPER report to HUD by September 28, 2022.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

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

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

Prepared by:	Sophia Reyes, Housing Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Draft Consolidated Annual Performance Evaluation Report (CAPER) for Fiscal Year 2021-2022

Draft 2021-2022 Consolidated Annual Performance and Evaluation Report

Community Development Block Grant
HOME Investment Partnerships Program

Draft

September 7, 2022

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CITY OF PALMDALE

Draft 2021/2022 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT
JULY 1, 2021 THROUGH JUNE 30, 2022

STEVEN D. HOFBAUER
Mayor

RICHARD J. LOA
Mayor Pro Tem

AUSTIN BISHOP
Council Member

JUAN CARRILLO
Council Member

LAURA BETTENCOURT
Council Member

RONDA PEREZ
Interim City Manager

MIKE MILLER
Director of Neighborhood Services

SOPHIA REYES
Housing Manager

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CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This 2021-2022 Consolidated Annual Performance and Evaluation Report (CAPER) is the City of Palmdale's report to the U.S. Department of Housing and Urban Development (HUD) describing the use of federal Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) funds during the second program year of the 2020-2024 Consolidated Plan period, covering July 1, 2021 to June 30, 2022. This CAPER will also describe the use of the Community Development Block Grant Coronavirus (CDBG-CV) funds, as authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act, enacted on March, 27, 2020 and programmed into the City's 2019-2020 Annual Action Plan, as amended.

The City receives CDBG and HOME funds from HUD on a formula basis each year and received a special allocation of CDBG-CV funds. In turn, the City implements projects and awards grants and loans to nonprofit, for-profit and public organizations for projects in furtherance of the adopted Consolidated Plan. The CDBG and HOME programs provide for a wide range of eligible activities for the benefit of low- and moderate-income Palmdale residents. The CDBG-CV funds provide for eligible activities that prepare for, respond to, and prevent COVID-19 pandemic.

For the 2021-2022 program year, the City received $1,541,561 of CDBG funds and $577,747 of HOME funds from HUD. Together, with prior year(s) funding available, a total of $2,241,115 was allocated to projects in the 2021-2022 Action Plan. This investment of CDBG and HOME funds was a catalyst for positive change in the community. Together with other federal, state and local investments, HUD resources allowed the City and its partners to:

- Provide fair housing services to 337 residents;
- Provide homelessness prevention and assistance services to 12,578 residents;
- Provided tenant-based rental assistance to 27 senior households;
- Provide for progress for construction on Juniper Grove Affordable Apartments, which will provide for a total of 101 units;
- Provide for progress for ADA improvements at Q-12 that will benefit 41,255 when complete;
- Provide for progress for the Spot Blight Acquisition and Demolition activity;
- Begin design for Legacy Commons ADA
- Begin design for Chimbole Center ADA

Additionally, the City continued eligible activities for the special allocation of CDBG (CDBG-CV) in the amount of $1,932,895 to be used exclusively on eligible activities that prepare for, respond to and prevent the COVID-19 pandemic. The CDBG-CV funds were programmed in the 2019-2020 Action Plan.

- Respond to COVID-19 pandemic by providing 3 low- and moderate-income households

OMB Control No: 2506-0117 (exp. 06/30/2018)

with Mortgage Assistance; and

- Respond to COVID-19 pandemic by providing emergency tenant-based rental assistance to 10 households

Provide homelessness prevention and assistance services to 178,625 residents;

Table 1 provides a summary of the five-year and one-year accomplishments for the period ending June 30, 2022, arranged by each of the Strategic Plan Goals included in the 2020-2024 Strategic Plan of the Consolidated Plan and the COVID-19 Response goal in the 2019-2020 Action Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Table 1 - Accomplishments – Strategic Plan & Program Year to Date

Goal	Category	2021-2022 Amount Allocated	Indicator	Unit of Measure	5-Year Strategic Plan			2021-2022 Program Year 2		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Affordable Housing Development	Affordable Housing	HOME: $369,973	Rental units constructed	Household Housing Unit	99	0	00.00%	0	0	0%
Affordable Housing Preservation	Affordable Housing	HOME: $0	Rental Units Rehabilitated	Household Housing Unit	5	0	0.00%	0	0	0.00%
Rental Assistance	Affordable Housing	HOME: $338,180	Tenant-based rental assistance / Rapid Rehousing	Households	80	63	78.75%	20	37	185.00%
Fair Housing Services	Affordable Housing	CDBG: $36,782	Other	Other	1,500	678	45.20%	300	337	112.34%
Homelessness Prevention and Assistance	Homeless	CDBG: $231,234	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	N/A	N/A	N/A	N/A	N/A	N/A Accomplishments recorded under CDBG-CV Goal
Public Facilities and Infrastructure Improvements	Non-Housing Community Development	CDBG: $628,092	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	200,000	47,415	23.71%	40,000	0	0%

OMB Control No: 2506-0117 (exp. 06/30/2018)

Goal	Category	2021-2022 Amount Allocated	Indicator	Unit of Measure	5-Year Strategic Plan			2021-2022 Program Year 2		
					Expected	Actual	Percent Complete	Expected	Actual	Percent Complete
Economic Opportunity	Non-Housing Community Development	CDBG: $100,000	Expand economic opportunity for low-income residents and small business owners	Businesses Assisted	40	0	0.00%	8	0	0.00%
				Jobs Created/Retained	20	0	0.00%	5	0	0.00%
Planning	Planning and Administration	CDBG: $271,530 HOME: $57,774	Other	Other	2	2	100.00%	2	2	100.00%
COVID-19 Response	Non-Housing Community Development	CDBG-CV $1,932,895	COVID-19 Impact	Businesses Assisted	20	11	55.00%	20	0	0.00%
				Households Assisted	50	41	86.00%	50	1	86.00%
				Persons Assisted	357,250	178,625	50.00%	357,250	178,625	50.00%
				Planning and Admin.	1	1	100.00%	1	1	100.00%

OMB Control No: 2506-0117 (exp. 06/30/2018)

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

During the program year, the City and its housing and community development partners made progress on several 2021-2022 activities as well as some multi-year activities that continued during the program year. All CDBG and HOME funded activities addressed specific high priority objectives identified in the 2020-2024 Consolidated Plan. All CDBG-CV funded activities prepared for, responded to, or prevented the COVID-19 pandemic.

The CDBG-funded South Antelope Valley Emergency Services activity provided much needed services through the CDBG entitlement funding and the expanded their services with CDBG-CV funding. In early March, 2020 the County Department of Public Health issued a State of Emergency and ordered all non-essential business to close due to the COVID-19 Pandemic. On March 16, 2020 SAVES adopted the COVID-19 National Emergency model to become an emergency-only food distribution center. SAVES re-designed from client-choice to a no-contact drive-thru. SAVES also coordinated with local churches and community group volunteers to deliver emergency food to shut-in senior residents. SAVES operated under this model for the entire 2020-2021 program year to comply with ongoing Public Health orders and to maintain the mission of SAVES to provide emergency services to Palmdale residents while keeping both staff and the public safe and healthy. As a result, SAVES served 178,625 persons within all residential tracts of the City, meeting the Low and Moderate Area National Objective. During the program year 21,461 food orders were distributed to households in need.

The majority of CDBG funds were allocated to public facilities and infrastructure improvement activities to benefit low- and moderate-income neighborhoods, provide disabled access, provide facilities for homelessness prevention services, or that directly support affordable housing, during the program year. The project scope for the ADA Improvements at Q-12 was increased to include street improvements. Construction is anticipated to commence by the end 2022. The 2019 Spot Blight Acquisition and Demolition activity the acquisition was completed and the demolition process has commenced.

The 2021 HOME-funded Tenant Based Rental Assistance (TBRA) provided assistance to 27 unduplicated extremely low-income senior households (age 62 or older) experiencing a severe housing cost burden (more than 50% of household income goes to rent).

The City has been working tirelessly to prepare for, respond to, and prevent Coronavirus. During this program year the City utilized CDBG-CV funds to continue the Mortgage Assistance Program that provided financial support to 3 eligible households who were economically impacted.

The City has made significant progress toward the numeric accomplishment goals for projects during this first year of the five-year Consolidated Plan period, and to prepare for, respond to, and prevent COVID-19 pandemic. Each of the activities that were underway during the 2021-

2022 program year are listed in Figure 1, including the amount of CDBG, HOME, or CDBG-CV funds allocated to the activity and the amount spent as of June 30, 2022. Figure 2 provides the numeric accomplishment goal and the amount accomplished as of June 30, 2022.

Figure 1 – Use of CDBG and HOME Funds

1. Affordable Housing Development				
2019 Juniper Grove Apartments	HOME	$376,812.00	$376,812.00	100.00%
2020 Juniper Grove Apartments	HOME	$351,866.00	$98,169.00	27.90%
2019 Juniper Grove Apartments	CDBG	$250,000.00	$225,000.00	90.00%
2019 Tenant- Based Rental Assistance	HOME	$188,180.00	$157,815,81	83.86%
2020 Tenant-Based Rental Assistance (CV)	HOME	$326,304.00	$189,197.47	58.00%
2021 Tenant-Based Rental Assistance	HOME	$150,000.00	$0.00	0.00
	Subtotal	**$1,643,162.00**	**$1,031,602.24**	62.79%
2. Fair Housing Services				
2021 Fair Housing Services	CDBG	$36,782.00	$36,782.00	100.00%
3. Public Services Including Homelessness				
2021 South Antelope Valley Emergency Services	CDBG	$231,234.00	$231,234.00	100.00%
4. Public Facilities and Infrastructure Improvements				
2019 Section 108 Debt Service	CDBG	$378,730.00	$378,343.00	99.99%
2018 Street Improvement Q-12	CDBG	$836,500.00	$78,887.76	9.437%
2020 Street Improvement Q-12	CDBG	$200,000.00	$0.00	0.00%
2021 Street Improvement Q-12	CDBG	$488,500.00	$0.00	0.00%
2019 Spot Blight Acquisition and Demolition	CDBG	$200,000.00	$200,000.00	100.00%
2020 Spot Blight Acquisition and Demolition	CDBG	$249,834.00	122,177.44	48.94%
2020 ADA Legacy Commons	CDBG	$150,000.00	$5,218.38	3.48%
2021 ADA Legacy Commons	CDBG	$50,000.00	$0.00	0.00%0%
2021 Chimbole ADA Access	CDBG	$110,000.00	$11,180.71	10.17%
	Subtotal	**$2,663,564.00**	**$795,807.29**	29.88%
5. Economic Opportunity				
Business Assistance Program	CDBG	$220,082.00	$0.00	0.00%
2021 Economic Development	CDBG	$100,000.00	$0.00	0.00%
6. Planning and Administration				
CDBG Program Administration	CDBG	$248,710.00	$42,073.60	16.92%
CDBG Planning	CDBG	$22,820.00	$22,817.14	100.00%
HOME Program Administration	HOME	$57,774.00	$25,038.50	43.34%
	Subtotal	**$329,306.00**	**$89,929.24**	27.31 %
7. COVID Response				
South Antelope Valley Emergency Services	CDBG-CV	$575,010.00	$498,685.95	86.73%
Business Assistance Program	CDBG-CV	$123,210.00	$107,282.18	87.08%
Mortgage Assistance Program	CDBG-CV	$548,095.00	$247,948.15	45.24%
Rental Assistance Program	CDBG-CV	$300,000.00	$0.00	0.00%

OMB Control No: 2506-0117 (exp. 06/30/2018)

CDBG-CV Administration	CDBG-CV	$386,580.00	$141,102.09	36.50%
	Subtotal	**$1,932,895.00**	**$995,018.37**	51.448
Total for all Goals:		**$7,157,025.00**	**$3,180,274.14**	44.44%%

Figure 2 – Program Year Accomplishments by Strategic Plan Goal

Strategic Plan Goal / Activity	Unit of Measure	Expected	Actual
1. Affordable Housing Development			
2020 Juniper Grove Apartments 2019 Juniper Grove Apartments	Household Unit	99	0
2021 Tenant-Based Rental Assistance	Household Unit	20	37
2. Fair Housing Services			
Fair Housing Services	People	300	337
3. Public Services Including Homelessness			
South Antelope Valley Emergency Services	People	See Goal 7	See Goal 7
4. Public Facilities and Infrastructure Improvements			
Section 108 Debt Service	N/A	N/A	N/A
2020 ADA Compliance – Q-12 2019 ADA Compliance – Q-12 2018 ADA Compliance – Q-12	People	40,000	0
2020 Spot Blight Acquisition & Demolition 2019 Spot Blight Acquisition & Demolition	People	3,650	0
2020 ADA Legacy Commons	People	3,650	0
202X ADA Chimbole Center	People	3,650	0
5. Economic Opportunity			
Business Assistance Program	Businesses	8	0
6. Planning and Administration			
CDBG Program Administration	N/A	N/A	N/A
HOME Program Administration	N/A	N/A	N/A
7. COVID-19 Response			
South Antelope Valley Emergency Services	People	178,625	178,625
Mortgage Assistance Program	Households	10	3
Rental Assistance Program	Households	50	0
CDBG-CV Administration	N/A	N/A	N/A

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

Table 2 – Table of assistance to racial and ethnic populations by source of funds

	CDBG	HOME
White	19	12
Black or African American	4	18
Black/African American & White	2	1
Asian	3	0
American Indian/ Alaskan Native	6	0
Native Hawaiian or Other Pacific Islander	2	0
Other multi-racial	10	6
Total	40	37
Hispanic	22	8
Not Hispanic	18	29

Narrative

Table 2 provides an aggregate of race and ethnicity data for persons and households served during the program year based on accomplishment data from all CDBG, HOME, and CDBG-CV activities reported in HUD's Integrated Disbursement and Information System (IDIS).

Based on the information in Table 2, a diverse array of persons and households benefitted from CDBG, HOME, and CDBG-CV funded housing, public facilities, or public service projects during the program year. To note, the City has two TBRA activities: 1. An ongoing TBRA activity in the fourth year of the subrecipient agreement that assisted 27 unduplicated extremely low income, rent-burdened Senior households; and 2. A TBRA activity responding to COVID-19 pandemic that assisted 10 households who were economically impacted by the pandemic (PR-23 records 37 households, as reported in tables 2, 11, and 12).

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Table 3 - Resources Made Available

Source of Funds	Resources Made Available in 2021-2022 Action Plan	Amount Expended During Program Year
CDBG	$1,646,368	$1,152,730
HOME	$577,747	$559,887
Other: CDBG-CV	$1,932,895	$863,903

Narrative

The federal, state, local and private resources available for the implementation of projects during the 2021-2022 program year are identified in Table 3. The CDBG resources include $1,646,368 of CDBG formula grant funds. The HOME resources include $577,747 of HOME formula grant funds. The City received a special allocation of $1,932,895 of CDBG-CV funds. A grand total of $4,157,010 of CDBG, HOME, and CDBG-CV funds were allocated to projects in the Action Plan.

Identify the geographic distribution and location of investments

Table 4 – Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Low- and Moderate-Income Areas	38	38	Chimbole Cultural Center (Central Palmdale) and Q12

Narrative

The 2021-2022 Action Plan allocated $628,092 to public facilities and Infrastructure activities, representing 38 per cent of the program year CDBG investments. Combined with prior program funds, over $2.1 million of CDBG funds were designated to Public Facilities and Infrastructure activities designed to benefit the Low-and Moderate-Income Areas, of which 77% benefited low- and moderate-income areas.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

To address housing and community development needs in Palmdale, the City leverages its CDBG and HOME entitlement grants with a variety of funding resources in order to maximize the effectiveness of available funds. The primary funding sources for leveraging CDBG and HOME funds in Palmdale are Housing Successor Agency housing asset funds, redevelopment Successor Agency funds and the Redevelopment Property Tax Trust Fund (RPTTF) funds.

During the program year, the Juniper Grove project located at the southeast corner of Division and East Ave R in Palmdale leverages HOME funds of $728,678 and CDBG funds of $250,000 with Low Income Housing Tax Credits through the California Tax Credit Allocation Committee yielding $22,310,650 of Tax Credit Equity was under construction. Additional financing of $33,211,811 was secured from other sources including multiple grants from the Los Angeles Community Development Authority. This project provides for the new construction of 101 units of housing serving families with rents affordable to households earning 30-50 percent of area median income (AMI).

Additional CDBG leveraging opportunities were available for South Antelope Valley Emergency Services (SAVES) through the Emergency Food and Shelter Program Phase 37 (funding of $25,300 for Jan 2019– Oct 2021), Phase 38 (funding of $20,200 Jan 2020 – Oct 2021) and Phase CARES (funding of $20,200 Jan 2020 – Oct 2021). Additionally, over $15,000 of cash donations from the community were received, and in-kind donations of food from area businesses and the Palmdale School District were valued over $3 million.

HUD requires HOME Participating Jurisdictions (PJs) to match 25 percent of their HOME annual allocation. In accordance with 24 CFR 92.222, PJs satisfying the distress criteria established by the HOME Program regulations are provided a match reduction. Match reductions are granted due to fiscal distress, severe fiscal distress, and Presidential disaster declarations. For the 2021-2022 program year, the City of Palmdale received a 100 percent match reduction from HUD.

Table 5 – Fiscal Year Summary - HOME Match Report

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	$4,819,617
2. Match contributed during current Federal fiscal year	$0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	$4,819,617
4. Match liability for current Federal fiscal year	$0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	$4,819,617

Table 6 – Match Contribution for the Federal Fiscal Year

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contrib.	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastruc-ture	Site Prep., Const. Materials, Donated labor	Bond Financing	Total Match
N/A	N/A	$0	$0	$0	$0	$0	$0	$0

Table 7 – Program Income

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period	Amount received during reporting period	Total amount expended during reporting period	Amount expended for TBRA	Balance on hand at end of reporting period
$0	$0	$0	$0	$0

OMB Control No: 2506-0117 (exp. 06/30/2018)

HOME MBE/WBE report

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period

Table 8 – Minority Business and Women Business Enterprises

During the reporting period there were no HOME activities required to report on MBE/WBE.

	Total	Minority Business Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Contracts						
Number	0	0	0	0	0	0
Dollar Amount	$0	$0	$0	$0	$0	$0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	$0	$0	$0	$0	$0	$0

	Total	Women Business Enterprises	Male
Contracts			
Number	0	0	0
Dollar Amount	$0	$0	$0
Sub-Contracts			
Number	0	0	0
Dollar Amount	$0	$0	$0

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted

Table 9 – Minority Owners of Rental Property

	Total	Minority Property Owners				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Dollar Amount	$0	$0	$0	$0	$0	$0

OMB Control No: 2506-0117 (exp. 06/30/2018)

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition

Table 10 – Relocation and Real Property Acquisition

Parcels Acquired	0	$0
Businesses Displaced	0	$0
Nonprofit Organizations Displaced	0	$0
Households Temporarily Relocated, not Displaced	0	$0

Households Displaced	Total	Minority Property Enterprises				White Non-Hispanic
		Alaskan Native or American Indian	Asian or Pacific Islander	Black Non-Hispanic	Hispanic	
Number	0	0	0	0	0	0
Cost	$0	$0	$0	$0	$0	$0

OMB Control No: 2506-0117 (exp. 06/30/2018)

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

Table 11 – Number of Households

	One-Year Goal	Actual
Number of homeless households to be provided affordable housing units	99	0
Number of non-homeless households to be provided affordable housing units	70	37
Number of special-needs households to be provided affordable housing units	0	0
Total	**169**	**50**

Table 12 – Number of Households Supported

	One-Year Goal	Actual
Number of households supported through rental assistance	20	37
Number of households supported through the production of new units	99	0
Number of households supported through the rehab of existing units	0	0
Number of households supported through the acquisition of existing units	0	0
Total	**119**	**37**

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The Juniper Grove Affordable Housing Project financing closed in October, 2020. The City committed $728,678 of HOME funds and $250,000 of CDBG funds for site assemblance. The project provides for the production of 101 new affordable units, of which 5 units are HOME units, 50 units are designated for individuals experiencing homelessness, and 2 units are for managers. It is anticipated construction will be complete in program year 2022-2023. For Tenant Based Rental Assistance, the City supported 27 Senior households through ongoing rental assistance and an additional 10 households economically impacted by COVID-19 pandemic through a new TBRA program responding specifically to Coronavirus (PR-23 records 37 households, as reported

in tables 2, 11, and 12). Additionally, the City encouraged households to apply for the California State Covid Relief Rental Assistance Program.

Discuss how these outcomes will impact future annual action plans.

In future annual action plans, the City anticipates continuing to invest HOME funds to address housing affordability for renters and homeowners through the creation of new units, rehabilitation of existing substandard units, and the provision of Tenant Based Rental Assistance to the City's most vulnerable residents – extremely low-income senior citizens experiencing a severe housing cost burden.

The City is actively seeking a certified CHDO with capacity to develop housing to increase the likelihood of meeting the HOME program requirement that 15 percent of each allocation be committed to a CHDO project within 24 months. The active Tenant Based Rental Assistance Program will ensure that HOME funds are effectively committed on time to meet HUD's 24-month commitment deadline. As a result of these actions, the City will be able to strategically invest the remaining HOME funds in affordable housing development or rehabilitation projects at a point in time when these projects are shovel ready with all other financing commitments in place.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Table 13 – Number of Persons Served

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	18	34
Low-income	23	3
Moderate-income	0	0
Total	**41**	**37**

Narrative Information

The 2020-2024 Consolidated Plan - Strategic Plan identified high priority affordable housing needs including preserving the supply of affordable housing and providing rental assistance to extremely-low income seniors. During the 2021-2022 program year, the City invested HOME funds to Valley Oasis to implement the Tenant-Based Rental Assistance (TBRA) program for extremely low-income seniors experiencing a housing cost burden. In response to COVID-19, the City also implemented a new TBRA program to provide emergency rental assistance to households economically impacted by Coronavirus. Furthermore, the City utilized CDBG-CV funds

to implement a Mortgage Assistance Program for households economically impacted by Coronavirus to maintain their housing.

Other strategic investments were made with HOME funds to support the building of affordable rental units for Juniper Grove Apartments and CDBG funds to support site assemblage of the Juniper Grove project. Furthermore, the City continues to assist Homes 4 Families through the development process for its Single Family CalVet Residential Enriched Neighborhood (REN) Veterans Housing complex to include up to 56 units of housing for veterans using local housing funds and other private sources.

Through the City's TBRA, Mortgage Assistance Program, and affordable housing programs, it attempts to meet the needs of worst-case housing needs (defined as low-income renters who experience severe cost burden, substandard housing, or involuntary displacement), as well as households economically impacted by the COVID-19 Pandemic. Additionally, the City refers individuals at-risk of homelessness to the homeless services and programs described in more detail in the next section of the CAPER.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

In Los Angeles County, the Los Angeles Homeless Services Authority (LAHSA) is the lead agency coordinating the Continuum of Care (CoC). LAHSA is a joint powers authority for the City and County of Los Angeles (with the exception of the Cities of Long Beach, Pasadena and Glendale). A ten-member Commission governs LAHSA. Each of the County's five Supervisors appoints one (1) commissioner while the Mayor and City Council of Los Angeles appoint another five (5) members. LAHSA plans, coordinates and manages resources for the County's homeless programs. In addition, LAHSA provides technical assistance, data and other planning resources to many of the incorporated cities within the County, including the City of Palmdale. LAHSA develops and oversees a comprehensive strategy to address homelessness.

Additionally, in February, 2016, the Los Angeles Board of Supervisors approved an unprecedented action plan of nearly two dozen interlocking strategies, focusing on six key areas to combat homelessness. The City of Palmdale has been one of over 100 community groups, cities and county leaders who continue to actively participate in the planning and implementation of these strategies to address homelessness. As part of the County strategy, the City of Palmdale participated in a process to create a city-specific plan to prevent and combat homelessness. In addition to participating in County-wide stakeholder meetings and as a member of the Continuum of Care (CoC), the City of Palmdale participates in a regional approach to address homelessness within the Antelope Valley Service Planning Area No. 1 (SPA 1). SPA 1 covers approximately 2,500 square miles of desert and forest, from the Kern County line on the north, to the San Bernardino County line on the east, the Ventura County line on the west and the Angeles Forest on the south. The homeless count conducted by LAHSA in January 2019 estimated that the number of homeless persons in SPA 1 increased three percent to 3,293. This count indicated that the number of homeless in Palmdale had increased by 39 percent to 318 people homeless persons in 2019. A more recent count conducted by LAHSA in January 2020 estimated that the number of homeless persons in SPA 1 increased forty-four percent to 4,755. This count indicated that the number of homeless in Palmdale had decreased by 9 percent to 289 people homeless persons in 2020. The homeless count was not conducted in 2021 due to the COVID-19 pandemic. LAHSA has not released the homeless count results for 2022.

The City participates in the Antelope Valley Homeless Coalition, an inter-agency council with approximately 30 participants. Through this participation, the City is able to coordinate efforts and resources with local homeless service providers including Los Angeles County's Coordinated Entry System, outreach and engagement, 2-1-1, and the Homeless Access Center in Palmdale operated by Valley Oasis. Prior to COVID-19 the City partnered with community organizations to hold quarterly Homeless Connect days for people who are homeless or at-risk of homeless, as well as with PATH to conduct weekly outreach and engagement at the City Library and the LAHSA

Emergency Response Team to provide outreach to people who are literally homeless in the community. The City partners with LAHSA and other community organizations for Project Roomkey in response to COVID-19 Pandemic.

The South Antelope Valley Emergency Services program provides food and other resources to persons experiencing homelessness and individuals and families at risk of homelessness The City allocated the full 15 percent of its 2021-2022 CDBG funds, and supplemented this activity with CDBG-CV funds.

Addressing the emergency shelter and transitional housing needs of homeless persons

The ultimate solution to ending homelessness is permanent housing closely aligned with supportive services that ensure housing stability can be maintained. However, because the demand for affordable housing far outpaces the region's supply, the CoC continues to rely on its emergency and transitional housing system in order to address the immediate needs of Los Angeles County's homeless population. To expand the options available in the community, the County's Homeless Initiative has expanded LAHSA-funded crisis housing to 24-hour facilities and has begun providing Rapid Re-Housing and Homeless Prevention funds to the community.

To address homeless needs in Palmdale among the 18-24 year-old age segment, the City and Advancing Communities Together, Inc. established the Palmdale Dream Center, an 11-unit transitional housing center with congregate activities and services designed to promote continuing education and employment for residents to achieve self-sufficiency and permanent housing. The Coordinated Entry System for youth is Countywide and many of the County's strategies for addressing homelessness also have a component that prioritizes transitional age youth.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

An individual or family is considered to be at-risk of becoming homeless if it experiences extreme difficulty maintaining their housing and has no reasonable alternatives for obtaining subsequent housing. Circumstances that can cause homelessness include eviction, loss of income, insufficient income, disability, increase in the cost of housing, discharge from an institution, irreparable damage or deterioration to housing, and fleeing from family violence.

During 2021-2022, the City and Valley Oasis used HOME funds to implement the TBRA Program to provide assistance for extremely low-income elderly residents who are experiencing a severe

rent burden. In response to COVID-19 pandemic the City also implemented a Business Assistance Program to support low- and moderate-income microenterprise businesses, as well as a TBRA program to provide emergency rental assistance, and a Mortgage Assistance Program to provide emergency mortgage relief to support households experiencing economic impact as a result of the Coronavirus.

The City provided funds to South Antelope Valley Emergency Services (SAVES), which provides emergency shelter (motel vouchers) and food to eligible low-income persons, homeless persons, and emancipated youth. SAVES distributes food and clothing to individuals and households at risk of becoming homeless. SAVES provides referral services to partners for job placement, health, educational/training, and social service needs. Additionally, SAVES collaborates with local community partners to offer a continuum of services on-site by providing office space free of rent. During this program year, SAVES expanded services to provide support to the array of households experiencing economic impact from the COVID-19 pandemic. SAVES conducted drive-thru emergency services and coordinated with an array of community partners to create drive-thru resource fairs. Information provided to residents included outreach and referral to the Census, the SNAP application process, and information on housing services, including services from rental assistance to tenant rights legal assistance, as well as medical services and vaccination opportunities. SAVES utilizes volunteer workers and Los Angeles County Transitional Subsidized Employment (TSE) program participants providing the opportunity to build job skills and experience in a warehouse/food pantry setting and training in general office skills.

The City supports America's Job Center of California (AJCC) previously known as the South Valley WorkSource Center or One Stop Center centrally located in Palmdale. The Center provides comprehensive employment, training and educational services to employers and job seekers.

The Housing Rights Center uses CDBG funds to provide fair housing, tenant/landlord mediation and legal services for residents through attorney consultations, and preparation of legal documents for the residents to represent themselves in family law and landlord/tenant actions. Some of these services are provided to prevent undue evictions that could lead to homelessness.

Palmdale is included in the Los Angeles County Development Authority's (LACDA) efforts to provide Section 8 rental assistance to extremely low- and very low-income households located within the City limits. The Section 8 program gives priority to households that are at risk of becoming homeless or currently residing in inadequate housing.

During 2021-2022, the Housing Authority of the City of Palmdale continued a contract for the Homeless Prevention and Rapid Rehousing Program utilizing Housing Asset Funds to provide short- and medium-term rental assistance and other appropriate activities for homeless prevention and rapid rehousing of persons who have become homeless. Implementation began in January, 2019 and has assisted thirty-one unduplicated households.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

In support of CoC efforts, the 2020-2024 Strategic Plan provides for the use of CDBG funds to support activities implemented by local nonprofit organizations that provide services to help prevent and eliminate homelessness, including families at risk of homelessness. The City will provide CDBG funds to South Antelope Valley Emergency Services (SAVES) and HOME funds to Valley Oasis for the Tenant Based Rental Assistance Program. HOME funds are also used to promote affordable housing development and preservation efforts. Additionally, the Homeless Prevention Rapid Rehousing Program funded by Housing Asset Funds will continue to provide assistance to rehouse households experiencing homelessness, as well as prevent individuals and families from becoming homeless. In response to COVID-19 pandemic, the City has utilized HOME funds to implement a TBRA program, and CDBG-CV funds to implement a Business Assistance Program and a Mortgage Assistance Program, as well as supplement the SAVES program. The City is also encouraging residents to apply for other funding available in response to the Coronavirus, including the State of California's COVID Relief Rental Assistance Program.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The City of Palmdale Housing Authority was formed in 1994 under State of California Housing Authority Law to actively improve existing neighborhoods and develop affordable housing opportunities using local, state and federal resources. The Palmdale Housing Authority does not administer Section 8 and does not own HUD Public Housing; however, the City is within the service area of the Los Angeles County Development Authority (LACDA) for the purposes of Section 8 and Public Housing. During the 2021-2022 program year, LACDA continued to serve the needs of residents through Section 8 vouchers and public housing.

In recognition that the U.S. Census Bureau projects that the elderly in California will have an overall increase of 112 percent from 1990 to 2020, LACDA has made changes to address the need for the growing senior population. In August of 2013, HUD approved LACDA's application to designate 13 public housing senior developments as housing for elderly families only (62 years or older).

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

LACDA actively encourages residents to be involved in the organization through resident councils and active participation in housing authority decisions via surveys and other forms of engagement. LACDA also maintains quarterly newsletters for Section 8 tenants, public housing residents, and Section 8 property owners.

LACDA encourages residents to explore homeownership opportunities. LACDA currently administers the Family Self-Sufficiency (FSS) program for public conventional housing and Housing Choice Voucher program residents. The FSS program provides critical tools and supportive services to foster a resident's transition from financial and housing assistance to economic and housing self-sufficiency, most importantly homeownership.

To support this effort, LACDA utilizes marketing materials to outreach and further promote the program's requirements and benefits to all public housing residents. For families that are eligible to participate, a Contract of Participation (COP) is prepared to govern the terms and conditions of their participation and an Individual Training Service Plan (ITSP) is created that outlines the following: supportive services to be provided, activities to be completed by the participant, and agreed upon completion dates for the services and activities. The COP is valid for five years and may be extended to allow the family to meet their ITSP goals.

Once the COP is established and the family experiences an increase in tenant rent as a result of earned income, an escrow account in their name is established and increased earned income is deposited into this account. Escrow accounts are disbursed to the family once the family has

graduated successfully from the program. Families are encouraged to utilize these funds towards educational and homeownership endeavors.

Additionally, LACDA provides residents with information on their homeownership programs.

Actions taken to provide assistance to troubled PHAs

N/A, LACDA is designated as a High Performing Public Housing Agency.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The two primary barriers to affordable housing identified in the 2020-2024 Consolidated Plan include housing affordability and the lack of monetary resources for affordable housing. As discussed in the Consolidated Plan's Strategic Plan section, a significant portion of the monetary resources that were used for affordable housing in the past included tax increment financing through the former redevelopment agency that was eliminated as a result of changes in State policy.

To address housing affordability and the lack of monetary resources for affordable housing, the Strategic Plan called for the investment of a significant portion of CDBG and HOME funds for the development of 101 new affordable rental housing units, 56 homeownership housing units, and the rehabilitation and preservation of 5 existing affordable housing units over the five-year period of the plan. The current CDBG and HOME investments in progress or completed during this program year that will either directly impact housing affordability or make an indirect impact through support of new housing projects include:

- $339,312 of 2019 HOME funds for the ongoing Tenant Based Rental Assistance Program to make rental housing units affordable to extremely-low income severely cost-burdened seniors;
- $326,304 of 2020 HOME funds for a new Tenant Based Rental Assistance Program to provide emergency rental assistance to households economically impacted by the COVID-19 Pandemic; and
- $150,000 of 2021 HOME funds for the ongoing Tenant Based Rental Assistance Program to make rental housing units affordable to extremely-low income severely cost-burdened seniors;
- $728,678 of 2019 and 2020 HOME funds for Juniper Grove Affordable Apartments multi-family new construction project; and $250,000 of 2019 CDBG funds to assist with site assemblance. Once complete, Juniper Grove will provide 99 affordable units and 2 manager units.

Although the City no longer has access to Redevelopment Housing Set-Aside funds, the City continues to successfully leverage its CDBG and HOME funds to attract private and other available public resources to create affordable housing with suitable neighborhood amenities for low- and moderate-income residents. The City worked with Meta Housing Corporation to secure Low Income Housing Tax Credits through the California Tax Credit Allocation Committee that will

yield $22,310,650 of Tax Credit Equity for the Juniper Grove Apartments project which includes 99 new affordable rental units for the current five-year Consolidated Plan period.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The primary obstacles to meeting the underserved needs of low- and moderate-income people include lack of funding from federal, state and other local sources, the high cost of housing that is not affordable to low-income people and the lack of availability of home improvement financing in the private lending industry. To address these obstacles, the City invested CDBG and HOME funds through the 2021-2022 Action Plan in projects that will support the development of new rental housing units, provide Tenant Based Rental Assistance to extremely low-income and cost-burdened seniors and households economically impacted by Coronavirus, and projects that provide public services to low- and moderate-income people to prevent homelessness, and provide mortgage relief to households economically impacted by Coronavirus. To address underserved needs, 83.25 percent of the City's 2019-2022 expenditure of CDBG and HOME funds (excluding Section 108 Debt Service and Administration) was for projects that benefit low- and moderate-income people.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The Residential Lead Based Paint Hazard Reduction Act of 1992 (Title X) emphasizes prevention of childhood lead poisoning through housing-based approaches. To reduce lead-based paint hazards, the rehabilitation of housing units built prior to January 1, 1978 includes a lead-based paint testing and risk assessment. Where lead-based paint is identified, the City ensures that developers and contractors incorporate safe work practices or abate the lead-based paint as part of the scope of work to effectively reduce lead-based paint hazards to children in accordance with 24 CFR Part 35.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The implementation of CDBG and HOME activities meeting the goals established in the 2020-2024 Consolidated Plan - Strategic Plan and the 2021-2022 Action Plan addressed the needs of poverty-level families and made strategic investments to reduce the number of poverty-level families in the future by:

- Supporting activities that expand the supply of housing that is affordable to low- and moderate-income households, such as the Juniper Grove Affordable Housing Project;
- Supporting activities that ensure equal access to housing opportunities such as Fair Housing Services provided by the Housing Rights Center;
- Supporting a continuum of housing and public service programs to prevent and eliminate homelessness through the South Antelope Valley Emergency Services program (including the supplemental activity in response to COVID-19 Pandemic), two TBRA programs (one operated by Valley Oasis and providing assistance to senior

households and one providing emergency rental assistance to households economically impacted by COVID-19 pandemic); as well as a mortgage assistance program providing mortgage relief in response to the Coronavirus; and

- Supporting activities that improve public facilities and infrastructure including the investment of over $1.9 million of CDBG funds in projects completed or underway during this program year.

In addition to these efforts, mainstream state and federal resources also contributed to reducing the number of individuals and families in poverty. Federal programs such as the Earned Income Tax Credit and Head Start provided Palmdale residents with pathways out of poverty as they pursued employment and educational opportunities.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The institutional delivery system in Palmdale is high-functioning and collaborative—particularly the relationship between local government and the nonprofit sector comprised of a network of capable non-profit organizations that are delivering a full range of services to residents. Strong City departments anchor the administration of HUD grant programs and the housing, community and economic development activities that are implemented by the City.

In order to support and enhance the existing institutional structure, the City of Palmdale collaborated with affordable housing developers and nonprofit agencies receiving CDBG and HOME funds through the 2021-2022 Action Plan to ensure that the needs of low- and moderate-income residents were met as envisioned within the 2020-2024 Consolidated Plan - Strategic Plan.

Efforts to enhance the institutional delivery system included continued implementation of the Tenant Based Rental Assistance Program in partnership with Valley Oasis that uses HOME funds and continued work with Advancing Communities Together. These critical partnerships significantly enhance the City's ability to implement the 2020-2024 Consolidated Plan - Strategic Plan.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

To enhance coordination between public and private housing and social service agencies, the City continued consulting with and inviting the participation of a wide variety of agencies and organizations involved in the delivery of housing and supportive services to low- and moderate-income residents in Palmdale- particularly the low- and moderate-income areas. Representatives of the Department of Neighborhood Services participated in Antelope Valley Coalition meetings and South Antelope Valley Emergency Services coordinated its efforts with Valley Oasis and the Los Angeles Homeless Services Authority, the Continuum of Care Lead Agency. Additionally, the Director of Neighborhood Services and other department staff regularly participated in

Neighborhood Advisory Committee (NAC) meetings during the program year to coordinate the efforts of local nonprofits and religious organizations that are working in neighborhoods to address poverty through direct community engagement.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

The 2020 Analysis of Impediments to Fair Housing Choice (AI) adopted by the Palmdale City Council on June 2, 2020 included three impediments to fair housing choice in the 2020-2024 Fair Housing Plan. During the 2021-2022 program year, the City of Palmdale Department of Neighborhood Services and the Housing Rights Center affirmatively furthered fair housing choice through the implementation of recommendations contained within the Fair Housing Plan.

Impediment No. 1: Discrimination against Persons With Disabilities

The AI revealed that physical and mental disability fair housing discrimination complaints are the most common basis for fair housing discrimination complaints in Palmdale. To address the lack of understanding and sensitivity to the fair housing needs of physically and mentally disabled people, the City contracted with Housing Rights Center to provide virtual workshops in Palmdale and throughout the region that were geared toward disabled housing issues including reasonable accommodation and emphasizing that landlords may not refuse to rent on the basis of disability or any arbitrary factor. These workshops specifically addressed the housing needs and rights of persons with disabilities by expanding the base of knowledge concerning specific types of housing discrimination against the mentally and physically disabled.

Impediment No. 2: Lack of Awareness of Fair Housing Laws

The AI confirmed that there continues to be a lack of knowledge of fair housing rights and responsibilities among Palmdale residents and housing providers. Data supplied by the Housing Rights Center indicated that the number of fair housing discrimination complaints in Palmdale remained steady for the fiscal years ending June 30, 2014 and for the period from 2015-2019 with an average of 29 complaints per year. As a result, the Fair Housing Plan within the AI recommended enhanced outreach efforts to real estate professionals with fair housing questions or concerns in Palmdale and the region, as well as continuation of existing City efforts to increase participation in fair housing education workshops for prospective homebuyers, renters, and providers of housing such as multifamily management companies, independent landlords and real estate agents or brokers.

During the 2021-2022 program year, the City contracted with Housing Rights Center to provide virtual workshops in Palmdale and throughout the region and worked with Housing Rights Center to expand community participation including outreach efforts regarding fair housing workshops to renters and property managers/owners to make them aware that these workshops are available at no charge. Outreach events included an online workshop for landlords and tenants,

as well as daily assistance for tenants and landlords impacted by COVID-19 pandemic. The Housing Rights Center displayed literature at the Public Library and other high traffic areas of the City, including the Department of Neighborhood Services building and the office for the Community Programs Divisions, as well as posting an array of items on the City's website for ease of access during the pandemic. Fair Housing public service announcements were also played throughout the year several times a month on the City's public access channel and frequent postings on the Housing Rights Center Facebook and Twitter pages.

Impediment No. 3: Race/Ethnic Relations

Race/ethnic relations may contribute to bias or stereotypes that have an impact on Fair Housing Choice. Fair housing complaint data from 2006-2009 indicated that race/ethnicity was the second-leading cause of housing discrimination in the City. Between 2008-2012 there were between six and 17 hate crimes per year reported to the Federal Bureau of Investigation (FBI) between 2016-2020 the FBI reported a total of 14 hate crimes during that period. Of those 14, 12 of those hate crimes were on the basis of race, ethnicity, or ancestry and two were on the basis of religion.

The AI recommended that the City, in partnership with community nonprofits, fair housing organizations, other government agencies and special districts, provide public information programs disseminating information on fair housing laws, inclusion and diversity.

Outreach and education efforts include developing and distributing written materials and public service announcements that describe the applicable laws that protect against housing discrimination and ways to prevent housing injustices. These materials are provided for distribution at fair housing workshops for residents, apartment owners, and property managers, at fair housing information booths at local community events, available at City offices, provided to local agencies, and included in information provided as part of the Partners Against Crime (PAC) crime free multi-family housing certification process. Activities were postponed during this program year due to COVID-19 Pandemic.

For the past 22 years, the City of Palmdale has been a supporter of the Antelope Valley International Heritage Festival, which was renamed to the Antelope Valley International Multicultural Festival. The festival helps foster mutual understanding among the diverse cultural, racial, and religious groups in the Antelope Valley. The 2019 Festival was held on Saturday, September 15, 2019 at Poncitlan Square in Palmdale. The 2020, and 2021 Festival was cancelled due to COVID-19 Pandemic.

City staff has conducted other outreach efforts in the community to be supportive of organizations and programs fostering tolerance or race relations. The City is also in its fifteenth year conducting its Partners Academy, an eight-week course that educates residents on all aspects of city operations from public safety, finance, economic development, and community relations. Residents have the opportunity over the course of two nights to speak to the Mayor

and City Manager on any topic of interest or concern, which would include any concerns about race relations or conflict in the community. To date 275 residents have completed the program. The 2020 program was postponed due to COVID-19 Pandemic.

The Los Angeles County Sheriff's Department is leading several efforts to bridge Sheriff and community relations. The S.H.A.R.E. Tolerance program has been created to educate members of the community, particularly our youth, regarding the dangers of hate and intolerance. It was conceived and developed by deputy sheriffs who care about the problem and wanted to do something effective about it. Utilizing a custom-built mobile theater, uniformed deputies show a 35-minute documentary film about hate crimes to groups of up to 24 people at a time. Afterwards, the deputies facilitate a 60-to-90-minute discussion about the film, the issues it presents, and the challenges of combating hate and intolerance. This program was implemented in the Antelope Valley and regularly makes presentations at area high schools. This program was postponed due to COVID-19 Pandemic.

Additionally, in March 2012 the Palmdale Station Captain created a Community Advisory Committee to foster stronger relationships between the community and the Sheriff's Department. The committee is made up of members of the community who represent various racial and ethnic demographics, faith-based organizations, and community organizations and continued to serve as a sounding board to the Captain on issues of concern to the community. This program was postponed due to COVID-19 Pandemic.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

To ensure that CDBG, HOME, and CDBG-CV funds were used efficiently and in compliance with applicable regulations, the City provided technical assistance to all subrecipients at the beginning of the program year. On-site monitoring was postponed due to the COVID-19 pandemic. The City has been working with the compliance staff for each subrecipient to conduct internal monitoring and provide virtual technical assistance.

Technical Assistance

To enhance compliance with federal program regulations, the Department of Administrative Services made technical assistance available to prospective applicants for any CDBG or HOME Notice of Funding Availability (NOFA) upon request to review the Strategic Plan goals, program requirements, and available resources with potential applicants. Technical assistance was provided to six prospective applicants. Additionally, technical assistance was provided during the implementation of CDBG, HOME, and CDBG-CV funded projects to ensure that appropriate resources are provided in furtherance of compliance with the program regulations.

Activity Monitoring

All activities were monitored, beginning with a detailed review upon receipt of the application to determine eligibility, conformance with a National Objective, and conformance with a Strategic Plan goal. This review also examined the proposed use of funds, eligibility of the service area, eligibility of the intended beneficiaries, and likelihood of compliance with other federal requirements such as the National Environmental Policy Act, the System for Award Management (SAM) debarment list, prevailing wage, Minority and Women Business Enterprise, Section 3 and federal acquisition and relocation regulations, as applicable.

Subrecipients submitted an audit and other documentation to establish their capacity, and any findings noted in the audit are reviewed. Subsequent to entering into a written agreement, staff and consultants performed periodic desk monitoring including ongoing review of required performance reports and documentation to substantiate CDBG and HOME expenditures. For the CDBG public service activity implemented by South Antelope Valley Emergency Services, an on-site monitoring was postponed due to the COVID-19 Pandemic. The 2018-2019 monitoring visit had no findings.

For Juniper Grove Affordable Housing project monitoring of Davis-Bacon, Minority and Women's Business Enterprise (MBE/WBE) and Section 3 requirements will be conducted through an MOU with the Los Angeles County Development Authority, and monitored by LDM Associates, Inc. LDM

Associates, Inc. will also resume monitoring of CDBG Capital Projects to determine the adequacy of implementation by the Department of Public Works and its consultants. For HOME funded activities, annual monitoring of tenant files is in process to ensure that for renter occupied units, household income, rents and utility allowances are in compliance with applicable limits pursuant to the affordability covenant.

Subsequent to entering into a written agreement, staff and consultants performed periodic desk monitoring including ongoing review of required documentation to substantiate CDBG-CV expenditures.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

In accordance with the City's adopted Citizen Participation Plan, a public notice was published in the Antelope Valley Press in English and in Spanish on August 23, 2022 notifying the public of the availability of the Consolidated Annual Performance and Evaluation Report for a 15-day public review and comment period. A copy of the public notices is included in Appendix A.

The draft CAPER was available on the City website and at the following locations:

City Hall: Administration Building
38300 Sierra Hwy
Palmdale, California 93550

Department of Neighborhood Services, Housing Division
38250 Sierra Highway, 2nd Floor
Palmdale, California 93550

Palmdale Public Library
700 East Palmdale Blvd.
Palmdale, California 93550

A public hearing was conducted before the City Council on Wednesday, September 7, 2022 to solicit comments from residents and interested parties. In compliance with Public Health Orders limiting public gatherings for public health reasons the public hearing was conducted both in-person and virtually, in compliance with the Flexibilities and Waivers Granted by the CARES Act and Mega Waiver and Guidance posted on June 22, 2020. A summary of any written or oral comments received during the public hearing is included in Appendix B.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

On March 4, 2020, the Los Angeles County Board of Supervisors and the Department of Public Health declared a local and public health emergency in response to the increased spread of coronavirus across the country. On March 11, 2020, the City of Palmdale started a phased mitigation approach to delay the spread of the virus, including postponing or canceling all non-essential activities. On March 17, 2020, the City of Palmdale (City) declared a State of Emergency in the City of Palmdale in response to the increasing threat of Coronavirus (COVID-19) throughout Los Angeles County, the state and the country. At the time of this writing, the emergency orders remain in Place in Palmdale. A majority of non-essential activities continue to be postponed or heavily impacted due to COVID-19 pandemic.

The City approved a substantial amendment to the 2019 Action Plan on June 2, 2020 for the first tranche of CDBG-CV resources ($935,276) and on February 2, 2021 for the second tranche of CDBG-CV resources (997,619). The City began planning for CDBG-CV funded activities at the end of the FY2020-2021 program year, and launched the programs at the beginning of FY2020-2021 program year to prepare for, respond to, and prevent Coronavirus. The programs continued through the FY 2021-2022 program year.

Combined, the CDBG and CDBG-CV funds are making a significant impact on strategies to address the high priority needs identified in the community. As shown in Figure 1 in section CR-05 of this document, CDBG and CDBG-CV funds are contributing to all the Strategic Plan goals including Fair Housing Services, Homelessness Prevention and Assistance, Public Facilities and Infrastructure Improvements, Economic Opportunity, Affordable Housing, COVID-19 Response, and Planning and Administration.

Fair Housing Services

The Fair Housing Services activity provided $36,782 to Housing Rights Center for the provision of fair housing outreach, education and enforcement activities, including landlord-tenant matters. During the program year, this activity was below its service goal of 300 people, serving 337 people. In response to the COVID-19 pandemic, Housing Rights Center switched their entire operation to a virtual platform. This format has made fair housing services more accessible.

Homelessness Prevention and Assistance

To support a continuum of services in the Antelope Valley to prevent and eliminate homelessness including but not limited to emergency services, homeless prevention programs, case management and transitional housing, the City's South Antelope Valley

Emergency Services program served 178,625 persons within the residential low-moderate areas within the City of Palmdale. In March, 2020 the County Department of Public Health issued a State of Emergency and ordered all non-essential business to close due to the COVID-19 Pandemic. On March 16, 2020 SAVES adopted the Covid-19 National Emergency model to become an emergency-only food distribution center. SAVES re-designed from client-choice to a no-contact drive-thru. SAVES also coordinated with local churches and community group volunteers to deliver emergency food to shut-in senior residents. During this period, SAVES worked hard to provide food services on an emergency basis to 1) comply with Public Health orders of that period of time; and 2) expand the mission of SAVES to provide emergency services to Palmdale residents impacted by COVID-19 while keeping both staff and the public safe and healthy.

Public Facilities and Infrastructure

To improve City of Palmdale public facilities and infrastructure to benefit low- and moderate-income people or those presumed under HUD regulations to be low- and moderate-income such as elderly people and disabled adults as well as residents of low- and moderate-income housing, the City invested a large portion of its CDBG resources to address this Strategic Plan goal. Two out of the four public facilities and infrastructure activities with measurable accomplishment goals (excludes Section 108 Debt Service) are multi-year projects that remained in progress as of June 30, 2022. Given the nature of the improvements being undertaken, many of these projects require implementation over multiple program years.

Economic Opportunity

In response to COVID-19 Pandemic, the City prioritized economic opportunity activities. During this program year two rounds of funding for the Business Assistance Program was made available to the community. The program provides microenterprise businesses with up to $10,000 in grant funds for reimbursement of eligible expenditures. The program is funded with both entitlement CDBG and CDBG-CV funds. During the program year no microenterprise businesses were assisted.

Affordable Housing

To support the goal of affordable housing the City is using CDBG funds to assist with site assemblance on the Juniper Grove Affordable Apartment project.

In response to COVID-19 Pandemic, the City provided mortgage assistance program to economically impacted low- and moderate-income households. The program provides up to $6,000 for up to 6 consecutive months of mortgage assistance. During this program year 3 eligible households were assisted. The City has also programmed CDBG funds for an emergency rental assistance and anticipates implementing the program in the 2021-

2022 program year. During this program year, households were assisted through the emergency TBRA rental assistance program or encouraged to apply for the California State COVID Rent Relief Program.

COVID-19 Response

The City has worked tirelessly to prepare for, respond to, and prevent Coronavirus. The CDBG-CV funds have made a significant impact in these efforts. As detailed above, CDBG-CV funds have been used to support microenterprise businesses, households economically impacted by COVID-19, and to support the expanded homelessness and prevention services available at SAVES.

The 2021-2022 CAPER shows a number of activities in progress, even in the midst of the COVID-19 pandemic. The Q-12 ADA Sidewalk project was delayed due to impact from COVID-19. It is anticipated that the project will be complete near the end of program year 2022-2023. The Spot Blight Acquisition and Demolition activity completed the NEPA Environmental process and received HUD's authority to use grant funds. In 2021-2022 the property was acquired and removal of blight is underway. Should any challenges arise in the implementation of these or other CDBG-funded activities, the City will pro-actively identify additional opportunities to invest CDBG funds to meet Strategic Plan goals.

CR-50 - HOME 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Maintaining HOME-assisted affordable housing is a high priority. During the program year, the City started the process to inspect the tenant files for HOME-assisted properties.

- Whispering Palms – 76 units – Monitoring completed.
- Summer Terrace – 80 units – Inspection and desk monitoring completed.
- Palo Verde Terrace –78 units - Inspection postponed due to COVID-19 Pandemic
- Wright Brothers Court – 156 units – Monitoring in process
- Palmdale Dream Center – 11 units – Inspection and desk monitoring completed.
- Q-2 Duplex – 2 units – Inspection and desk monitoring completed.
- Courson Arts Colony East – 5 units - Monitoring in process

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 92.351(b)

Each of the HOME-assisted properties with five or more units maintains an Affirmative Fair Housing Marketing Plan. During annual monitoring, the annual Affirmative Fair Housing Marketing Report is typically reviewed to ensure compliance with HUD requirements to affirmatively further fair housing choice. Each of the HOME-assisted properties with monitoring completd in the current program year were in compliance.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

According to the PR-09 report for the CDBG and HOME program, the City of Palmdale did not receive program income during the 2021 program year.

Describe other actions taken to foster and maintain affordable housing. 91.220(k)

In the implementation of the 2021-2022 Action Plan, the City invested HOME funds to preserve and maintain affordable housing by partnering with development partners and nonprofit service providers to support the development of new rental housing units and to provide rental assistance. CDBG funds were invested in infrastructure and other public facilities improvements projects necessary to provide suitable infrastructure and neighborhood amenities to support the creation of decent affordable housing.

CITY OF PALMDALE

2021/2022

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

JULY 1, 2021 THROUGH JUNE 30, 2022

APPENDIX A

Public Notices

(to be submitted to HUD)

CITY OF PALMDALE
NOTICE OF PUBLIC REVIEW AND PUBLIC HEARING
DRAFT CONSOLIDATED ANNUAL PERFORMANCE EVALUATION REPORT (CAPER)
FOR FISCAL YEAR 2021-2022

Pursuant to the United States Department of Housing and Urban Development (HUD) regulations, the City of Palmdale has prepared the draft Consolidated Annual Performance Evaluation Report (CAPER) for the Fiscal Year 2021-2022 Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME). The CAPER provides an assessment of the City's performance in meeting Fiscal Year 2021-2022 housing and community development goals as outlined in the previously adopted Fiscal Year 2021-2022 One Year Action Plan (as amended). Additionally, the CAPER discusses changes the City anticipates making in the upcoming year as a result of the assessment of Fiscal Year 2021-2022 annual performance.

In compliance with the City's approved Citizen Participation Plan and the Consolidated Plan implementing regulation 24 CFR 91.105, this notice is given to invite public review and comment of the City of Palmdale's Draft 2021-2022 CAPER. This document can be reviewed at the following locations:

- City of Palmdale Department of Neighborhood Services, 38250 Sierra Highway, (661) 267-5126. 7:30 a.m. to 6:00 p.m. (Monday-Thursday)
- City of Palmdale Public Library, 700 East Palmdale Blvd. (661) 267-5600 10:00 a.m. to 8:00 p.m. (Monday-Thursday); 10:00 a.m. to 5:00 p.m. (Friday-Saturday); 1:00 p.m. to 5:00 p.m. (Sunday)
- City of Palmdale Administration Building, 38300 Sierra Highway (661) 267-5100 7:30 a.m. to 6:00 p.m. (Monday-Thursday)
- www.cityofpalmdale.org

The CAPER draft will be available for public review from August 23, 2022 to September 7, 2022. Individuals wishing to express their views concerning the above-referenced document may provide written comments to the City on or before 5:00 p.m. on September 7, 2022 to the City of Palmdale, Neighborhood Services Department, 38250 Sierra Highway, Palmdale, CA 93550.

The City Council will hold a public hearing on September 7, 2022, at 7:00 p.m. at City Council Chambers, 38300 Sierra Highway, Palmdale, California. For more information, please call Yvonne Moreno of the Neighborhood Services Department at (661) 267-5126.

Verbal comments may be submitted via Zoom meeting technology. Live public comment will be available via telephone. The call-in number and Meeting ID will be provided in the published September 7, 2022 meeting agenda during the Public Hearing.

It is the objective of the City to comply with Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA) of 1990 and the ADA Amendment Act of 2008, the Fair Housing Act, the Architectural Barriers Act, and the City's adopted Limited English Proficiency Plan (LEP) in all respects. If you require public documents in an accessible format, the City will make reasonable efforts to accommodate your request. If you require a reasonable accommodation to attend or participate in a hearing or meeting, including auxiliary aids or translation services, please contact the City Clerk's Office at least 48 hours prior to the meeting at (661) 267-5151.

Shanae S. Smith
City Clerk

AYUNTAMIENTO DE LA CIUDAD DE PALMDALE
AVISO DE REVISIÓN Y AUDIENCIA PÚBLICAS
BORRADOR DEL REPORTE DE LA EVALUACIÓN DEL RENDIMIENTO Y DESEMPEÑO ANUALCONSOLIDADO (CAPER) PARA EL AÑO FISCAL 2021-2022

En conformidad con los reglamentos del Departamento de Vivienda y Desarrollo Urbano de los Estados Unidos (HUD), el Ayuntamiento de la Ciudad de Palmdale ha preparado el borrador del Reporte de la Evaluación del Rendimiento y Desempeño Anual Consolidado (CAPER, por sus siglas en inglés) del Programa de Subsidios Globales para el Desarrollo Comunitario (CDBG, por sus siglas en inglés) y del Programa de Asociación para Inversiones en Vivienda HOME del Año Fiscal 2021-2022. El CAPER proporciona una evaluación del desempeño y rendimiento del Ayuntamiento de las metas establecidas para la vivienda y desarrollo comunitario durante el Año Fiscal 2021-2022 tal y como se delineó en el Plan de Desempeño Anual 2021-2022 previamente adoptado y tal como se haya enmendado. Además, el reporte a su vez expone cambios que el Ayuntamiento anticipa llevar a cabo durante los subsecuentes años debido al resultado de la evaluación del rendimiento anual del Año Fiscal 2021-2022.

Conforme al Plan de Participación Ciudadana aprobado y con la regla de implementación del Plan Consolidado 24 CFR 91.105, por medio de este aviso se invita al público a la revisión pública y comentarios del Borrador del CAPER 2021-2022 del Ayuntamiento de la Ciudad de Palmdale. Dicho documento puede ser revisado en los siguientes lugares:

- Ayuntamiento de la Ciudad de Palmdale, Departamento de Servicios para Vecindarios, 38250 Sierra Highway, (661) 267-5126
  7:30 A.M. a 6:00 P.M. (Lunes-Jueves)
- Biblioteca Pública de la Ciudad de Palmdale, 700 East Palmdale Blvd. (661) 267-5600
  10:00 A.M. a 8:00 P.M. (Lunes-Jueves); 10:00 A.M. a 5:00 P.M. (Viernes-Sábado);
  1:00 P.M. a 5:00 P.M. (Domingo)
- Ayuntamiento de la Ciudad de Palmdale, Edificio Administración, 38300 Sierra Highway (661) 267-5100
  7:30 A.M. a 6:00 P.M. (Lunes-Jueves)
- www.cityofpalmdale.org

El borrador del CAPER estará disponible para revisión pública a partir del 23 de agosto de 2022 al 7 de septiembre de 2022. Los individuos que deseen expresar sus puntos de vista sobre el documento mencionado anteriormente pueden enviar comentarios por escrito al Ayuntamiento de la ciudad antes de las 5:00 P.M. el 7 de septiembre de 2022 al Ayuntamiento de la Ciudad de Palmdale, Departamento de Servicios para Vecindarios, 38250 Sierra Highway, Palmdale, CA 93550.

El Concejo Municipal del Ayuntamiento celebrará la audiencia pública el 7 de septiembre de 2022 a las 7:00 P.M. en la Cámara del Concejo Municipal del Ayuntamiento, 38300 Sierra Highway, Palmdale, California. Para obtener mayor información, comuníquese con Yvonne Moreno del Departamento de Servicios para Vecindarios al (661) 267-5126.

Los comentarios verbales se pueden enviar a través de la aplicación de reuniones Zoom. Los comentarios públicos en vivo estarán disponibles por teléfono. El número para llamar y la identificación de la reunión se proporcionarán en la agenda de la reunión publicada el 7 de septiembre del 2022 durante la reunión del comité de la ciudad.

El Ayuntamiento tiene como objetivo cumplir en todos sus aspectos con respecto a la Sección 504 de la Ley de Rehabilitación de 1973, tal y como se enmendó, la Ley de Americanos con Discapacidades (ADA) de 1990 y la Ley de Enmienda a ADA del 2008, la Ley de Vivienda Justa, y la Ley de Barreras Arquitectónicas, y al Plan de Dominio del Idioma Inglés adoptado por el Ayuntamiento (LEP, por sus siglas en inglés). Si usted necesita documentos públicos en un formato accesible, el Ayuntamiento hará lo posible dentro de lo razonable para dar cabida a su petición. Si usted requiere acomodo especial para asistir o participar en una audiencia o junta, incluyendo aparatos auxiliares o servicios, por favor comuníquese a la Oficina del Secretario Municipal por lo menos 48 horas antes de la junta al (661) 267-5151.

Shanae S. Smith
Secretario Municipal

CITY OF PALMDALE

2021/2022

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

JULY 1, 2021 THROUGH JUNE 30, 2022

APPENDIX B

Summary of Citizen Participation Comments

Summary of Public Comments

Palmdale City Council Meeting
Public Hearing
September 7, 2022

Comments

Pending Public Hearing

CITY OF PALMDALE

2021/2022

CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT

JULY 1, 2021 THROUGH JUNE 30, 2022

APPENDIX C

IDIS Reports

(to be submitted to HUD)

City Council Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OFFICE OF THE CITY MANAGER**
CITY CLERK DIVISION

DISTRICT: **All**

SUBJECT: **APPROVE APPOINTMENT TO FILL A VACANCY ON THE MOBILE HOME PARK RENTAL REVIEW BOARD**

ISSUE

Approve an appointment to fill a vacancy on the Mobile Home Park Rental Review Board.

RECOMMENDATION

Pursuant to the Palmdale Municipal Code Section 2.080.030 staff recommends the following:

1. Approve the appointment of one of the following individuals to fill a vacancy on the Mobile Home Park Rental Review Board for the remainder of a two-year term to expire on June 30, 2023.

1. Michael Friedlander
2. Paz Elizabeth Cabrera

BACKGROUND

The Mobile Home Park Rental Review Board ("Board") consists of five (5) members. No member of the Board shall be a resident or owner of a mobile home park or an employee of a park owner; and no member shall have a financial interest (as defined by state law) in any mobile home or mobile home park, or have a parent, child, spouse or sibling with any such financial interest. Prior to his/her appointment to the Board, each member shall file a declaration to this effect with the City Clerk. As defined in Palmdale Municipal Code Section 5.44.030, Board members must have an ability to attend meetings, and have a basic knowledge of the guidelines of the Mobile Home Space Rent Control, Section 5.44 of the Palmdale Municipal Code. Applicants should also possess a fundamental knowledge of business accounting (receivables, depreciation, capital expenditures, profit, and loss statements, etc.).

All members shall be residents of the City. All members of the Board serve at the pleasure of the City Council, and any member may be removed, with or without cause, by a majority vote of the City Council. Board members serve a two-year term.

DISCUSSION

The City Clerk's office was notified that Joan Ferry Scott would not be seeking reappointment. Due to the resignation, staff conducted a recruitment to fill the vacancy and advertised for the position in the A.V. Press Classified ads. The job posting, including the duties and responsibilities were published on the City's website. There were four (4) applications received, however, only two met the qualifications.

Although the annual meetings are held in February each year, the vacancy must be filled in the event a special board meeting is called.

FISCAL IMPACT

Board members receive $100 per meeting and the Chair receives $150 per meeting. Approximately $2,500.00 was needed for advertising of this position. Funds are budgeted and available in Account No. 10112001-722310.

STRATEGIC PLAN

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

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

Prepared by:	Rochelle Scott, Deputy City Clerk
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

None

City Council Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **OFFICE OF THE CITY MANAGER**
CITY CLERK DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE APPOINTMENT TO THE PALMDALE AEROSPACE ACADEMY**

ISSUE

Discussion and direction regarding the appointment to The Palmdale Aerospace Academy Board of Directors.

RECOMMENDATION

Pursuant to Palmdale Municipal Code Section 2.080.030, the City Council is to approve nomination for appointment to The Palmdale Aerospace Academy Board of Directors and the appointment is then ratified by The Palmdale Aerospace Academy, pursuant to their By-laws. The City Council may, by majority vote take one of the following actions:

1. Approve appointment of one of the following individuals to serve as Board of Director for a new three (3) year term to expire on July 31, 2025.

1. David F. Lujan
2. Leslie Vickers

2. Direct City Clerk to open a new recruitment to fill the vacancy.

BACKGROUND

According to The Palmdale Aerospace Academy ("TPAA") Bylaws, Article 3 Directors, Section 3.3, the City shall designate three (3) Directors to serve on the Board of Directors. According to Section 3.3 (b), "All Directors of the Corporation shall serve a term of three (3) years expiring on July 31st of the third year of office and shall hold office until the expiration of the term, for which selected and until a successor has been duly designated, or until that Director's earlier resignation or removal in accordance with these Bylaws and the California Nonprofit Corporation Law."

DISCUSSION

At the July 13, 2022, City Council meeting, Council appointed Sofia Avalos to The Palmdale Aerospace Academy Board of Directors. Ms. Avalos declined the appointment. The city's current delegate Mr. John Porter has agreed to serve until a successor is duly designated as per TPAA by-laws. Pursuant to Section 3.4. of the By-laws, Vacancies, Section (a), vacancies shall be filled as followed:

- A vacancy on the Board shall be deemed to exist at the occurrence of any of the following: (i) the death, resignation, or removal of any Director. Directors are designated by the Mayor and City Council and later ratified by TPAA Board of Directors."

The applications presented were received during an open recruitment conducted by the City Clerk's office, in conjunction with the Human Resources Department. The application, Director's duties and responsibilities were made available on the NEOGOV website at https://www.governmentjobs.com/careers/palmdale, and a Classified Ad was placed in the Antelope Valley Press. Directors provide an invaluable service to the Academy and represent a variety of backgrounds and many levels of expertise to the Board. The Board values diversity and expertise in curriculum, instruction, assessment, finance, business management, special education, law, facilities, and governance.

The two (2) applications attached are the remaining qualified candidates. The City Clerk provided Mayor and City Council with the applications package to consider approval of one (1) qualified applicant. The table below identifies each applicant by District as requested by the Council:

David F. Lujan	District 1
Leslie Vickers	District 5

Attached is a copy of TPAA Board of Director's Duties and Responsibilities, as well as the By-laws. Both outlining the requirements of a Board Director.

TPAA meetings are generally held on the 2nd and 4th Monday every month at 5:00 p.m., at the Palmdale Aerospace Academy, located at 3300 East Palmdale Boulevard, Palmdale, California.

FISCAL IMPACT

Approximately $3,400 was needed for advertising the position paid out of Account # 10112001-722310.

STRATEGIC PLAN

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

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

Prepared by:	Roxanne Faber, Deputy City Clerk
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. The Palmdale Aerospace Academy's Board of Directors Duties and Responsibilities
2. By-laws

3300 East Palmdale Blvd.
Palmdale, CA 93550
(661) 273-3680
www.tpaa.org

Board of Directors Duties and Responsibilities

Board Directors for the Palmdale Aerospace Academy provide an invaluable service to the Academy. TPAA's Directors come from a variety of backgrounds and bring many levels of expertise to their work on the Board. The Board values diversity and looks for expertise in curriculum, instruction, assessment, finance, business management, special education, law, facilities, and governance.

All Board Directors serve in the following ways:

- Consistently attend regular Board of Directors meetings
- Participate in fund-raising activities in a manner appropriate for that Board Director
- Participate in the annual Board planning meeting
- Prepare in advance before regular Board meetings by reading and studying materials sent in advance regarding key actions the Board is expected to take at the next meeting

Members of the Board of Directors may also attend special events and participate in professional development activities, as appropriate.

In accordance with The Palmdale Aerospace Academy, Inc.'s approved Bylaws, all Board Directors shall:

- Act in good faith in what they believe to the in the best interests of the organization
- Act with care, including reasonable inquiry, as an ordinarily prudent person would use in similar circumstances
- Act as a member of the group, and as a group:
    - Exercise fiduciary role to ensure that the organization is properly managed but not manage the organization
    - Validate information from the Executive Director/Superintendent
    - Maintain corporate status; ensure that proper paperwork is submitted to governmental agencies
    - Approve the annual budget
    - Review periodic financial reports
    - Ensure proper internal controls are in place
    - Establish a mission and program direction for the organization
    - Review and evaluate program plan and progress
    - Set policy
    - Elect officers
    - Hire Executive Director/Superintendent and review performance of same
    - Establish fundraising goals and participate in fundraising efforts
    - Oversee maintenance of minutes, attendance records, and deal with Board Directors who have lapsed in responsibilities

BYLAWS

of

THE PALMDALE AEROSPACE ACADEMY, INC.,

a California Nonprofit Public Benefit Corporation

ARTICLE 1. OFFICES

Section 1.1. Principal Office The principal office of The Palmdale Aerospace Academy, Inc. (the "Corporation") is hereby fixed and located at 38060 20th Street East, Palmdale, CA 93550. The board of directors of the Corporation (the "Board") shall have the full power and authority to change the principal office from one location to another, and such location may be at any place where the Corporation is qualified to conduct its activities. The Secretary shall note any change of location of the principal office.

Section 1.2. Other Offices. Branch or subordinate offices may be established at any time by the Board at any place or places where the Corporation is qualified to conduct its activities.

ARTICLE 2. MEMBERSHIP

Section 2.1. Members. The Corporation shall have no members within the meaning of Section 5056 of the California Nonprofit Corporation Law. Any action that would otherwise require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise vest in the members shall vest in the Board.

Section 2.2. Associates. Nothing in this Article 2 shall limit the right of the Corporation to refer to persons associated with it as "members" even though such persons are not members, and no such reference shall constitute anyone a member, within the meaning of Section 5056 of the California Nonprofit Corporation Law. The Board may adopt policies and procedures for the admission of associate members or other designated members who shall have no voting rights in the Corporation, and such associate or other members shall not be "members" of the Corporation as defined in Section 5056 of the California Nonprofit Corporation Law. The Corporation may confer some or all of the rights of a member, as set forth in the California Nonprofit Corporation Law, upon any person or persons who do not have the right to vote for or regarding (i) the election of Directors, (ii) a disposition of all or substantially all of the assets of the Corporation, (iii) a merger or dissolution of the Corporation, (iv) changes to the Corporation's Articles of Incorporation or Bylaws, or (v) the selection of delegates who possess any of the preceding voting rights, but no such person shall be a member within the meaning of Section 5056 of the California Nonprofit Corporation Law.

ARTICLE 3. DIRECTORS

Section 3.1. Powers. Subject to provisions of the California Nonprofit Public Benefit Corporation Law and any other applicable laws and any limitations of the Articles of Incorporation and these Bylaws, the activities and affairs of the Corporation shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the activities of the Corporation to any person or persons, a management company or Committees however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the

ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws:

(a) to select, remove, and supervise all the officers, agents and employees of the Corporation, prescribe qualifications, powers, and duties for them that are not inconsistent with law, the Articles of Incorporation or these Bylaws, fix their compensation, and require from them security or otherwise provide for faithful service;

(b) to conduct, manage and control the affairs and activities of the Corporation and to make such rules and regulations therefor not inconsistent with law, the Articles of Incorporation or these Bylaws, as they may deem best;

(c) to adopt, make and use a corporate seal and alter the form of the seal;

(d) to borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities therefor; and

(e) seek out and actively pursue outside resources and funding for the purposes of improving, maintaining or expanding the services provided by the Corporation.

Section 3.2. Number of Directors. There shall be no more than twelve (12) directors of the Board. As per section 3.3 there shall be nine (9) positions filled by the original designating agencies. The Board reserves the right to fill and designate an additional three (3) "at large" directors at its discretion without further notice except as provided by Government Code 54950 et. seq.

Section 3.3. Selection and Term of Office.

(a) Designation of Directors. The directors of the Board (the "Directors") shall be selected in the following manner: the Palmdale School District shall designate three (3) Directors, the City of Palmdale shall designate three (3) Directors, and the AERO Institute shall designate one (1) Director. By a majority vote of the Directors present and voting at the annual meeting of the Board, provided that a quorum is present, the Board shall elect one (1) Director employed in or with experience in the private sector in a field related to the areas of study emphasized at the Academy (as defined herein) (the "Private Sector Director"). The final Director shall be selected by the parent association (or the parent-teacher association, or the parent-teacher-student association, as applicable) of the Academy, subject to the approval of the Board (the "Parent Director"). The Board, or any committee of the Board so authorized, shall administer and oversee the appointment or approval, as applicable, of the Private Sector Director and the Parent Director to the Board.

(b) Term of Office. All Directors of the Corporation shall serve a term of three (3) years, expiring on July 31 of the third year of office, and shall hold office until the expiration of the term for which selected and until a successor has been duly designated, or until that Director's earlier resignation or removal in accordance with these Bylaws and the California Nonprofit Corporation Law.

The terms of the Directors shall be staggered, with the intention that only one-

third (1/3) of the directors of the Board shall be selected each year to replace the one-third (1/3) of the Directors whose terms shall expire each year. The Directors in the first election group shall have their initial term as Director reduced to only one (1) year, and such Directors shall include one (1) Director designated by the Palmdale School District, one (1) Director designated by the City of Palmdale, and the Parent Director. The Directors in the second election group shall have their initial term as Director reduced to only two (2) years, and such Directors shall include one (1) Director designated by the Palmdale School District, one (1) Director designated by the City of Palmdale, and the Director designated by the AERO Institute. The Directors in the third election group shall have their initial term remain as three (3) years, and shall include one (1) Director designated by the Palmdale School District, one (1) Director designated by the City of Palmdale, and the Private Sector Director. With respect to the initial Directors appointed by them, each of the Palmdale School District and the City of Palmdale shall determine which of such initial Directors shall be allocated to each election group. If these Bylaws are amended to alter the number of Directors comprising the Board, any increase or decrease in such number shall be apportioned among the election groups so as to maintain the number of Directors in each election group as nearly equal as practicable, and any additional Directors elected to fill a vacancy resulting from an increase in any election group shall hold office for a term that shall coincide with the remaining term of that election group.

After the expiration of the initial terms of the Directors in each of the three (3) election groups, all Directors in each election group shall serve terms of three (3) years. No Director shall serve more than two (2) complete, consecutive three-year terms. A Director who has served two (2) such consecutive three-year terms shall be eligible to serve again as a Director after one (1) year has passed since the expiration of such Director's last term of office.

For purposes of this Section 3.3, any Director elected to serve an unexpired term created by an existing vacancy on the Board (provided that the vacancy occurs during, rather than prior to, such term and therefore such Director serves less than three (3) full years during his or her initial term as a Director), or any Director whose initial term as a Director is less than three years as a result of the initial staggering of the terms of Director positions as described in this Section 3.3, shall be eligible to serve two (2) full three-year terms thereafter, regardless of the length of time served in the unexpired term created by such vacancy or in such initial term.

(c) Selection Criteria. When selecting and designating Directors to the Board, each designator shall be mindful of the benefits of the inclusion of Directors with expertise in curriculum, instruction and assessment, finance, business management, special education, law and facilities.

The Parent Director shall be chosen from among the parents of students then enrolled at the Academy. The Parent Director shall not be required to be the parent of a student who will be enrolled at the Academy during the entirety of such Parent Director's three (3) year term, provided, however, that, if at any time during such Parent Director's term, the child of the

Parent Director ceases to be a student then enrolled in the Academy, the Parent Director shall be deemed to have resigned from the Board, creating a vacancy under Section 3.4.

Section 3.4. Vacancies.

(a) Events Causing Vacancies. A vacancy on the Board shall be deemed to exist at the occurrence of any of the following:

(i) the death, resignation or removal of any Director;

(ii) the failure of the applicable designator to designate the number of Directors required to be designated at such time as a vacancy occurs;

(iii) with respect to the Parent Director, the deemed resignation of such Director upon the child of such Parent Director ceasing to be a student then enrolled in the Academy; or

(iv) the increase of the authorized number of Directors.

(b) Removal.

(i) Any Director may be removed, with or without cause, by a vote of a majority of the Directors then in office.

(ii) Any Director shall be removed automatically from the Board without any action required by the Board, if such Director has been declared of unsound mind by a final order of court, or convicted of a felony, or found by a final order or judgment of any court to have breached any duty under Chapter 2, Article 3 of the California Nonprofit Public Benefit Corporation Law.

(iii) No reduction in the authorized number of Directors shall effect a removal of any Director prior to the expiration of such Director's term of office.

(c) Resignations. Any Director may resign, which resignation shall be effective upon giving written notice to the Chairperson of the Board, the President (if any), the Secretary or the Board, unless the notice specifies a later time for the effectiveness of such resignation, provided that, except upon notice to the Attorney General of the State of California, no Director may resign if the Corporation would then be left without a duly-elected Director or Directors in charge of its affairs. If the resignation of a Director is effective at a future time, a successor may be designated before that time, to take office when the resignation becomes effective. In addition, unexcused absence of any Director from four (4) regular Board meetings over a one (1) year period shall be deemed a resignation of such absent Director from the Board, creating a vacancy to be filled as provided in Section 3.4(d). The determination of whether an absence is excused or unexcused shall be made by the Chairperson of the Board.

(d) Filling of Vacancies. Vacancies in the Board shall be filled in the same manner as the vacant position was last filled; that is, either by the same designator as the designator who appointed the Director(s) whose office is vacant, if applicable, or by the Board of Directors, if the Director(s) whose office is vacant was elected by the Board . Each Director so

selected shall hold office until the expiration of the term of the replaced Director and until a successor has been selected and qualified.

Section 3.5. Place of Meeting. Meetings of the Board shall be held at the principal office of the Corporation. The Board may designate that a meeting be held at any place within California that has been designated by resolution of the Board or in the notice of the meeting provided that all meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 3.6. Regular Meetings. Regular meetings of the Board shall be held on the third Monday of each month at 4:15 p.m. local time. The Board shall hold an annual meeting for the purpose of organization, appointment of officers, election of such directors, if any, as are to be elected by the Board in the applicable year, and the transaction of other business. Annual meetings of the Board shall be held without call or notice on the first Wednesday of July of each year at 4:00 p.m. local time; provided, however, that the Board may designate another date or time for the annual meeting in any year. If for any reason the annual meeting is not held on the date scheduled, the term of office for the incumbent directors and officers shall continue until adjournment of the succeeding Board meeting at which such elections take place. Notice of regular and annual meetings is not required if conducted in accordance with these Bylaws. Agendas for each such meeting must be posted seventy-two (72) hours previous to such meeting.

All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 3.7. Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the Chairperson of the Board or by a majority of the Directors, or as otherwise provided by the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Notice of the time and place of special meetings, and the business to be transacted at the meeting, shall be provided to the Directors and to all media who have provided written notice to the Corporation. All notices shall provide such information and be given with at least such notice as is required in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation that is applicable to the type of meeting called.

Section 3.8. Quorum and Action of the Board.

(a) Quorum. A majority of the Directors then in office (excluding non-voting Directors) constitute a quorum of the Board for the transaction of business, except to adjourn as provided in Section 3.11.

(b) Valid Board Actions. Every act or decision done or made by a vote of a majority of the Directors present at a meeting duly held at which a quorum is present shall be

regarded as the act of the Board, unless a greater number be required by law, by the Articles of Incorporation, or by these Bylaws, including, without limitation, acts or decisions relating to (a) approval of contracts or transactions in which a Director has a direct or indirect material financial interest, (b) approval of certain transactions between corporations having common directorships, and (c) creation of and appointments to Committees, and (d) indemnification of Directors. Notwithstanding the foregoing, a meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors from the meeting, if any action taken is approved by at least a majority of the required quorum for such meeting.

Section 3.9. Participation in Meetings by Conference Telephone. Meetings of the Board may be held by teleconference, provided that all Directors participating in the meeting must be able to hear one another. All meetings held by teleconference must comply with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 3.10. Waiver of Notice. Except as otherwise provided in the Ralph M. Brown Act California Government Code Sections 54950, et seq. with respect to waivers of notice of special meetings, notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Director. All such waivers, consents and approvals shall be filed with the corporate records or made a part of the minutes of the meetings. A waiver of notice need not specify the purpose of any regular or special meeting of the Board. Directors can protest a lack of notice only by presenting a written protest to the Secretary either in person, by first-class mail addressed to the Secretary at the principal office of the Corporation as contained on the records of the Corporation as of the date of the protest, or by facsimile addressed to the facsimile number of the Corporation as contained on the records of the Corporation as of the date of the protest.

Section 3.11. Adjournment. A Board meeting may be adjourned in accordance with the provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 3.12. Conduct of Meetings. Meetings of the Board shall be presided over by the Chairperson of the Board, or, in his or her absence, the Treasurer or, in the absence of each of these persons, by a chairperson chosen by a majority of the Directors present at the meeting. The Secretary of the Corporation shall act as secretary of all meetings of the Board, provided that, in his or her absence, the presiding officer shall appoint another person to act as secretary of the meeting.

All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 3.13. Fees and Compensation. Directors shall not receive any compensation for their service as Directors or as members of Committees of the Board; provided, however, that any Director may receive advances or reimbursement of actual reasonable expenses incurred by such Director in carrying out his or her duties as a Director or as

a member of a Committee of the Board, as may be authorized by the Board. This Section 3.13 shall not be construed to preclude any Director from serving the Corporation in any other capacity as an officer, agent, employee or otherwise, and receiving reasonable compensation for those services, as may be authorized by the Board.

Section 3.14. Restrictions on Interested Directors. Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be Interested Persons. An "Interested Person" is (a) any person currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise; (b) any employee or officer of any corporation, or any shareholder holding more than 3 percent of the shares in any corporation, or any partner or employee of any partnership, that has rendered compensated services to the Corporation within the previous 12 months; and (c) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, mother-in-law, father-in-law, daughter-in-law or son-in-law of any person described in clause (a) or (b) above. Any violation of the provisions of this paragraph shall not, however, affect the validity or enforceability of any transaction entered into by the Corporation.

Section 3.15. Rights of Inspection. Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the Corporation.

Section 3.16. Guests of Honor. From time to time the Board, or any Committee so authorized, may place in nomination before the Board the names of individuals for election to life terms as Guests of Honor in recognition of especially meritorious service to the Corporation. The specific requirements and procedures for nomination and election shall be established by the Board, or any Committee so authorized, provided that any Director who has served at least one full term as the Chairperson of the Board or the President (if any) shall be eligible for nomination to the status of Guest of Honor.

Guests of Honor shall receive notice of and be permitted to attend all meetings of the Board and all functions of the Board, unless the Board by resolution has determined that such Guest of Honor shall be excluded from any such meeting, but shall not be deemed Directors and therefore shall not (i) have voting power or any notice rights as a Director, (ii) have any authority to act as a Director, or (iii) be counted for quorum purposes. There shall be no limit to the number of Guests of Honor.

Section 3.17. Non-liability of Directors. The Directors shall not be personally liable for the debts, liabilities or other obligations of the Corporation.

The personal liability (including personal liability to a third party for monetary damages) of any Director for such person's acts or omissions occurring within the scope of the performance of such person's duties as such shall be limited to the fullest extent permitted by law (including Section 5047.5 of the California Nonprofit Corporation Law or Section 5239 of the Nonprofit Public Benefit Law, as applicable). Such Directors shall also have a right to indemnification by the Corporation as and to the extent set forth in Article 9 hereof.

ARTICLE 4. COMMITTEES

Section 4.1. Committees of Directors. The Board may, by resolution adopted by a majority of the Directors then in office, provided that a quorum is present, create one (1) or more committees ("Committees"), each consisting of two (2) or more Directors, and only of Directors, to serve at the pleasure of the Board. Notwithstanding the foregoing, the Corporation shall establish an Audit Committee if required pursuant to Section 7.1 hereof. The Board may designate one (1) or more Directors as alternate members of any Committee, who may replace any absent member at any meeting of the Committee. By a majority vote of the Directors then in office, the Board may, at any time, appoint members or alternate members to any Committee from the Directors, remove with or without cause any member of any Committee, fill any vacancies on any Committee from the Directors and revoke or modify any or all of the authority delegated to any Committee. Any Committee, to the extent provided in the resolution of the Board, shall have all or a portion of the authority of the Board, except with respect to:

(a) the approval of any action that, under the California Nonprofit Public Benefit Corporation Law, would also require approval of all members or approval of a majority of all members, if the Corporation had members;

(b) the filling of vacancies on the Board or on any Committee that has the authority of the Board;

(c) the fixing of compensation of the Directors for serving on the Board or on any Committee;

(d) the amendment or repeal of the Articles of Incorporation or these Bylaws or the adoption of new bylaws of the Corporation;

(e) the amendment or repeal of any resolution of the Board that by its express terms is not so amendable or repealable;

(f) the appointment of Committees of the Board or the members thereof;

(g) the expenditure of corporate funds to support a nominee for Director after there are more people nominated for Director than can be elected; or

(h) the approval of any self-dealing transaction, as defined in the California Nonprofit Public Benefit Corporation Law, except as expressly provided in Section 5233(d)(3) thereof.

Section 4.2. Meetings and Actions of Committees. All meetings of any Committee shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation. The Board shall have the power to prescribe the manner in which proceedings of any Committee shall be conducted. In the absence of any such prescription, each Committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such Committee shall otherwise provide, the regular and special meetings and other actions of any such Committee shall be governed by

the provisions of this Article 4 applicable to meetings and actions of the Board. Each Committee shall keep regular minutes of its meetings, cause them to be filed with the records of the Corporation and report the same to the Board from time to time as the Board may require.

Section 4.3. Advisory Committees. The Board may create one or more advisory committees to serve at the pleasure of the Board, which shall be clearly titled as "advisory" committees. Members of such advisory committees need not, but may, be Directors. The Board shall appoint and discharge advisory committee members. All actions and recommendations of an advisory committee shall require ratification by the Board before being given effect. All meetings of any advisory committee shall be called, held and conducted in accordance with the terms and provisions of the Ralph M. Brown Act California Government Code Sections 54950, et seq., as said chapter may be modified by subsequent legislation.

Section 4.4. Technical Advisory Committee. The Technical Advisory Committee shall be an advisory committee, as described in Section 4.3 above, responsible for (i) monitoring the quality of technical and scientific instruction provided and the curriculum used by the Academy, and (ii) making related recommendations for improvement to the Board. The Technical Advisory Committee shall have a minimum of five (5) members. In addition, the Head of School shall attend the meetings of the Technical Advisory Committee. The chairperson of the Technical Advisory Committee must be a director of the Board.

ARTICLE 5. OFFICERS

Section 5.1. Officers. The officers of the Corporation shall be a Chairperson of the Board, a Secretary and a Treasurer. The Corporation may elect or appoint, in accordance with the provisions of Section 5.3, additional officers, including but not limited to a President, one or more Vice Presidents, one or more Assistant Secretaries, and/or one or more Assistant Treasurers. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as the Chairperson of the Board or the President (if any).

Section 5.2. Election of Officers. The Chairperson of the Board, the Secretary and the Treasurer, unless elected or appointed in accordance with the provisions of Section 5.5, shall be chosen annually by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be appointed.

Section 5.3. Subordinate Officers. The Board may elect, and may empower the Chairperson of the Board or another officer to appoint, such other officers as the business of the Corporation may require, in the discretion of the Board, each of whom shall hold office for such period, have such authority and perform such duties as are provided in these Bylaws or as the Board may from time to time determine. The Board shall approve in advance any employment contract entered into with any such officer.

Section 5.4. Removal and Resignation. Any officer may be removed by the Board at any time (subject to the provisions of any employment contract approved by the Board

pursuant to Section 5.3), either with or without cause and either with or without prior notice, at a regular or special meeting of the Board or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board.

Any officer may resign at any time (subject to the provisions of any employment contract approved by the Board pursuant to Section 5.3) by giving written notice to the Corporation addressed and sent to the Board, the Chairperson of the Board or the Secretary. An officer's resignation shall take effect at the date notice of resignation is received by the addressee or at any later time specified in the notice and, unless otherwise specified in the notice, the acceptance of the resignation shall not be necessary to make it effective.

Section 5.5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis. In the event of a vacancy in any office other than the Chairperson of the Board, such vacancy may be filled by appointment by the Chairperson of the Board, and such officer shall remain in office for sixty (60) days, or until the next regular meeting of the Board, whichever comes first. Thereafter, the office can be filled only by action of the Board.

Section 5.6. Chairperson of the Board. The Chairperson of the Board shall, if present, preside at all meetings of the Board and exercise and perform such other powers and duties as may be from time to time assigned by the Board or prescribed by these Bylaws. If there is no President, then the Chairperson of the Board shall also be the chief executive officer of the Corporation and shall have the powers and duties prescribed in Section 5.7.

Section 5.7. President. Subject to such powers, if any, as may be given by the Board to the Chairperson of the Board, the President, if any, shall be the general manager and chief executive officer of the Corporation and shall have responsibility for, subject to the control of the Board, the general supervision, direction, and control of the business and officers of the Corporation. The President, if any, shall have the general powers and duties of management usually vested in the office of president and general manager of a corporation and such other powers and duties as may be prescribed by the Board.

Section 5.8. Vice Presidents. In the absence or disability of the President, or in the event of his or her inability or refusal to act, the Vice Presidents, if any, in order of their rank as fixed by the Board or, if not ranked, a Vice President designated by the Board, shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice Presidents, if any, shall have such other powers and perform such other duties as from time to time may be prescribed for them respectively by the Board, these Bylaws, the Chairperson of the Board or the President, if any.

Section 5.9. Secretary. The Secretary shall keep, or cause to be kept, minutes of all meetings of the Board and Board Committees. If the Secretary is unable to be present, the secretary or the presiding officer of the meeting shall designate another person to take the minutes of the meeting. Unless otherwise determined by the Board, the Secretary shall keep or cause to be kept, at the principal office of the Corporation or such other place as the Board may order, a book of minutes of all meetings of the Board and its Committees, with the time and

place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present at Board and Committee meetings, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office of the Corporation or such other place as the Board may order, the original or a copy of the Corporation's Articles of Incorporation and Bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and any Committees thereof required by these Bylaws or by law to be given. If the Secretary or other person authorized by the Secretary to give notice fails to act, notice of any meeting may be given by any other Director or officer of the Corporation.

The Secretary shall keep the records of the Corporation and the seal of the Corporation, if one be adopted, in safe custody. The Secretary shall have such other powers and shall perform such other duties as from time to time may be prescribed by the Board.

Section 5.10. Treasurer. The Treasurer shall be deemed to be the chief financial officer of the Corporation. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings and other matters customarily included in financial statements. The books of account shall be open to inspection, at all reasonable times, by any Director or his or her agent or attorney. The Treasurer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board.

The Treasurer shall prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required report. The Treasurer shall also prepare, or cause to be prepared, an annual report that shall be sent by the Board to each Director within one hundred and twenty (120) days after the close of the Corporation's fiscal year, containing the following information in reasonable detail:

(a) the assets and liabilities, including the trust funds, of the Corporation as of the end of the fiscal year;

(b) the principal changes in assets and liabilities, including trust funds, during the fiscal year;

(c) the revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the fiscal year;

(d) the expenses or disbursements of the Corporation for both general and restricted purposes during the fiscal year;

(e) an independent accountants' report or, if none, the certificate of an authorized officer of the Corporation that such statements were prepared without audit from the Corporation's books and records; and

(f) a statement regarding any transaction (i) to which the Corporation, its parent, or its subsidiary was a party, (ii) in which any Director or officer of the Corporation, its parent or its subsidiary, or any holder of more than ten percent (10%) of the voting power of the Corporation, its parent or its subsidiary, had a direct or indirect material financial interest (a mere common directorship shall not be considered such an interest) and (iii) that involved either (A) more than $50,000 or that was one of a number of such transactions with the same interested person involving, in the aggregate, more than $50,000 or (B) any loans, guaranties, indemnifications, or advances aggregating more than $10,000 paid during the fiscal year to any Director or officer of the Corporation under Article 10 of these Bylaws; which statement shall include: (1) a brief description of the transaction; (2) the names of interested persons involved; (3) their relationship to the Corporation; (4) the nature of their interest in the transaction, and; (5) when practicable, the amount of that interest.

The Treasurer shall deposit, or cause to be deposited, all moneys and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board, shall render to the Chairperson of the Board, the President (if any) and the Directors, whenever they request it, an account of all transactions as Treasurer and of the financial condition of the Corporation. The Treasurer shall also have such other powers and perform such other duties as may be prescribed by the Board or these Bylaws.

Section 5.11. Compensation. Neither the Chairman of the Board, nor the Secretary, nor the Treasurer shall receive any compensation for his or her service as such officer; provided, however, that each such officer may receive advances or reimbursement of actual reasonable expenses incurred by him or her in carrying out his or her duties as such officer, as may be authorized by the Board. The compensation of other officers of the Corporation, if any, shall be fixed from time to time by resolution of the Board or established in employment contracts approved by the Board pursuant to Section 5.3. No officer shall be prevented from receiving any compensation pursuant to this Section 5.11 by reason of the fact that he or she is also a Director of the Corporation; provided, however, that such compensation paid to a Director for serving as an officer of the Corporation shall only be allowed if permitted under the provisions of Section 3.14 of these Bylaws. In all cases, any compensation received by officers of the Corporation shall be reasonable and given in return for services actually rendered for the Corporation that relate to the performance of the public benefit purposes of the Corporation.

Section 5.12. Nonliability of Officers. The personal liability (including personal liability to a third party for monetary damages) of any officer for such person's acts or omissions occurring within the scope of the performance of such person's duties as such shall be limited to the fullest extent permitted by law (including Section 5047.5 of the California Nonprofit Corporation Law or Section 5239 of the Nonprofit Public Benefit Law, as applicable). Such officers shall also have a right to indemnification by the Corporation as and to the extent set forth in Article 9 hereof.

ARTICLE 6. HEAD OF SCHOOL

Section 6.1. Appointment. The school operated and maintained by the Corporation pursuant to these Bylaws (the "Academy") shall have a Head of School selected by

the Board. The Head of School shall be an employee of the Corporation and shall receive a compensation package fixed by the Board, and the Board shall ensure that such compensation package be just and reasonable. The Board may extend the Head of School a contract of employment and shall devise and implement a mechanism for periodic (e.g., annual) review of the Head of School's performance. The Head of School shall attend the meetings of the Board.

Section 6.2. Responsibilities. Subject to the authority of the Board, the Head of School shall:

(a) be responsible for supervising and managing the day-to-day business and affairs of the Academy;

(b) be responsible for the hiring, supervision, and termination of employment of school employees and staff, subject to salary guidelines and previous discussion with, and other reasonable requirements as may be set forth by, the Board, if any;

(c) advance the purposes of the Corporation through the Academy, and shall otherwise operate such school in a manner consistent with the policies and plans adopted by the Board, and as directed by the Board;

(d) assist the Board in developing plans for the near- and long-term future of the Academy;

(e) be responsible for prudent budgeting and fiscal management, managing the Academy's operations and property in a fiscally responsible manner; and

(f) be responsible, together with the Board, for fund-raising for the Academy.

The Head of School shall have such other powers and duties as may be prescribed from time to time by the Board or by these Bylaws.

ARTICLE 7. FINANCIAL OVERSIGHT

Section 7.1. Appointment of an Audit Committee. In a fiscal year in which the Corporation's gross revenue is $2,000,000 or more (excluding grants from, and contracts for services with, governmental entities for which the governmental entity requires an accounting of the funds received), the Corporation shall appoint an audit committee (the "Audit Committee").

(a) Members. The Audit Committee may include non-Directors, but it may not include any members of the staff, the Chairman of the Board, the Treasurer, or the President (if any). If the Corporation has a Finance Committee, it shall be separate from the Audit Committee. The Audit Committee may include members of the Finance Committee, but such overlapping Committee members shall constitute less than half of the Audit Committee and the chairperson of the Audit Committee may not be a member of the Finance Committee. Any person who has any material financial interest in any entity doing business with the Corporation may not serve on the Audit Committee. Each member of the Audit Committee shall serve as such until such member's successor shall be appointed by the Board. In the event that any member of the Audit Committee shall resign or cease to be a Director of the Corporation, the vacancy thus caused shall be filled by the Board.

(b) Duties of the Audit Committee. Subject to the supervision of the Board, the Audit Committee shall exercise the following powers, responsibilities, and duties:

(i) make recommendations to the Board regarding the appointment, retention, and termination of the independent auditor for the Corporation;

(ii) negotiate the auditor's compensation on behalf of the Board;

(iii) confer with the auditor to satisfy the members of the Audit Committee that the financial affairs of the Corporation are in order;

(iv) review the audit and decide whether to recommend acceptance of it to the Board; and

(v) approve non-audit services by the auditor and ensure that such services conform to the applicable independent standards.

(c) Compensation. No member of the Audit Committee shall receive compensation for serving on the Audit Committee. An Audit Committee member may be reimbursed for reasonable expenses incurred in attending such meetings.

(d) Quorum, Meetings of the Audit Committee, Records of the Audit Committee. Determinations of quorum, procedures for meetings, and records of the Audit Committee shall be in accordance with the provisions of Section 4.2.

(e) Control by the Board. The Audit Committee shall be subject at all times to the control of the Board, which shall have the power to revise or alter any action taken by the Audit Committee; provided, however, that no rights of third parties shall be affected thereby.

Section 7.2. Financial Statements Must Be Made Available. If the Corporation prepares an audited financial statement, such audited financial statement shall be made available for inspection by the California Attorney General and by all members of the public no later than nine months after the close of the relevant fiscal year in the same manner as the Corporation's Internal Revenue Service Form 990. Each annual financial statement shall be made available to the public for three years.

ARTICLE 8. OTHER PROVISIONS

Section 8.1. Execution of Documents; Contracts. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the Corporation and any other person, when signed by the Chairman of the Board, the President (if any), or any Vice President (if any) shall be valid and binding on the Corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person or persons and in such manner as from time to time shall be determined by the Board, and unless us authorized by the Board, no other officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

Section 8.2. Representation of Shares of Other Corporations. The Chairperson of the Board, the President (if any) or any other officer or officers authorized by the Board, the Chairperson of the Board or the President (if any) are each authorized to vote, represent, and exercise on behalf of the Corporation all rights incident to any and all shares of any other corporation or corporations standing in the name of the Corporation. The authority herein granted may be exercised either by any such officer in person or by any other person authorized so to do by proxy or power of attorney duly executed by said officer.

Section 8.3. Construction and Definitions. Unless the context requires otherwise, the general provisions, rules of construction and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both a natural person and any corporation or other entity. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

Section 8.4. Amendments. These Bylaws may be amended or repealed by a majority vote of Directors then in office, except that no amendment make any provisions of these Bylaws inconsistent with the charter(s) that created the Academy, the Corporation's Articles of

Incorporation, or any applicable laws. No amendment of these Bylaws may extend the term of a Director beyond that for which such Director was elected.

Section 8.5. Books and Records, Fiscal Year. The Corporation's books and records, together with all of the documents and papers pertaining to the business of the Corporation, shall be kept and maintained at the principal office of the Corporation. The fiscal year of the Corporation shall end on June 30, unless otherwise provided for by the Board, and the books and records of the Corporation shall be kept on a fiscal year basis and shall reflect all the transactions of the Corporation and be appropriate and adequate for the Corporation's business.

ARTICLE 9. CONFLICT OF INTEREST

Section 9.1. Conflict of Interest Policy. The Corporation shall have a Conflict of Interest Policy established by the Board, which policy shall be consistent with all applicable laws. The Conflict of Interest Policy shall be furnished to each Director or officer who is presently serving the Corporation, or who may hereafter become associated with the Corporation. The Conflict of Interest Policy shall be reviewed at least annually for new information and guidance from Directors and officers, and any new Directors and officers shall be advised of the Conflict of Interest Policy upon undertaking the duties of their respective offices.

ARTICLE 10. INDEMNIFICATION

Section 10.1. Definitions. For the purposes of this Article 10, "agent" means any person who is or was a Director, officer, employee or other agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a director, officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or of another enterprise at the request of such predecessor corporation; "officer" or director" means only an agent who is or was an officer or director of the Corporation or a predecessor corporation at the Corporation's (or such predecessor's) request; "proceeding" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation all attorneys' fees, costs and any other expenses reasonably incurred in establishing a right to indemnification under this Article 10.

Section 10.2. Indemnification in Actions by Third Parties. The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the Corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the Corporation. The power to indemnify shall include expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Corporation and, in

the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner that the person reasonably believed to be in the best interests of the Corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

The Corporation shall, to the maximum extent permitted by law, and in the manner provided by law, indemnify any such persons who serve as Directors or officers of the Corporation. The personal liability of such Directors and officers shall be limited as and to the extent set forth in Section 3.17 and Section 5.12, respectively.

Section 10.3. Indemnification in Actions by or in the Right of the Corporation. The Corporation shall have the power to indemnify any person who was or is a party or is threatened to be made a party, by reason of the fact that such person is or was an agent of the Corporation, to any of the following types of threatened, pending or completed actions: ones by or in the right of the Corporation; ones brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law; or ones brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust. The power to indemnify shall include expenses actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the Corporation, and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section 10.3:

(a) in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Corporation in the performance of such person's duty to the Corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses that such court shall determine;

(b) of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or

(c) of expenses incurred in defending a threatened or pending action that is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General; or

(d) of amounts that would qualify as an excess benefit as that term is defined in Internal Revenue Code Section 4958.

Section 10.4. Indemnification of Expenses. To the extent that an agent of the Corporation has been successful on the merits in defense of any proceeding referred to above or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.

Section 10.5. Required Determinations. Except as provided in the above sections of this Article 10, any indemnification under this Article 10 shall be made by the Corporation only if authorized in the specific case, upon a determination that indemnification of the agent is

proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 10.2 or 10.3, by:

(a) A majority vote of a quorum consisting of Directors who are not parties to such proceedings; or

(b) The court in which such proceeding is or was pending upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney, or other person is opposed by the Corporation.

Section 10.6. Advance of Expenses. Expenses incurred in defending any proceeding may be advanced by the Corporation before final disposition of the proceeding upon receipt of an undertaking by or on behalf of the agent to repay that amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article 10; provided, however, that such advance shall not be permitted if the Corporation is a private foundation within the meaning of Internal Revenue Code Section 509 and the agent is a disqualified person within the meaning of Internal Revenue Code Section 4946.

Section 10.7. Meetings of the Board. On written request to the Board by any Director or officer seeking indemnification under these Bylaws or the California Nonprofit Corporation Law, the Board shall promptly convene a meeting and in good faith decide whether the applicable standard(s) have been met and, subject to any required findings and other constraints, if any, upon its power to provide such indemnification, if they have been met shall promptly authorize such indemnification.

Section 10.8. Other Indemnification. No provision made by the Corporation to indemnify its or its subsidiary's directors or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, these Bylaws, a resolution of the Board, an agreement or otherwise, shall be valid unless consistent with this Article 10. Nothing contained in this Article 10 shall affect any right to indemnification to which persons other than such Directors and officers may be entitled by contract or otherwise.

Section 10.9. Forms of Indemnification not Permitted. No indemnification or advance shall be made under this Article 10, except as provided in Sections 10.4 or 10.5(b), in any circumstances where it appears:

(a) that it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid that prohibits or otherwise limits indemnification; or

(b) that it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 10.10. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any agent of the Corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the Corporation would have the power to indemnify the agent against such liability under the provisions of this Article 10, provided, however, that a Corporation shall have

no power to purchase and maintain such insurance to indemnify any agent of the Corporation for a violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law (or any successor provision thereto).

Section 10.11. Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article 10 does not apply to any proceeding against any trustee, investment manager, or other fiduciary of any employee benefit plan in such person's capacity as such, even though such person may also be an agent of the Corporation as defined in Section 10.1. The Corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

Section 10.12. Federal and State Exculpatory Provisions. Nothing in this Article 10 shall limit or otherwise adversely affect the rights of qualifying agents of the Corporation under the Federal Volunteer Protection Act of 1997, as amended (42 USCA Section 14501 et seq.), Section 5047.5 of the California Corporations Code, Section 5239 of the Nonprofit Public Benefit Law or similar provisions of other laws or public policies limiting such liability, as now in effect or as any thereof may be amended.

Section 10.13. Separability. Each and every paragraph, sentence, term, and provision of this Article 10 is separate and distinct so that if any paragraph, sentence, term, or provision shall be held to be invalid or unenforceable for any reason, its invalidity or unenforceability shall not affect the validity or enforceability of any other paragraph, sentence, term, or provision of this Article 10. To the extent required, any paragraph, sentence, term, or provision of this Article 10 may be modified by a court of competent jurisdiction to preserve its validity and to provide the claimant with, subject to the limitations set forth in this Article 10 and any agreement between the Corporation and the claimant, the broadest possible indemnification permitted under applicable law.

ARTICLE 11. EMERGENCY PROVISIONS

Section 11.1. Applicability. The provisions of this Article 11 shall be operative only during an "emergency situation" as defined in California Government Code Section 54956.5. Under such conditions, a meeting of the Board may be held in accordance with the provisions of such Section 54956.5.

Section 11.2. Emergency Quorum. The Director or Directors in attendance at the meeting of the Board so called shall constitute a quorum. If none is in attendance at the meeting, the officers or other persons designated on a list approved by the Board before the emergency, all in the order of priority and subject to the conditions and for the period of time (not longer than reasonably necessary after the termination of the emergency) as may be provided in the resolution approving the list, shall, to the extent required to provide a quorum at any meeting of the Board be deemed Directors or members of the committee, as the case may be, for the meeting.

Section 11.3. Line of Succession. The Board, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during the emergency any or all officers or agents of the Corporation shall for any reason be rendered incapable of discharging their duties.

Section 11.4. Principal Office. The Board, either before or during any such

emergency, may, effective in the emergency, change the principal office or designate several alternative offices or authorize the officers so to do.

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CERTIFICATE OF SECRETARY

OF

THE PALMDALE AEROSPACE ACADEMY, INC.

A California Nonprofit Public Benefit Corporation

I hereby certify that I am the duly elected and acting Secretary of The Palmdale Aerospace Academy, Inc. and that the foregoing Bylaws, comprising 20 pages, constitute the Bylaws of said Corporation as duly adopted by the Board of Directors of the Corporation on _____, ____; and that these Bylaws have not been amended since that date.

Executed on _____ at _____, California.

_____

Name: _____

Title: Secretary

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City Council Staff Report

DATE: **SEPTEMBER 7, 2022**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER'S OFFICE**

DISTRICT: **ALL**

SUBJECT: **APPROVE THE EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PALMDALE AND JONES & MAYER FOR INTERIM CITY ATTORNEY SERVICES**

ISSUE

Approve the Employment Agreement between the City of Palmdale and Jones & Mayer for Interim City Attorney Services.

RECOMMENDATION

Staff recommends that the City Council approve the Employment Agreement between the City of Palmdale and Jones & Mayer for Interim City Attorney Services, and appropriate funds from General Fund unappropriated fund balance in the amount of $350,000.

BACKGROUND

Following the May 26, 2022, resignation of the City Attorney, the City Council held a special closed session and interviewed several candidates for the position of Interim City Attorney. Staff was directed to enter into negotiations for Interim City Attorney services with Mr. Porter/Jones & Mayer subject to mutual agreement.

DISCUSSION

At the July 20, 2022, special closed session meeting City Council directed the Interim City Manager to enter into negotiations with Scott Porter/Jones & Mayer for Interim City Attorney Services.

FISCAL IMPACT

$255 per hour for Interim City Attorney, $235 per hour for other attorneys. The fiscal impact for a term ending January 31, 2023, is not to exceed $350,000, to be budgeted in account 10114001-701000 through 705000 from General Fund unappropriated fund balance.

STRATEGIC PLAN

Goal IV: Maintain a desirable community where everyone wants to live, work and play.
Objective: C. Invest in staff and other human resource strategies to attract and retain a highly qualified, diverse, and creative workforce.

Prepared by:	Ronda Perez, Interim City Manager
Certified as to availability of Funds:	Janelle Samson, Director of Finance
Approved by:	Ronda Perez, Interim City Manager
Approved as to form:	Scott E. Porter, Acting City Attorney

ATTACHMENTS

1. Agreement A-8069

AGREEMENT FOR LEGAL SERVICES BETWEEN THE CITY OF PALMDALE AND JONES & MAYER

AGREEMENT NO. A-8069

t

This Legal Services Agreement ("Agreement") is made and entered into by and between the City of Palmdale ("City") and Jones & Mayer ("Firm"), collectively identified as "the Parties."

RECITALS:

A. This Agreement is made pursuant to California Business and Professions Code Section 6148, and is intended to fulfill the requirements of that section.

B. The City desires to retain the Firm to provide Interim City Attorney and related legal services as may be required for City representation and as may be directed by City.

C. The attorneys of the Firm are duly licensed under the laws of the State of California and are fully qualified to provide the services contemplated by this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Services.**

a. The Firm will provide those legal services as may be necessary to represent the city in the role of Interim City Attorney. This may include without limitation, legal services related to the areas of land use, litigation, as well as general advisory services related to municipal law. The firm will provide those legal services reasonably required to accomplish City's stated goals, as established by the City Council and City Manager.

b. The legal services the Firm will provide to City will be billed at the rates set forth in Exhibit "A", attached.

2. **Designation of Responsible Attorneys.**

As an agent for the Firm, Scott Porter, Esq. is designated as the Interim City Attorney responsible for providing the legal services under this Agreement to City and for supervising any other attorneys within the Firm or as otherwise directed by the City Council or City Manager. The Interim City Attorney shall coordinate the provision of legal services with any other outside

legal counsel which is not associated with the Firm and with which the City has engaged to represent the City.

3. **Confidentiality.**

All reports, information, data, or other documents prepared or assembled by the Firm under this Agreement are confidential and the Firm shall not make the same available to any individual or organization without the prior written approval of the Palmdale City Manager or City Council.

4. **Maximum Contract Amount, Billing Procedures, Monthly Statements, and Oversight.**

a. The Firm shall submit to the Palmdale City Manager, within thirty (30) days after the end of each calendar month, an itemized statement of the professional services provided and the time expended providing those services. This statement will be in the form customarily submitted by the Firm to clients that are billed on an hourly basis. The parties acknowledge that payment of all monthly statements is expected to be made within thirty (30) days of the billing date.

b. The Firm will bill the City for items such as, but not limited to, long distance telephone calls, filing fees (if applicable), document duplication, computerized legal research, word-processing, and similar out-of-pocket expenditures. These items will be separately designated on the Firm's monthly statements as "disbursements," and will be billed in addition to the fees for professional services.

c. If the Firm's services are billed by the hour, time will be charged by the Firm in increments of 1/10 of an hour (i.e., six-minute units). Among the services which are routinely billed are telephone conversations and travel time. In addition to the fees charged for services, the Firm also bills for costs incurred, which include, but are not limited to, filing fees (if applicable), messenger and air courier expensed, parking expenses, local and out-of-town travel expenses, facsimile and other communication expenses, postage, and printing costs. In addition, the Firm charges for certain internal costs if incurred on City's behalf, such as photocopying, secretarial overtime, and word processing.

d. The rate structure in general, or the rates of particular attorneys, may be increased from time to time, after a minimum 30-day written notice to and written consent of the Palmdale City Manager, or City Manager, if required. To the extent feasible, these adjustments will be made so as to coincide with the beginning of City's fiscal year, which begins on July 1st. If

possible, requests to increase fees should be forwarded to the Palmdale City Manager (and City Council, if required) in February of any given year. It is acknowledged that this Section 4d will only have application if this agreement is extended past its current termination date in Section 6 of this agreement.

e. The Firm's fees for legal services are based primarily on hourly rates; other factors considered by the Firm in determining a fair fee are set forth in Rule 4-200 of the Rules of Professional Conduct of the California State Bar Association. If persons who are "Of Counsel" to the Firm work on City matters, the Firm and its Of Counsel may from time to time share the fees paid by City; however, if such is the case, City's fees will not be increased in any way, and the fees which City is requested to pay will be the same as would have been payable had there been no such sharing of fees.

f. All invoices are subject to audit and approval of the City Manager or the City Manager's designee. If any charge, cost or request is questioned by the City Manager that amount, without accruing interest or charge, will be withheld by City until Agreement between the Parties is achieved, after good faith negotiations, per Section 5.

g. All fees, charges, costs and reimbursable items of this Agreement shall not exceed a maximum of **$350,000.00.** The term of this as is set forth in Section 6 hereafter.

5. **Resolution of Fee Disputes.**

City is entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles in accordance with the arbitration rules of the Los Angeles County Bar Association for legal fee disputes. If City chooses not to use the Los Angeles County Bar Association's arbitration procedures, City agrees that any disputes regarding the professional services rendered or fees charged by the Firm will be submitted to binding arbitration in Los Angeles to be conducted by the American Arbitration Association in accordance with its commercial arbitration rules.

6. **Term of the Agreement.**

This Agreement will take effect on July 1, 2022 and will remain in full force and effect through January 31, 2023 or until terminated in accordance with the provisions of Section 7.

7. **Termination of the Agreement.**

City has the right to terminate the Firm's representation at any time, without cause, subject to an obligation to give notice in writing to the Firm at least thirty (30) days prior to termination. The City also has the right to request that the Firm immediately no longer act in the role of Interim City Attorney but that the Firm continue to provide legal services to the City in a different capacity. In this event, the Parties agree to continue to be bound by the confidentiality (Sec 3); Section 4 billing and payment and dispute resolution provisions (Sec 6), and Sections 8 through 15 of this Agreement unless the Agreement is otherwise amended or terminated.

The Firm has the same right to terminate representation, subject to an obligation to give City written notice at least ninety (90) days prior to termination so that City will be able to arrange alternative representation. In either circumstance, City agrees to secure new counsel as quickly as possible and to cooperate fully in the substitution of the new counsel as counsel of record in any pending litigation matters. The Firm agrees to cooperate fully in any such transition, including the transfer of files. Upon termination, all finished or unfinished materials shall become the property of City. Notwithstanding the termination of the Firm's representation, City will remain obligated to pay to the Firm all fees and costs incurred prior to such termination.

8. **Modifications to the Agreement.**

Unless otherwise provided for in this Agreement, modifications relating to the nature, extent, or duration of the Firm's professional services to be rendered will require the written approval of the Palmdale City Manager (and City Council if required). Any such written approval will be deemed to be a supplement to this Agreement and will specify any changes in this Agreement.

9. **Independent Contractor.**

No employment relationship is created by this Agreement with the Firm or any employees of the Firm. For all purposes, the Firm and its employees are independent contractors to City and shall not incur, nor have the authority to incur any debt, obligation, or liability for or against City.

10. **Assignment and Delegation.**

This Agreement contemplates the performance of professional services by the Firm. Neither this Agreement, nor any portion of it, may be assigned or delegated by the Firm without the prior written consent of the Palmdale City Council, except that if the Firm is disqualified by virtue of a conflict of interest, the Firm or City, at City's sole option, may delegate such authority with the approval of the City Manager, solely to the extent of the conflict.

11. **Conflict of Interest.**

The Firm affirms that it presently has no interest and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of the services contemplated by this Agreement in violation of any Rules of Professional Conduct of the California Bar Association. No person having such interest shall be employed by or associated with the Firm. The Firm agrees to comply with all rules of the Political Reform Act, as it may be amended from time to time.

12. **Insurance.**

a. The Firm shall obtain and maintain in full force and effect a professional liability insurance policy that provides coverage in an amount not less than $1,000,000 per occurrence. This insurance policy shall provide coverage to the City for any damages or losses suffered by City as a result of any error, omission, or neglect by the Firm that arises out of the professional services rendered under this Agreement. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by the Firm. When coverage is maintained on a "claims made basis," Firm will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover Firm for all claims made by City arising out of any acts or omissions of Firm or its officers, employees, or agents during the time this Agreement was in effect.

b. The Firm will obtain and maintain workers' compensation insurance in accordance with Section 3700 of the California Labor Code.

c. The Firm will obtain and maintain in full force and effect comprehensive general liability insurance in an amount not less than $1,000,000 per occurrence with a $2,000,000 aggregate.

d. All insurance coverage specified above will provide for a minimum of thirty (30) days notice of cancellation by the insurance carrier, and will be maintained in full force and effect throughout the term of this Agreement.

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

13. **Indemnity.**

The Firm agrees to defend and hold the City, and its elected and appointed officers, officials, employees, and other agents free and harmless of any claim, demand or judgement that may arise based upon personal injury or damage to property or any course of action of any type, nature, including but not limited to, actions in equity such as writs, administrative proceedings and enforcement actions by any authority or organization to a third party arising out of any error or negligent omission by Firm regarding the performance of services hereunder, to the extent of Firm's fault.

14. **Legal Files.**

a. During the period that the Firm is actively working upon a matter, the files pertaining thereto will be maintained in its offices. After the Firm has concluded working upon a matter, the files may be transferred to an offsite storage facility, from which they can be retrieved upon reasonable notice. All original agreements, modification or deeds, easements or similar original documents should be forwarded to the Palmdale City Clerk either as created or at the expiration of the fourth calendar year following the consummation or conclusion of each matter for which a file is opened. City may request copies of its client matter files at any time, including, without limitation, upon termination of the Firm's engagement. City agrees that upon delivery of any client matter files that it will pay the Firm for its costs incurred in photocopying such files. The Firm shall retain any City documents for periods no less than the terms established in the City's document retention schedule, which is attached hereto as Attachment "C", and which may be amended from time to time.

b. If the firm is called upon to give testimony or produce documents in any legal or administrative proceeding which concerns City in any way, whether before or after the representation and rendition of legal services to City under this agreement terminates, City agrees to pay the Firm, at its then standard hourly rates, for its time in investigating, preparing for and in giving testimony and/or in producing documents and for all reasonable expenses incurred in connection with doing so.

15. **Entire Agreement**

This Agreement will constitute the full and complete agreement and understanding of the parties and supersedes all prior agreements and all other written or oral statements of either party relating to its subject matter.

TO EFFECTUATE THIS AGREEMENT, the authorized representatives of the parties have caused this Agreement to be executed as of the dates indicated below.

CITY OF PALMDALE

_____
Ronda Perez
Interim City Manager

Attest:

_____
Shanae S. Smith
City Clerk

Approved as to form:

_____
William Curley III
Special Counsel

JONES MAYER

_____
Richard D. Jones, Esq.

EXHIBIT "A"
RATE SCHEDULE

A. Identification.

Client: City of Palmdale
Matter: Any matters assigned by the City

B. Attorney Fees.

Hourly Rate for Interim City Attorney	$255.00
Hourly Rate for other firm attorneys	$235.00
Paralegals	$125.00

C. Standard Charges.

Hourly rate will be billed in minimum units of one-tenth hours.

D. Costs and Expenses.

In-office photocopying	$0.25/page
Mileage	IRS prevailing mileage rates
Computerized Legal Research	At vendor cost
Word Processing	Varies
Postage	At vendor cost
Courier and Air Freight Charges	At vendor cost
Messenger Services	At vendor cost
Title Report and/or Litigation Guarantee	At vendor cost
Notary	At vendor cost
Court Photocopying	At cost
Incoming or out-going Fax Charges	$1.00/page
Conference Call Charges	AT&T standard rates or equal
Travel Expenses	At cost
Other reasonable costs	At cost

E. Subject to Change.

The rates on this schedule are subject to change on thirty (30) days written notice and approval by the Palmdale City Manager (or City Council if required). If City declines to pay any increased rates, Firm will have the right to withdraw as Palmdale's counsel.

EXHIBIT A - RESOLUTION NO. CC 2022-XXX
RECORDS MANAGEMENT PROGRAM
RECORDS RETENTION SCHEDULE

File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0100	**ADMINISTRATION**					
0100	**GENERAL ADMINISTRATION**					
0100-10	CM	Administrative Instructions / Policies / City Wide	P	Yes		Permanent for research / historic value
0100-20	CC	Goals / Objectives (City Strategic Plans) City Wide	P	Yes		Permanent for research / historic value
0110	**DEPARTMENTAL ADMINISTRATION**					
0110-05	Dept	Administration (may include Correspondence / Memos)	2			
0110-10	Dept	Activity Reports	2			
0110-15	Dept	Administrative Reports / Monthly Status Reports	2			
0110-20	Dept	Call Sheets / Emergency Cards	2			Copies only in departments - Office of Record for originals is HR
0110-25	Dept	Complaints, General	2 AS			2 years after settled
0110-28	Dept	Compliments, General	2			
0110-30	Dept	Goals / Objectives (Departmental)	2			
0110-35	Dept	Safety Meetings	2			
0110-40	Dept	Inventory	2 AS			2 years after superseded - Such as equipment manuals, list of inventories, etc.
0110-45	Dept	Safety Clothing / Uniform Issues	2			
0110-50	Dept	Service Requests / Work Orders	2			
0110-55	Dept	Staff Meeting Notices / Staff Meeting Records	2			
0110-60	Dept	Staff Directories / Staffing Organization	2			
0110-65	Dept	Telephone & Delivery Logs	2			
0110-70	Dept	Vehicle Usage Information	2			
0110-75	Dept	Work / Vacation Schedules	2			
0110-80	Dept	Work Logs / Reports (Daily)	2			

Blue: New categories and subcategories
Red: Minor Modifications or dept. requested changes

EXHIBIT A - RESOLUTION NO. CC 2022-XXX
RECORDS MANAGEMENT PROGRAM
RECORDS RETENTION SCHEDULE

File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0110-85	Dept	Procedures (Departmental)	2			
0110-86	Dept	Surveys / Questionnaires	2			Administration / Public / Special Events, etc.
0110-87	Dept	Routine video monitoring (includes surveillance)	1		CC 34090.6	
0110-95	Dept	Regulations / Policies	2 AS			2 years after superseded
0112	**GRANTS (Except CDBG Grants - see 0665)**					
0112-05	Dept	Administration (may include Correspondence / Memos)	2			
0112-10	Dept	Federal, State and County	7 AC			7 years after closed - State Guidelines - Refer to grant application close-out procedure
0112-15	Dept	Other / Corporate / Private Foundations / Service Organizations, etc.	7 AC			7 years after closed - State Guidelines - Refer to grant application close-out procedure
0112-20	Dept	Unsuccessful	2 AC		GC 34090(d)	2 years after closed - State Guidelines - Applications not entitled
0112-25	Dept	Financial Records	7 AC			7 years after closed - State Guidelines - Refer to grant application close-out procedure
0120	**BOARDS / COMMISSIONS / COMMITTEES (NOT LISTED UNDER SECTIONS 0403 - 0424)**					
0120-05	Dept	Administration (may include Correspondence / Memos)	2			
0120-10	CC	Palmdale Aerospace Academy (PAA)	5		GC 34090(c); GC 40801	
0120-30	CC	Palmdale Regional Medical Center Board of Governors	5		GC 34090(c); GC 40801	
0120-70	CC	**Ad Hoc Committees;** (Committee formed for a specific task or objective, and dissolved after the completion of the task or achievement of the objective)	5		GC 34090(c); GC 40801	If Bylaws / Oaths of Office are created for these committees - these documents do not fall under this file plan section

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EXHIBIT A - RESOLUTION NO. CC 2022-XXX
RECORDS MANAGEMENT PROGRAM
RECORDS RETENTION SCHEDULE

File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0130	**ANTELOPE VALLEY ORGANIZATIONS**					
0140	**REGIONAL / STATE / NATIONAL ORGANIZATIONS**					
0150	**GOVERNMENT / REGULATORY AGENCIES**					
-05	Dept	Administration (may include Correspondence / Memos)	2			
-10	Dept	Name of Organization Administration (reference file)	2 AS			2 years after superseded Bulk Misc. items such as Agendas / Annual Reports / Brochures / Bulletins / By-Laws / Meeting Announcements / Newsletters / Publications / Surveys, etc.
-12	CC	Staff Reports approved by Council/Authority/ Agency regarding travel authorization; approval of current legislative action; or other miscellaneous items.	5			
0160	**PUBLIC RELATIONS / INFORMATION**					
0160-05	Dept	Administration (may include Correspondence / Memos)	2			
0160-10	CC	Awards to City	P	Yes		Permanent for historic value
0160-15	Dept	Brochures / City of Palmdale	2		GC 34090(d)	
0160-30	CC	Emblems / Logos / City Flags / City Seal	P	Yes		Permanent for historic value
0160-40	CC	Historical Records	P	Yes		Permanent for historic value Transfer to City Clerk for final historic determination & disposition / preservation
0160-45	CC	State of the City	P	Yes		Historical record
0160-50	Dept	Media Correspondence / Media Mailing / Distribution lists	2			
0160-51	AS	Social Media Formation	2 AS		GC 34090(d)	2 years after superseded - Facebook etc.
0160-52	AS	Newspaper Clippings (City Related)	2			Administrative decision
0160-55	AS	City Newsletters	2			Distributed to the Public ; If Historical value, executive decision may be made to keep as permanent

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RECORDS MANAGEMENT PROGRAM
RECORDS RETENTION SCHEDULE

File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0160-60	CC	City Photographs / Slides (Historical)	P	Yes		Permanent for historic value only. For example ; Landmarks or significant historical events. Transfer to City Clerk / for CC/CA evaluation of historic value & final disposition
0160-65	Dept	Plaques / Trophies	2			
0160-70	AS	Press / News Releases	2			
0160-85	CC	Sister City Program	2			
0165	**FILM / VISITORS / CONVENTION BUREAU**					
0165-05	CM	Administration (may include Correspondence / Memos)	2			
0165-20	Dept	Film / Visitor / Convention Bureau	2			
0165-22	CM	Filming Permit Information	2			
0170	**RECORDS MANAGEMENT**					
0170-05	CC	Administration (may include Correspondence / Memos)	2			
0170-15	CC	Compliance / Records Assessment	2 AS			2 years after superseded
0170-20	CC	Destruction Lists / Certificates of Destruction / Destruction Authorizations	P	Yes		Permanent for research / evidential value
0170-25	CC	On-site shredding disposal certificate	2	No		This certificate of disposal provided by on-site shredding vendor. Permanent record is housed in 0170-20
0170-33	CA / CC	Public Records Requests	2 AC		GC34090(d)	2 years after closed
0170-50	CC	Retention Schedules	2 AS		CCP 343	2 years after superseded
0170-80	CC	Completed Records Management Forms (Return to Active / Extend Retention / Retrieval Requests)	5			5 years for research value
0170-95	CC	Policies / Guidelines / Procedures	2 AS			2 years after superseded
0180	**AUTOMATION / INFORMATION SERVICES**					
0180-05	Dept	Administration (may include Correspondence / Memos)	2			

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0180-10	IS	Electronic Mail (E-Mail)	2		GC 6252 (e) and 6252 (g)	Any electronic mail that does not fall within any other category of this records retention policy shall be considered department correspondence. Electronic mail which is considered department correspondence will be automatically deleted on the second anniversary of the date it was received.
0180-20	IS	Employer / User Access Records	2 AT			2 years after termination
0180-30	IS	Help Desk Requests	2 AC			2 years after closed
0180-40	IS	Program Files / Directories - Annual Back-Up Network (LAN - WAN)	2		GC 34090(d) ; CCP 337.2 ; 343	
0180-50	IS	Software Inventory Records; E-record catalog of Enterprise System	2 AS		GC 34090(d)	2 years after superseded; E-record catalog of Enterprise System
0180-65	IS	Software System Update - Monthly	2 AC			2 years after closed
0180-85	IS	Procedures	2 AS			2 years after superseded
0180-95	IS	Regulations / Policies (Technology / Strategic / Disaster Recovery Plans)	5 AS			5 years after superseded
0190	**RISK MANAGEMENT**					
0190-05	CA	Administration (may include Correspondence / Memos)	2			
0190-15	CC / CA	Claims (filed against the City)	5 AC		GC 25105.5	5 years after closed
0190-18	CA	Claims (filed by City)	5 AC		GC 25105.5	5 years after closed
0190-20	CA	Claims (restitution)	5 AC		GC 25105.5	5 years after closed
0190-32	CA	Bonds (Notary)	5 AE			5 years after expiration Copies of all COP notary to be filed with CA ; notary to keep originals
0190-35	CC	Bonds (Public Official)	5 AT		GC 34090	5 years after termination
0190-40	CA	Insurance Policies / Riders / Renewals / Certificates	P	Yes	GC 34090	Includes Auto / Property / Liability Insurance / Insurance Certificates from the City to other entities
0190-50	CA	Insurance Certificates (from other entities)	10			Insurance certificates / endorsements from other entitles filed separately from contracts
0190-52	CA	Insurance Certificates (from Special Events Policies - Tenant Use)	5 AE			5 years after expiration

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
See 0400-10 Agreements /Contracts	CC	Bonds (Insurance)	P		CCP 337.2 ; CCP 343	**Contract bonds - originals to be filed with contract at City Clerk Office**

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0200	**SAFETY / HEALTH / ENVIRONMENTAL SERVICES**					
0205	**ADMINISTRATIVE CITATIONS**					
0205-05	NS	Administration (may include Correspondence / Memos)	2			
0205-10	NS	Citations / Proof of Service	5			
0205-15	NS	Payment Arrangements	5			
0205-20	NS	Case Files	5			
0220	**ENERGY / NATURAL RESOURCES CONSERVATION**					
0220-05	Dept	Administration (may include Correspondence / Memos)	2			
0230	**EMERGENCY MANAGEMENT SERVICES**					
0230-05	NS	Administration (may include Correspondence / Memos)	2			
0230-06	CC	Emergency Operational Plans (City)	P	Yes		Approved by Council
0230-08	NS	Emergency Operational Plans (other Agency)	2 AS			2 years after superseded
0230-10	CC / PW	Disaster Case Files / After Action Reports	P	Yes		City Council approved staff reports relating to actions taken as a result of disaster/emergency
0230-12	NS	Emergency Supplies & Equipment	2 AS			2 years after superseded
0230-15	NS	Emergency Operations Center Information	2 AS			2 years after superseded
0230-20	NS	Emergency Training Programs Public / Education Programs	2			
0230-25	NS	Emergency Training Programs - Employees	5			
0230-30	NS	Threat Assessment Program	5			
0230-33	NS	Threat Assessment Case Files	5			
0230-35	NS	Mutual Aid / Assistance	2			
0230-40	CC / NS	Disaster Assistance Programs (i.e. FEMA, etc.)	2 AS			2 years after superseded - Council Approved Staff Reports
0230-43	Dept	Community Resources (Brochures / Notices / Other Reference Materials)	2 AS			2 years after superseded These are brochures & information gathered for resource purposes from other agencies
0230-75	NS	Los Angeles County Office of Emergency Management	2			

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EXHIBIT A - RESOLUTION NO. CC 2022-XXX
RECORDS MANAGEMENT PROGRAM
RECORDS RETENTION SCHEDULE

File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0230-90	NS	Reports / Studies	2 AS			2 years after superseded
0230-95	NS	Regulations / Policies	2 AS			2 years after superseded
0235	**HAZARDOUS MATERIALS**					
0235-05	PW	Administration (may include Correspondence / Memos)	2			
0235-30	PW	Material Data Sheets	2 AS			2 years after superseded
0235-40	PW	Permits / Hazardous Materials Storage	2			
0235-50	PW	Hazardous Waste / Materials Program	10 AC		CAL OSHA ; 40 CFR 122.21	10 years after closed Documentation re handling & disposal of hazardous waste
0235-70	PW	Training Materials	2 AS		GC 34090(d)	2 years after superseded Cal Code Regulation 3204(d), et seq. Standards & Administration
0235-80	PW	Underground Storage Tanks	P	Yes	GC 34090(a)	Documents (storage / location / installation / removal / remediation)
0235-81	PW	Underground Storage Tanks / Compliance / Maintenance / Operation	2		GC 34090(d)	
0235-90	PW	Reports / Studies	2 AS			2 years after superseded
0235-95	PW	Regulations / Policies	2 AS			2 years after superseded
0240	**INTEGRATED / SOLID WASTE MANAGEMENT**					
0240-05	PW	Administration (may include Correspondence / Memos)	2			
0240-20	PW	Recycling Programs	~~2 AS~~3		GC 34090(d)	~~2 years after superseded~~ CalRecycle reqires a minimum of three years retention
0240-40	PW	Landfills / Solid Waste Facilities	2 AS			2 years after superseded
0240-50	PW	Household Hazardous Waste Program	2 AS		GC 34090(d)	2 years after superseded
0240-85	PW	Maps (Septic Tanks)	P	Yes	GC 34090(a)	Location maps
0240-90	PW	Reports / Studies	2 AS			2 years after superseded
0240-95	PW	Regulations / Policies	2 AS			2 years after superseded
0245	**HEALTH PROTECTION / SERVICES**					
0245-05	Dept	Administration (may include Correspondence / Memos)	2			

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0245-70	CC	Antelope Valley Mosquito Abatement District / Vector Control	2			
0245-30	CC	Hospitals / Trauma Care Centers / Clinics	2			Local hospital / medical facilities
0245-47	CC	Alcohol and Tobacco Regulations and Updates	2			Staff reports and/or special reports presented to City Council to be maintained by the City Clerk Department.
0255	**SAVES PROGRAM**					
0255-05	AS	Administration (may include Correspondence / Memos)	2			
0255-20	AS	Client Files	7			
0255-30	AS	Food Orders / Inventory	AS			After superseded
0255-40	AS	Community Outreach	AS			After superseded
0255-95	AS	Regulations / Policies / Procedures	2 AS			2 years after superseded
0260	**PARENTING CLASS PROGRAM / Families in Action (No longer in existence @ City. Closed 2010)**					
0260-20	PS Class files		5			
0280	**GRAFFITI ABATEMENT PROGRAM**					
0280-05	PS	Administration (may include Correspondence / Memos)	2			
0280-10	PW	Work Logs / Graffiti Logs	2			
0280-15	PW	Work Requests	2		GC 34090(d)	Service requests / Graffiti removal
0280-40	PS	Restitution Case Files	2 AC			2 years after closed
0280-80	PW	Statistical Reports	2			
0285	**Community Participation / Volunteers (FKA Partners for a Better Palmdale)**					
0285-05	Dept	Administration (may include Correspondence / Memos)	2			
0285-10	AS / NS	Programs / JOBS Academy / Palmdale Partners Academy / Youth Council / Neighborhood Houses / Citizens Academy , etc.	2 AS			2 years after superseded - All programs now under Admin. Services with the exception of Neighborhood Houses (Neighborhood Services)
0290	**Public Safety / Community Services**					
0290-05	NS	Administration (may include Correspondence / Memos)	2			
0290-10	NS	Contract Administration Records	2 AT			2 years after termination. Original contract documents are filed permanently with City Clerk

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0290-40	NS	Narcotics Control (Asset Seizure / Forfeiture, Undercover Program, etc.)	7			
0290-55	NS	Crime Prevention Programs / Neighborhood Watch	2 AS			2 years after superseded
0290-58	NS	Public Security Officers Reports	5			
0290-60	NS	Public Safety Programs / Partners Against Crime	2 AS			2 years after superseded
0290-80		City's Homeless Plan	2 AS			2 years after superseded; Staff reports and Plan approved by City Council to be maintained by the City Clerk Department.
0290-82	NS	Advisory Boards / Committees / Agencies	2			
0290-85	NS	Statistics / Surveys	P	Yes		Permanent for research / historic value
0290-90	NS	Reports / Studies	2 AS			2 years after superseded
0290-95	NS	Regulations/Policies	2 AS			2 years after superseded

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0300	**FINANCE / FISCAL**					
0300	**ACCOUNTING**					
0300-20	Fin / CC	Budget Adjustments	5		GC 34090	City Clerk- Staff Reports approved by Council/Authority/Agency regarding budget adjustments. Finance - All other budget adjustments.
0300-25	Fin	Check Registers	7			
See 0465-25	CC	Warrant Register (e-copy)	P	Yes		Warrant Register adopted by Resolution / Resolutions maintained by City Clerk
0300-30	Fin / CC	Budget Transfers	5			Staff Reports approved by City Council/Authority/Agency regarding all budget transfers (including unclaimed checks budget transfer) will be maintained by City Clerk Department. Finance Department will maintain all other budget transfers.
0300-40	Fin	Fixed Assets Inventories / Surplus Property / Auction / Disposal	7		CCP 337 ; 26 CFR 301 65(f)	
0300-55	Fin	General Ledgers	P	Yes	CCP 337	
0300-60	Fin	Journal Entries	7		CCP 337	
0300-84	CC	Annual Financial Reports / City Clerk Financial Reports	P	Yes		(Yearly bulk file) includes the following Council approved reports: COP Annual Comprehensive Annual Financial Report / Housing Authority / Palmdale Civic Authority / CRA Financial Reports / Palmdale Assessment District (AD)87- 1 (Rancho Vista) / Palmdale AD 91-2 (52nd Street East) / Palmdale AD 90-2 (7th Street West) / Palmdale AD 88-1 (10th Street West) / Palmdale Community Facilities District (CFD)93-1 (Ritter Ranch) / Palmdale CFD 91-1 (Sierra Gateway) / Palmdale CFD 99-1 (Trade and Commerce Center) / Proposition C Local Return Fund and Proposition A Local Return Fund / Development Impact Fees

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0300-86	Fin	Reports (Federal / State / County / others)	7			
0310	**ACCOUNTS PAYABLE**					
0310-20	Fin / Lib	Accounts Payable	7			Includes Petty Cash / Invoices / Supporting Documentation / Request for Warrant
0310-50	Fin	Travel Authorizations / Meeting Expenditures	7			
0310-60	Fin	1099 / 1096 Completed Forms	7		29 USC 436	
0315	**AUDITS**					
0315-55	CC	Audit Reports & Single Audit Reports	P	Yes		Bulk filing - Includes Audit Report and Council approved staff report
0320	**BANKING**					
0320-20	Fin / Lib	Bank Statements / Reconciliations	7		26 CFR 31.6001-1	
0320-30	Fin / Lib	City Checks - Voided / Cancelled / Returned / Stop Payments	7		CCP 337	
0320-32	CC	Year - City Council staff reports re: designating officials authorized to sign checks & warrants	5			Bulk Yearly File
0320-50	Fin / Lib	Deposit Slips / Receipts / Corrections	7		CCP 337	
0320-75	Fin	Wire Transfers	7			
0325	**BUDGETING**					
0325-10	CC	Appropriations Limit Calculations	P	Yes		Adopted by Resolution / Resolutions maintained by City Clerk
0325-40	Fin	Supplemental Budget	7			
0325-50	CC	Budget (Annual City Operating)	P	Yes		
0325-60	CC	Budget (Capital Improvements)	P	Yes		
0325-70	Dept	Budget (Departmental)	2			Working Documents / Final Budget is included in Annual City Operating Budget
0330	**ASSESSMENT DISTRICT FINANCIAL RECORDS**					
0335	**COMMUNITY FACILITIES DISTRICT FINANCIAL RECORDS**					
0340	**LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FINANCIAL RECORDS**					
- 05	Fin	Administration	35			
-10	Fin	Case Files	35	Yes	GC 34090(a)	

Blue: New categories and subcategories
Red: Minor Modifications or dept. requested changes

File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
-20	Fin	Tender Bonds	P	Yes		
-90	Fin	Special Reports & Studies	35			
0345	**BOND ISSUES / DEBT SERVICE**					
0345-10	CC	Bond Authorizations / Related Public Hearing Records / Prospectus / Accepted Proposals / Certificates / Notices	10 AC	Yes	CCP 337.5	10 years after closed
0345-15	Fin	Bond Account Statements	10 AC		CCP 337.5	10 years after closed - Monthly Statements of Transactions
0345-20	Fin / CC	Bond Books / Binders	10 AC	Yes	CCP 337.5	10 years after closed - Bonds / Certificates of Participation / Federal Recovery Zone / Industrial Development Bonds / Limited Obligation (AD & CFD) / Mortgage Revenue / Revenue Bonds Other / Sewer Revenue / Tax & Revenue Anticipation Notes / Tax Allocation, etc.
0345-25	Fin	Arbitrage Investment Reports	10 AC			
0345-30	Fin/NS/Hou	Bond Continuing Disclosure Reports	10 AC			NS/Housing Office of Record for Bond Compliance Reports and submissions.
0350	**INVESTMENTS**					
0350-30	CC	Investment Policy City Funds	2AS			2 years after superseded
0350-40	Fin	Local Agency Investment Funds (LAIF)	7			
0350-80	CC	Monthly Investment Reports	7			Bulk yearly file
0350-85	CC	Quarterly Investment Reports	7			Bulk yearly file
0360	**PAYROLL**					
0360-50	Fin	Time Cards / Time Sheets	7		29 CFR 516.2	
0360-60	Fin	Payroll Tax Returns	7		29 USC 436	W-2's / 941 / DE7 / DE9
0360-70	Fin	Registers / Payroll Journals	P	Yes	GC 37207	
0370	**PENSION & RETIREMENT FUNDS REPORTS**					
0370-10	Fin	ICMA Deferred Compensation Reports	P	Yes	26 CFR 316001-1 ; 29 CFR 1627.3(2)	

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0370-20	Fin	Retirement Plan Reports / HRA / HPS / PERS / PARS	P	Yes	26 CFR 31.6001-1 ; 29 CFR 516.5 ; 516.6 ; CLC 1174(d)	Trust Tax Returns / Plan Documents / Bank Statements / Annual Reports
0380	**PURCHASING**					
0380-07	Fin	Purchasing Card Program Administration	2			Bulk yearly file
0380-25	Fin / Lib / CC	Purchase Orders	7			Staff Report with Purchase orders approved by City Council/Authority/Agency will be filed under 0400-11 and maintained by City Clerk Department
0380-35	Dept	Solicitations - Procuremet of Goods and Services (RFP, IFB, RFQ)~~Equipment - Bids / Services / Supplies~~	7AC		CCP 337	
0380-50	PW	Equipment Disposition (Auction Lists / Reports / Bills of Sale)	5 AU		CCP 337	5 years after audit
0380-55	Fin	Equipment Inventories	2 AS			2 years after superseded
0390	**ACCOUNTS RECEIVABLE / REVENUE / TAXATION**					
0390-30	Fin / Lib	Invoices / Supporting Records	7			
0390-31	Fin	Palmdale Community Foundation (Invoices/Supporting Records)	7			
0390-35	CC	Fee Schedules	P	Yes		Adopted Resolution is permanent Fee Schedule
0390-50	Fin / Lib	Receipts / Daily Cash / General	7		CCP 337	
0390-69	Fin	Transient Occupancy Tax	7		CCP 338	
0390-71	Fin/CC	Successor Agency (SA) or Oversight Board (OB) / Administrative Budget or Recognized Obligation Payment Schedule(ROPS) / Enforceable Obligation Payment Schedule (EOPS)	7			Staff reports approved by City Council/Successor Agency to be maintained by the City Clerk Department.
0390-90	Fin/CC	Interfund Advances & Loans	7 AC			Staff reports approved by City Council to be maintained by the City Clerk Department.

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0390-95	Fin	Regulations/Policies	2 AS			2 years after superseded

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0400	**LEGAL/LEGISLATIVE**					
0400	**AGREEMENTS / CONTRACTS**					
0400-10	CC	Agreements / Contracts ; (includes Right of Entry / Acquisition of Real Property / Subdivision agreements / Joint Powers Authority Agreements / Contracts for sale or purchase of property / Cable & Utility Franchises / Contracts involving construction or improvements / Capital improvements / and other Real Property agreements)	P	Yes	GC 34090(a) ; H&S 19850 ; GC 65864 ; GC 65869.5	Permanent for historic / evidential value File agreements with City Clerk / Records affecting Title to Real Property or liens thereon may not be destroyed. (Note: Council approved staff reports, agreement checklists & authority memos to be filed with the agreement)
0400-11	CC	Agreements / Contracts for: Equipment Maintenance; Leases; Service Providers; Consultants; Supply Vendors; Sponsors; Entertainers; Instructors; Settlements. Includes Purchase Orders & Staff Report approved by City Council/Authority/Agency (NOTE: Purchase Orders do not require an Agreement Number) ; Staff reports for rejection of bids	5 AT		CCP 337.2, 343	5 years after termination / expiration (Note Council approved staff reports / agreement checklists, & authority memos to be filed with the agreement)
0400-55	CC	Lease Agreements	5 AT		CCP 337.2, 343	5 years after termination / expiration (Note Council approved staff reports / agreement checklists, & authority memos to be filed with the agreement)
0400-70	CC	Disposition / Development Agreements	P	Yes	GC 34090(a) ; CCP 337 ; 48 CFR 4.703	Records affecting Title to Real Property or liens thereon may not be destroyed. (Note Council approved staff reports, agreement checklists, & authority memos to be filed with the agreement)
0400-75	CC	Memorandum of Understanding	P	Yes		
0400-78	CC	Promissory Notes / Letter of Credit / Bill of Sale/Bond Irrevocable Standby Letter of Credit	P	Yes	GC 34090(a)	Records affecting Title to Real Property or liens thereon may not be destroyed.

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0400-79	CC	License and/or Permit Bond	P	Yes		
0400-95	CC	Regulations / Policies / Procedures	2 AS			2 years after superseded
0401	**COP AGENCY BULK YEAR FILING**					
~~0401-06~~	~~Dept~~	~~Speaker Slips from Meetings~~	~~2~~			~~File in Expandable Bulk Year Folder. (Minutes must be approved before Destruction.)~~
~~0401-09~~	~~Dept~~	~~Agenda Notes / Minute Action Notes from Agency and Closed Session Meetings~~	~~5~~			~~File in Expandable Bulk Year Folder. (Minutes must be approved before Destruction.)~~
0401-10	~~Dept~~	Agenda Packets - contains speaker slips, agenda notes, non-agendized handouts and affidavits of posting	5			File in Expandable Bulk Year Folder. This bulk file will contain everything related to Council/Agency/Board/Commission meetings (Minutes must be approved before Destruction.)
~~0401-11~~	~~Dept~~	~~Non-Agendized Handouts from Citizens~~	~~5~~			~~File in Expandable Bulk Year Folder. (Minutes must be approved before Destruction.)~~
~~0401-20~~	~~Dept~~	~~Affidavits of Posting All Agendas & Notices~~	~~5~~			~~File in Expandable Bulk Year Folder~~
0401-21	Dept	Legal Advertising; Legal Publications; Proof of Publication	5		CCP 343; 349 et seq; GC 911.2	File in Expandable Bulk Year Folder
0401-51	CC	Maddy Act Local Appointment List	2 AS		GC 34090 (d)	2 years after superseded - File in Expandable Bulk Year Folder

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0403	OTHER CITY BOARDS / COMMISSIONS / COMMITTEES					
0404	**PALMDALE RECYCLED WATER AUTHORITY (PRWA)** The PRWA has adopted a separate Records Retention Schedule. Check with City Clerk Department for more information regarding their retention**.**					
0405	CITY COUNCIL (CC)					
0406	ADVISORY REDISTRICTING COMMISSION					
0408	AVIATION AND AEROSPACE COMMISSION (Eliminated by Ord 1379, adopted 6/3/2009)					
0409	PALMDALE FINANCING AUTHORITY (PFA)					
0410	COMMUNITY REDEVELOPMENT AGENCY (CRA) (Dissolved 2/1/2012)					
0411	SUCCESSOR AGENCY (SA)					
0412	OVERSIGHT BOARD (OB)					
0413	BOARD OF LIBRARY TRUSTEES (LB)					
0414	MOBILE HOME PARK RENTAL REVIEW BOARD (MHPRRB)					
0415	PALMDALE CIVIC AUTHORITY (PCA)					
0416	PALMDALE CIVIC IMPROVEMENT CORPORATION					
0417	INDUSTRIAL DEVELOPMENT AUTHORITY (IDA)					
0418	PALMDALE PUBLIC COMMUNICATIONS CORPORATION					
0419	PALMDALE NEIGHBORHOOD PARTNERS (PNP) (FKA NEIGHBORHOOD COMMISSION) (Eliminated by Ord 1379, adopted 6/3/2009)					
0420	PLANNING COMMISSION (PC)					
0421	PALMDALE AIRPORT AUTHORITY (PAA)					
0422	AUDIT COMMITTEE (AC)					
0423	HOUSING AUTHORITY (HA)					
0424	SENIOR CITIZENS ADVISORY COMMISSION (Eliminated by Ord 1379, adopted 6/3/2009)					
- 05	Dept	Administration / (may include Correspondence / Memos)	2			
-06	CC / LB / PC/ MHRRB	Public Rosters Rosters for Council/Agency/ Authority, Boards & Commissions.	2AS			2 years after superseded.

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EXHIBIT A - RESOLUTION NO. CC 2022-XXX
RECORDS MANAGEMENT PROGRAM
RECORDS RETENTION SCHEDULE

File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
- 07	CC / LB / PC/ MHRRB	Staff reports regarding updates, administrative processes, meeting changes or other miscellaneous items not listed in other file code categories	5			
- 08	CC	Oaths of Office	6 AT		29 USC 1113	6 years after termination
-10	CC	Workshop Meetings	5			
-12	CC	Informational Reports - Agendized	5			File in Expandable Bulk Year Folder.
-15	CC	Closed Session Memoranda	P	Yes	GC 34090(a)	Records affecting Title to Real Property or liens thereon may not be destroyed. File In Expandable Bulk Year Folder
-21	CC	By-Laws	P	Yes		
-22	CC	Formation Records / Articles of Incorporation	P	Yes		
~~-25~~	~~PC / CC~~	~~Meeting Transcripts~~	~~5~~			~~(Minutes must be approved before Destruction.)~~ Deletion approved 8/22/22
-26	PC /CC	Tapes / Audio/Video Recordings	5		GC 34090.7	Cassette / CD / DVD / Video (Minutes must be approved before Destruction.)
-30	CC	Minutes (Official Minutes of the legislative body or of a City Board or Commission.)	P	Yes	GC 34090 (e)	Originals cannot be destroyed.
-40	CC / CM	Proclamations / Commendations / Recognitions (Citizen Requests)	2			File in Expandable Bulk Year Folder.
-41	CC	Proclamations / Commendations / Plaques/Recognitions Given to City	P *See Explanation/ Comments	*See Explanation / Comments		*Administrative decision regarding retention. May wish to image selected records for historic value.
-50	CC	Appointments / Resignations / Vacancies	5 AT			File in Expandable Bulk Year Folder; Aligns with State guidelines
-60	CC	Committee Assignments / Representatives	2			
-90	Dept	Reports / Studies	2 AS			2 years after superseded
-95	Dept	Regulations / Policies / Procedures	2 AS			2 years after superseded

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0425	**SITE PLAN REVIEW HEARINGS**					
0425-05	Plan	Administration (may include Correspondence / Memos)	2			
0425-06	Plan	Speaker Slips from Meetings	5			File in Expandable Bulk Year Folder. (Minutes must be approved before Destruction.)
0425-09	Plan	Agenda Notes (Clerk Minute Action Notes from Meetings)	5			File in Expandable Bulk Year Folder. (Minutes must be approved before Destruction.)
0425-10	Plan	Agenda Packets (Each Agency Filed Separately) / Staff Reports	5			File in Expandable Bulk Year Folder. (Minutes must be approved before Destruction.)
0425-11	Plan	Non-Agendized Handouts from Citizens	5			File in Expandable Bulk Year Folder. (Minutes must be approved before Destruction.)
0425-20	Plan	Affidavits of Posting / Meeting Notices / Agendas / Proof of Publication	5			File in Expandable Bulk Year Folder. (Minutes must be approved before Destruction.)
0425-25	Plan	Meeting Transcripts / Recordings	5		GC 34090.6; GC 34090.7	(Minutes must be approved before Destruction.)
0425-30	Plan	Post-Meeting Summary Memos	5			
0425-35	CC	Minutes	P	Yes		
0425-90	Plan	Reports / Studies	2 AS			2 years after superseded
0425-95	Plan	Regulations / Policies / Procedures	2 AS			2 years after superseded
0430	**CONFLICT OF INTEREST**					
0430-05	CC	Administration (may include Correspondence / Memos)	2			
0430-10	CC	Originals of Statement of Economic Interest (SEI) (Form 700, Prior Forms 720, 721, 730) Filers Per City's Conflict of Interest Code are designated employees, consultants , some Boards & Commissions. Includes Signed Financial Disclosure statements for non-filers which are filed separately.	7 yrs after date of filing	Yes *	GC 81009 (e) ; GC 81009 (g)	**Originals are filed with City Clerk.** *GC 81009 (g) After original or copy of statement has been on file for at least two years, the Filing Officer may comply by retaining a copy on microfilm or other space saving device.

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0430-11	CC	Copies of Statement of Economic Interest (SEI) (Form 700, Prior Forms 720, 721, 730) Per GC 87200, State Filers are: Elected City Council members; Planning Commissioners; City Manager; City Attorney; City Treasurer	4 yrs after date of filing	Yes*	GC 81009 (e); GC 81009 (g)	**Originals are filed with State or County and a copy is filed with City Clerk.** *GC 81009 (g) After original or copy of statement has been on file for at least two years, the Filing Officer may comply by retaining a copy on microfilm or other space saving device.
0430-12	CC	Completed Form 801 - Gift Agency Report	7		FPPC Reg 18944.2	Retain on website and in paper for at least 4 years.
0430-13	CC	Completed Form 802 - Agency Report of Ceremonial Role Events and Ticket/Pass Distributions	7		FPPC Reg 18944.2	Retain on paper for at least 7 years and on website for at least 4 years.
0430-14	CC	Completed Form 803 -Behested Payment Report	7		FPPC Reg 18944.2	Retain on paper for at least 7 years.
0430-15	CC	Completed Form 804- Agency Report of New Positions (Form 700 filings)	7		FPPC Reg 18701 and 18734	
0430-16	CC	Completed Form 805- Agency Report of Consultants (Form 700 filings)	7		FPPC Reg 18701-18702.4 & 18734	
0430-17	CC	Completed Form 806 - Agency Report of Public Official Appointments	7		FPPC Reg 18705.5	Current form to be maintained on website and in paper.
0430-80	CC	Staff Reports regarding Conflict of Interest Code for City Council / Agencies / Authorities / Boards & Commissions	2 AS			2 years after superseded - Conflict of Interest Codes adopted by Resolution shall be retained permanently - Refer to Legislation File Code 0465-25
0435	**ELECTIONS**					
0435-05	CC	Election Reference and or Miscellaneous Information (i.e. Martin & Chapman election handbook)	2 AS			2 years after superseded
0435-15	CC	Deputy Registrars	2 AS			2 years after superseded
0435-20	CC	Candidate Handbook	2			

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0435-25	CC	Nomination Documents	Term of Office plus 4 years		EC 17100	Public access to these documents shall be limited to viewing documents only - the public may not copy or distribute documents that contain signatures of voters
0435-30	CC	Rosters of Voters	5		EC 17300	5 years after the date of the election
0435-31	CC	Street Indexes	6 Months		EC 17304	From the date of the Election
0435-32	CC	Ballot (City Sample)	P	Yes	GC 34090	Historical value
0435-33	CC	Vote by Mail: Applications & Identification Envelopes	6 Months		EC 17505 EC 17302	From the date of the Election
0435-34	CC	Ballots - After Election (Voted, provisional, spoiled, cancelled and unused)	6 Months		EC 17302	Ballots & ID envelopes shall be kept by the election official unopened & unaltered for 6 months after the election
0435-35	CC	Ballots - After a Recount	6 Months		EC 17306	6 months from the date of the election
0435-36	CC	Green Stripe Envelope - Tally Sheets, Copies of Street Index, Challenge List, Assisted Voters List	6 Months		EC 17304	All voters may inspect the contents of these materials at all times following commencement of the official canvass of votes.
0435-37	CC	Inspector Receipts for Ballots	6 Months		EC 17302	From the date of the Election
0435-38	CC	Ballot Receipts (includes other related items such as Inspector Receipts Logic & Accuracy Certification; Ballot Counter Printouts; Ballot County Program Cards; Yellow copy of Ballot Statement; Manual Tally Sheets, Inspector Receipts for Ballots)	6 Months		EC 17302	From the date of the Election
0435-39	CC	Petitions - Recall / Initiative / Referendums	8 Months		EC 17200 ; EC 17400	8 months after the certification of results of election , or if the measure is not submitted to the voters, 8 months after the final examination by the election official
0435-40	CC	Election Administration ; General / Special Municipal Elections - All / Notice of Publication of Election / Miscellaneous correspondence to County - State / Measure Arguments / Certificate of Election	P	Yes		For historical value
0435-45	CC	Precinct Officer Appointment Forms	6 Months		EC 17503	From the date of the Election

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0435-47	CC	List of Polling Places, Precinct Board Members, Languages Assisted in each polling place	6 months		EC 12105.5	From the date of the Election
0435-50	CC	Code of Fair Campaign Practices	30 days		EC 20442	30 days after the election
0435-59	CC	Electronically Filed Campaign Statements	10			10 years after filed
0435-60	CC	Original Campaign Statements of CANDIDATES ELECTED (Incumbents / Officeholders) (i.e. ; Mayor & Council), their controlled committees, and committees supporting such office holders and candidates	P	Yes	GC 81009(b) & GC 81009(g)	Permanent (May be microfilmed after two (2) years - Per FPPC, Incumbent means anyone holding office
0435-61	CC	Original Campaign Statements (i.e. - Ballot Measure Committees / Political Action Committees / Major Donor Committees	7		GC 81009(c)	7 years after filed
0435-62	CC	Original Campaign Statements of CANDIDATES NOT ELECTED (Non-Incumbents) candidates and committees supporting candidates not elected.	5		GC 81009(b)	5 years after filed
0435-63	CC	Copies of Campaign Statements received by the City Clerk of those filers not required to file original statements with the City Clerk (e.g. Form 460 for State official)	4		GC 81009(f)	4 years after filed
0435-64	CC	City Charter Adopted by Voters & Amendments	P	Yes		Historical Value
0435-70	CC	Affidavits of Registration & Voter Registration Indexes	5		EC 17000 ; EC 17001	
0435-75	CC	Oaths of Office (Elected Officials only)	6 AT		29 USC 1113	6 years after termination
0435-90	CC	Reports / Studies	7		GC 81009	
0440	**ASSESSMENT DISTRICT FORMATION (all others not named)**					
0445	**COMMUNITY FACILITIES DISTRICT FORMATION**					

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0447	DRAINAGE ASSESSMENT DISTRICT FORMATION					
0450	LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT FORMATION					
0453	STREETLIGHT MAINTENANCE ASSESSMENT DISTRICT FORMATION					
0454	SEWER MAINTENANCE-ASSESSMENT DISTRICT FORMATION					
- 05	Dept	Administration (may include Correspondence / Memos)	2			
-10	CC	Assessment Districts - Proposed / Formation	P	Yes		Includes original staff reports ; original signed engineer reports ; development ballots
-15	CC	Including Sewer Collection Service Charge/Annual Tax Levy & Collections for Districts	P			Year - City Council approved staff reports & original signed Engineer's reports
-90	CC	Reports / Studies	P	Yes		
-95	CC	Regulations / Policies / Procedures	2 AS			2 years after superseded
0455	LEGAL OPERATIONS					
0455-05	CA	Administration (may include Correspondence / Memos)	2			
0455-06	CC	Deputy City Clerk (Deputizing by City Clerk for board, commissions, and other duties)	2 AE			2 years after expiration
0455-12	CA	Litigation Audits	5 AC			5 years after closed - Annual file
0455-30	CA	Subpoenas / SDT	2 AC			2 years after closed
0455-34	CA	Legal Holds / Releases Log	P	Yes		
0455-50	CA	Opinions (City Attorney)	5		GC34090(2) ; GC 6254	Confidential
0455-55	CC	Trademarks / Registered (i.e. Drytown) Federal or State Surplus Property Program Applications	P	Yes		
0455-60	CC	Certificate of Title (Pink Slip) and Vehicle Information	5			Originals are kept until sold. After sold, the copy retention is 5 years.
0455-62	CC	Citywide Plans/Reports/Policies (i.e. ADA; Title VI)	P			

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0460	**LITIGATION**					
0460-05	CA	Administration (may include Correspondence / Memos)	2			
0460-10	CA	Pending / Potential Litigation / Investigations	5			Administrative decision
0460-19	CA	Litigation (by the City)	5 AS			5 years after settled
0460-20	CA	Litigation (against the City)	5 AC			5 years after closed
0460-50	CA	Foreclosure / Bankruptcy Case Files	5 AS			5 years after settled
0465	**RESOLUTIONS / ORDINANCES / MUNICIPAL CODE / LEGISLATION**					
0465-05	CC	Administration (may include Correspondence / Memos)	2 AS			2 years after superseded
0465-10	CC	Staff Reports regarding Municipal Code Amendments adopted by Ordinance	P	Yes	GC 34090 (e); GC 40806	
0465-15	CC	Municipal Codes Books (supplements / misc. info. / w/publications / updates)	P	Yes		
0465-20	CC	Ordinances, City Council	P	Yes	GC 34090 (e)	GC 34090(e) - Originals cannot be destroyed.
0465-21	CC	Ordinances, Community Redevelopment Agency	P	Yes	GC 34090 (e)	GC 34090(e) - Originals cannot be destroyed.
0465-25	CC	Resolutions, All Agencies	P	Yes	GC 34090 (e)	GC 34090(e) - Originals cannot be destroyed.
0465-26	CC	Staff Report regarding Resolution Amendments	P			
0465-30	CC	Legislative History, All Agencies	P	Yes		Includes statement of facts for Public Agencies.
0465-70	CC	Legislative Advocacy (Lobbyist)	P	Yes	GC 81009(b)	
0465-75	CC	Legislative Pending (State & Federal)	2			
0465-76	CC	CODES - Building / Electrical / Fire / Mechanical / Plumbing / Vehicle / etc.	P	Yes	GC 34090(e)	Original codes & updates must be sent to the City Clerk to be kept in the vault
0465-80	Dept	Legislation (Other Agency)	2 AS			2 years after superseded
0465-81	CC	AB 1234 Ethics & AB 1661 Sexual Harassment Training Certificates of Compliance	5*		GC 53235.2(b)	GC 53235.2 Copies *Must be retained at least 5 years after receipt of training (including the provider of the training).
0465-95	CC	Regulations, Policies & Procedures	2 AS			2 years after superseded

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0470	**CODE ENFORCEMENT**					
0470-05	CE	Administration (may include Correspondence/Memos)	2			
0470-20	CE	Case Files, Closed	5			Includes public nuisance ; rubbish & weed abatement ; etc.
0470-21	CE	Substandard Liens & Releases (Recorded Documents)	P	Yes	GC 34090(a)	
0470-22	CE	Foreclosures, Substandard	P	Yes	GC 34090(a)	
0475	**PARKING ENFORCEMENT**					
0475-05	NS	Administration (may include Correspondence / Memos)	2			
0475-35	NS	Administrative Reviews	5			
0475-50	NS	Hearings	5			
0475-53	NS	Parking Citations / Photos	5		CA VC 40220 & 40222	
0475-55	NS	Payment Arrangements	5			
0475-90	NS	Reports / Logs	5			
0480	**BUSINESS LICENSING**					
0480-05	FIN~~Plan~~	Administration (may include Correspondence / Memos)	2			
0480-20	FIN~~Plan~~	Original Business License and Permit Application plus 2 most current renewals	4 AC		GC 34090; CCP 337	4 years after closed
0480-21	CC	Business Permits Approved by Council / Staff Reports or Bonds with Business License information	5 AC			5 years after closed
0480-25	FIN~~Plan~~	Business License and Permit Renewals	2		GC 34090	
0480-40	FIN~~Plan~~	Business License / Permit Logs	2 AC			2 years after closed
0480-80	CC/FIN~~Plan~~	Procedures/Standards & Regulations	2 AS			2 years after superseded
0490	**REAL PROPERTY**					
0490-05	CC	Administration (may include Correspondence / Memos)	2			
0490-10	CC	Acquisitions & Disposition Records / Acquisition Records / Appraisals / Acquisition of Property	P	Yes	GC 34090(a)	

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Red: Minor Modifications or dept. requested changes

File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0490-17	CC	Real Property Case Files - File by Owner's Name / Address / APN ; includes Conditions, Covenants & Restrictions / Deed of Trust / Loan Agreement / Note / Request for Notice of Default / Title Insurance, etc.	P	Yes		
0490-30	CC	Condemnation Proceedings	P	Yes		Per City Attorney includes ; Deeds, Resolutions, Settlement Release & Staff Reports
0490-35	CC	Eminent Domain Proceedings	P	Yes		Per City Attorney includes ; Deeds, Resolutions, Settlement Release & Staff Reports
0490-37	CC	Resolution of Necessity	P	Yes		Per City Attorney includes ; Deeds, Resolutions, Settlement Release & Staff Reports
0490-40	CC	Deeds	P	Yes	GC 34090(a) ; 24 CFR 85.42	
0490-46	CC	Easements / Rights of Way	P	Yes	GC 34090(a)	
0490-48	CC	Liens	P	Yes	GC 34090(a)	
0490-49	CC	Release of Liens, Assignments, Termination of Declaration of Substandard Property	P	Yes	GC 34090(a)	
0490-50	CC	Offers of Dedication - Accepted / Irrevocable	P	Yes	GC 34090(a)	
0490-70	CC	Street Vacations/Closures	P	Yes	GC 34090(a)	Staff reports approved by City Council to be maintained by the City Clerk Department
0490-87	CC	Acceptance of Drainage / Grading / Slopes	P	Yes		Permanent ; Image for safety only / Originals may not be destroyed
0490-91	CC	Notice of Completion	P	Yes		Completion & Release of Securities for Completed Public Improvements (No Tracts or Projects) File in Bulk Year folder

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0500	**HUMAN RESOURCES**					
0500	**ADMINISTRATION**					
0500-05	HR	Administration (may include Correspondence / Memos)	2			
0500-25	HR	Employee Orientation	2 AS			2 years after superseded
0500-45	CC	Position Requests (New)	2			Staff Reports approved by Council
0500-57	HR	Live Scan (Fingerprinting)	P	Yes		Paperwork authorizing fingerprinting & background checks for city employment applicants & business license applicants
0500-60	HR	Employee Awards / Recognition / Program (Electronic Program)	2 AS		GC 12946	2 years after superseded
0500-85	HR	Policies / Procedures	2 AS			2 years after superseded
0500-90	HR	Reports	2 AS		GC 34090 (d)	2 years after superseded - Employee statistics / benefit activity / liability loss. Etc.
0500-95	HR	Rules / Regulations	5 AS			5 years after superseded - Includes HR Rules / Regulations
0510	**CLASSIFICATIONS / QUALIFICATIONS**					
0510-20	HR	Classification Surveys (Separate from Reports / Studies)	10		GC 12946, 29CFR 1602.14 ; 29 CFR 516.6	
0510-30	CC	Classification / Pay Plan adopted by Resolution and any amendments	P	Yes	GC 34090 ; GC 12946 ; 29 CFR 516.6(2) ; 29 CFR 1602.4	
0510-31	CC	Council Staff Reports regarding Classification/Pay Plan and Amendments	5 AS			5 years after superseded
0510-40	HR	Reclassification / Job Study	2			
0510-90	HR	Reports / Studies	P	Yes		

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0520	BENEFITS / WAGES / WORKING CONDITIONS					
0520-05	HR	Administration (may include Correspondence / Memos)	2			
0520-10	HR	Claims / Investigations	10 AS	Yes	GC 12946 ; 29 CFR 1602.29 ; 29 USC 211(e) 203(m),	10 years after settled
0520-11	HR	Worker's Compensation	10 AS		CCR 14311 ; CCR 15400.2 ; CLC 110-139.6 ; GC 6410	10 years after settled ; per City Attorney ; Claim files / Reports / Incidents / Indemnity;
0520-15	HR	COBRA Program (Administered by BRMS / SOMI)	10 AS			10 years after superseded ; Per City Attorney
0520-20	HR	Cost of Living / Consumer Index	2 AS			2 years after superseded
0520-30	HR	Claims (Disability)	10 AS		GC 6250 et seq; OMB A-129 ; 29 CFR 1602.30,32 ; CLC Sec 1174	10 years after settled ; per City Attorney
0520-35	HR	Deferred Compensation ; 401 / 457 Plans (ICMA)	5 AT		26 CFR 16001.1 ; 29 CFR 16273(2)	5 years after termination
0520-40	HR	Medical Benefit Plan Claims / Employee Assistance - (Original Claims Administered by current city self funded insurance plan)	7			Per City Attorney these files only need to be kept 7 years
0520-45	HR	Employee Assistance Program (EAP)	2 AS			2 years after superseded - Employee assistance handled by current city administrator
0520-46	HR	Injury Reports (Industrial Related) / Employee / First Aid (IIPP)	5 AS			5 years after settled.
0520-55	HR	Insurance / Benefits Programs	2 AS			2 years after superseded - these are brochures / publications regarding programs (not agreements)
0520-60	HR	Other Benefits (i.e. Payout Incentive)	5 AS			5 years after superseded - Per City Attorney

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0520-65	HR	Retirement Programs / PERS / Social Security / SSI	P		29 CFR 1627.3(2) ; GC 12946	Per City Attorney
0520-70	CC	Salary Schedules / Range / Step Increases	P	Yes		Staff Reports approved by Council
0520-75	HR	Salary Surveys	3		GC 12946, 29CFR 1602.14 ; 29 CFR 516.6	
0520-90	HR	Reports / Studies	2 AS			2 years after superseded
0525	**UNION / BARGAINING UNIT**					
0525-05	HR	Administration (may include Correspondence / Memos)	2			
0525-10	HR	Complaints / Investigations	5 AT		GC 12946 ; 29 CFR 1602.29 ; 29 USC 211(e) 203(m), 207(g)	5 years after termination - May include Arbitration / Grievances / Union requests / Sexual harassment / Civil Rights / Complaints / Disciplinary actions
0525-20	HR	Surveys	3AS		GC 12946, 29 CFR 1602.14 ; 29 CFR 516.6	3 years after superseded
0525-85	HR	Procedures	2 AS			2 years after superseded
0525-90	HR	Reports / Studies	2 AS			2 years after superseded
0525-95	HR	Regulations / Policies	2 AS			2 years after superseded
0530	**EMPLOYEE RECORDS**					
0530-06	HR	I-9 Forms / Employee Eligibility Verification	3 *		Immigration Reform Control Act 1986 ; Pub L 99-603	* These forms can be maintained in paper, or electronic - Employers must retain completed Form 1-9s for three years after the date of hire or one year after the date employment ends, whichever is later
0530-25	Dept	Administrative / Employee's Status Request Reports	2			

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0530-70	AS / PW / NS / LB	Volunteers / Community Service Workers / Student Interns / TSE / GAIN / Event Releases, etc.	10		GC 6250 et seq	All volunteer programs now under Admin. Services. Community Service Worker files maintained by both Maintenance (Public Works) and SAVES (Neighborhood Services)
0530-80	HR	Terminated Employee File (includes Oath of Office / Exit Interviews)	15 AT			15 years after termination - City Attorney recommendation
0530-81	HR	Terminated Employee File / Worker's Compensation / Toxic Exposure / (includes Oath of Office & Exit Interviews)	30 AT		8 CCR 3204(d)(1) ; 29 CFR 1910.1020	30 years after termination - per City Attorney, this applies to Worker's Compensation / Toxic Exposure. Files must be in sealed / segregated envelope.
0540	**RECRUITMENT / SELECTION**					
0540-05	HR	Administration (may include Correspondence / Memos)	2			
0540-10	HR	Equal Employment Opportunity Office - FORM EEO-4	2			EEOC Regs 1602.30 & 1602.31
0540-15	HR	Employment Bulletins (NeoGov Electronic Program)	2		GC 12946 ; GC 6250 ; 29 CFR 1602 ; 29 CFR 1607 ; 29 CFR 1627.3	
0540-20	HR	Recruitment Files (includes formats for complaints / job applications)	7 AS		GC 12946 ; GC 6250 ; 29 CFR 1602 ; 29 CFR 1607 ; 29 CFR 1627.3	7 years after superseded
0540-30	HR	Background/Recruitment Records (reference checks) - same retention (bulk yearly file)	7		GC 12946 ; GC 6250 ; 29 CFR 1602 ; 29 CFR 1607 ; 29 CFR 1627.3	
0540-35	HR	Interview Questions (NeoGov Electronic Program)	5		GC 12946 ; GC 6250 ; 29 CFR 1602 ; 29 CFR 1607 ; 29 CFR 1627.3	

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0540-55	HR	Eligibility Lists (NeoGov Electronic Program)	2		GC 12946 ; GC 6250 ; 29 CFR 1602 ; 29 CFR 1607 ; 29 CFR 1627.3	
0540-70	HR	Examination / Testing Materials	3 AC		GC 12946 ; GC 6250 ; 29 CFR 1602 ; 29 CFR 1607 ; 29 CFR 1627.3	3 years after completed
0540-95	HR	Regulations / Policies	2 AS			2 years after superseded
0550	**EDUCATION / TRAINING / EMPLOYMENT PROGRAMS**					
0550-10	Dept	Conference / Seminars / Workshop Materials	2 AS			2 years after superseded
0550-20	HR	Educational Program (Tuition Reimbursement)	2			
0550-21	Dept	Training / Certificates	5			
0550-50	HR	HR Job Training Programs	5 AT			5 years after termination of program
0550-55	HR	Mentoring Program	5 AT			5 years after termination of program
0550-80	AS	Volunteer Programs	5 AT			5 years after termination of program
0550-90	HR	Reports / Studies	2 AS			2 years after superseded
0550-95	HR	Regulations / Policies	2 AS			2 years after superseded

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0600	**COMMUNITY PLANNING & DEVELOPMENT**					
0600	**GENERAL PLAN & ZONING ORDINANCES**					
0600-05	Plan	Administration (May include Correspondence / Memos)	2			
0600-15	Plan	General Plan Map	P		GC 34090(a) ; H &S 19850	Permanent for research / historic value
0600-20	CC	General Plan Amendments (GPA)	P			Upon City Council approval or adoption of this record, department working file may be closed, as the official record will be located in the City Clerk department. This includes updates to the General Plan related to the Housing Element, Land Use, Conservation, Circulation, Safety, Air Quality, Noise, Open Space, etc.
0600-35	Plan	Zoning Verifications	2			
0600-40	CC	Zone Text Change	P		GC 34090(a) ; H &S 19850	Upon City Council approval or adoption of this record, department working file may be closed, as the official record will be located in the City Clerk department.
0600-45	CC	Zoning Map Change	P		GC 34090(a) ; H &S 19850	Upon City Council approval or adoption of this record, department working file may be closed, as the official record will be located in the City Clerk department.
0600-50	CC	Zoning Ordinance Amendments	P			Upon City Council approval or adoption of this record, department working file may be closed, as the official record will be located in the City Clerk department.
0600-60	CC	Prezones	P		GC 34090(a) ; H &S 19850	Upon City Council approval or adoption of this record, department working file may be closed, as the official record will be located in the City Clerk department.
0600-80	Plan	Zoning Ordinance Interpretation	2 AS		GC 34090	2 years after superseded
0600-90	Plan	Reports & Studies	2			
0600-95	Plan	Regulations & Policies	2 AS			2 years after superseded
0600-97	Plan	Land Use Inventories	P			

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0610	**COMPREHENSIVE DEVELOPMENT PLANS**					
0610-05	Plan	Administration (May include Correspondence / Memos)	2			
0610-10	CC	Specific Plans & Amendments / Specific Plan Amendment (SPA)	P		GC 34090(a) ; H &S 19850 ; GC 65103	Upon City Council approval or adoption of this record, department working file may be closed, as the official record will be located in the City Clerk department.
0610-25	Plan	Planned Developments	P			
0610-90	Plan	Reports & Studies	2			
0610-95	Plan	Regulations & Policy	2 AS			2 years after superseded
0615	**PLANNING PROJECT INTAKE & PROCESSING**					
0615-05	Plan	Administration (May include Correspondence / Memos)	2			
0615-30	Plan	Developments Advisory Board Agendas	2			Bulk Yearly File
0615-90	Plan	Reports & Studies	2			
0615-95	Plan	Regulations & Policies	2 AS			2 years after superseded
0620	**PLANNING DEVELOPMENT PROJECTS**					
0620-05	Plan	Administration (May include Correspondence / Memos)	2			
0620-10	CC	Appeals of Planning Commission Decisions (Conditional Use Permit (CUP) ; Annexation ; Site Plan Review (MSPR) ; etc.)	P		GC 34090(a) ; H &S 19850	Upon City Council approval or adoption of this record, department working file may be closed, as the official record will be located in the City Clerk department.
0620-15	Plan	Conditional Use Permits (CUP)	P		GC 34090(a) ; H &S 19850	
0620-16	Plan	Major Modification	P			
0620-20	Plan	Pre-Application Review Cases	3			
0620-26	Plan	Minor Site Plan Review	P			
0620-28	Plan	Time Extension	P			
0620-30	Plan	Site Plan Review	P		GC 34090(a) ; H &S 19850	
0620-45	Plan	Mining & Reclamation Plans	P		GC 34090(a) ; H &S 19850	
0620-50	Plan	Variance	P		GC 34090(a) ; H &S 19850	

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0620-90	Plan	Reports & Studies	2			
0620-95	Plan	Regulations & Policies	2 AS			2 years after superseded
0625	**SUBDIVISIONS**					
0625-05	Plan	Administration (May include Correspondence / Memos)	2			
0625-07	Plan	Subdivision / Site Development Plan (SDP)	P		GC 34090(a) ; H &S 19850	
0625-10	CC / Eng	Lot Line / Adjustments	P	Yes	H &S 19850	File recorded document with City Clerk
0625-11	CC / Eng	Voluntary Lot Line Merger	P	Yes	H &S 19850	File recorded document with City Clerk
0625-18	CC / Eng	Parcel Maps / Tract Maps	P	Yes	H &S 19850	Staff reports approved by City Council to be maintained by the City Clerk Department.
0625-30	CC/Plan	Tentative Tract Maps	P		GC 34090(a) ; H &S 19850	Staff reports approved by City Council and recorded document to be maintained by the City Clerk Department
0625-32	Plan	Vesting Tentative Tract Maps	P			
0625-40	CC/Plan	Tentative Parcel Maps	P			Staff reports approved by City Council and recorded document to be maintained by the City Clerk Department
0630	**MINOR PLANNING APPLICATIONS**					
0630-05	Plan	Administration (May include Correspondence / Memos)	2			
0630-10	Plan	Animal Permits	2 AC			2 years after closed
0630-15	Plan	Minor Exceptions	P		GC 34090(a) ; H &S 19850	
0630-20	Plan	Minor Modifications	P		GC 34090(a) ; H &S 19850	
0630-25	Plan	Single Family Minor Modifications (SFMM)	P			
0630-35	Plan	Temporary Use Permits ; (TUP) Carnivals / Fireworks / Model Home Complex / Modular Structures / Construction Trailers / Special Events / Others (not listed)	2 AC		GC 34090(d)	2 years after closed
0630-70	Plan	Home Occupation Permits	2			Two years after business ceases
0630-75	Plan	Occupancy Review Form	2			Two years after business terminates
0630-80	Plan	Large Family Day Care	2			Two years after business terminates

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0630-90	Plan	Reports & Studies	2			
0630-95	Plan	Regulations & Policies	2 AS			2 years after superseded
0635	**SIGN APPROVAL & CONTROL**					
0635-05	Plan	Administration (May include Correspondence / Memos)	2			
0635-10	CC	Sign Application Appeals	P			City Council approval Staff Report
0635-20	Plan	Sign / Banner Permits	2 AE			2 years after expired
0635-22	Plan	Sign Program	P			
0640	**PLANNING SPECIAL PROJECTS**					
0640-05	Plan	Administration (May include Correspondence / Memos)	2			
0640-10	Plan	Environmental Reviews (City)	2 AC		GC 34090(d)	2 years after completed
0640-20	Plan / CC	Environmental Impact Report (EIR)	P		GC 34090(a) ; CEQA Guidelines	For CC - Staff Report & EIR Report
0640-50	Plan	Findings of Conformance	P			
0640-52	Plan	Negative Declarations	P		GC 34090(a) ; CEQA Guidelines	
0640-54	Plan	Enterprise Zone Applications & Vouchers	5 AC			
0645	**CITY & REGIONAL PLANNING**					
0645-05	Plan	Administration (May include Correspondence / Memos)	2			
0645-15	Plan	Photographs (Aerial)	P		GC 34090(a) ; H &S 19850	Permanent for research / historic value
0645-20	Plan	Demographic / Statistical Data	P			Permanent for historic value
0650	**ECONOMIC DEVELOPMENT**					
0650-05	ED	Administration (May include Correspondence & Memos)	2			
0650-10	ED	Economic Development Project Files	5 AC			
0650-12	ED / CC	Prospective Development Files	2 AC			
0650-14	ED	Appraisals	3 AC			
0650-22	ED / CC	Business Programs	2 AS			2 years after superseded
0650-52	ED	Marketing & Promotion	2 AC			
0650-65	ED / CC	Enterprise & Foreign Trades Zones	2 AC			

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0650-90	ED	Reports & Studies	2 AS			2 years after superseded
0650-95	ED	Regulations & Policies	2 AS			2 years after superseded
0655	**CITY ORGANIZATION & FORMATION**					
0655-05	ED	Administration (May include Correspondence & Memos)	2			
0655-20	CC / Plan	Annexations	P			
0655-25	CC	Articles of Incorporation	P			
0655-40	ED / CC	Spheres of Influence	2 AC			
0660	**COMMUNITY DEVELOPMENT PROGRAMS & PROJECTS**					
0660-05	Dept	Redevelopment Agency Administration (May Include Correspondence & Memos)	2			
0660-35	Hou	Implementation Plans	7 AC		GC 60201	
0660-40	Hou	Relocation Assistance	7 AC		GC 60201	Courson Project / Business on Sierra Hwy / Redevelopment Plans, etc.
0660-80	CC	Formation of Redevelopment Projects & Amendments	P			Staff reports approved by City Council to be maintained by the City Clerk Department
0660-82	CC	Redevelopment Agency Implementation Plan for Project Areas	P			Staff reports approved by City Council to be maintained by the City Clerk Department
0660-84	CC	Redevelopment Projects mass mailings regarding formation of projects	7AC			Staff reports approved by City Council to be maintained by the City Clerk Department
0665	**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)**					
0665-05	HOU ~~AS~~	Administration (May include Correspondence / Memos)	2		CFR 200	
0665-07	HOU ~~AS~~	Section 108 Loan Program	5 AC		CFR 200	
0665-75	CC	CDBG - Consolidated Plan (FY)	P		CFR 200	Includes Staff Report ; CAPER/ACTION / Citizen Participation Plan & Analysis of Impediments
0665-76	HOU ~~AS~~	CDBG - Consolidated Plan and Action Plan (FY) Case Files	5 AC		CFR 200	
0665-90	HOU ~~AS~~	Project Reports	5 AC		CFR 200	

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0666	**HOME INVESTMENT PARTNERSHIP PROGRAM**					
0666-05	HOU ~~AS~~	Administration (May include Correspondence & Memos)	2		CFR 200	
0666-10	CC	Program Formation/Background	P		CFR 200	May include Staff Report
0666-20	HOU ~~AS~~	Housing Program	7 AC		CFR 200	
0666-22	HOU ~~AS~~	Tenant Based Rental Assistance (TBRA)	7 AC		CFR 200	
0666-24	HOU ~~AS~~	Case Files	4 AC		CFR 200	
0666-25	HOU ~~AS~~	Community Housing Development Organization (CHDO)	3 AC		CFR 200	After close of project or approval if no project
06660-30	HOU	HOME - ARP Grant Case files	7AC		CFR 200	
0666-90	HOU ~~AS~~	Reports & Studies	2 AS		CFR 200	2 years after superseded
0666-95	HOU ~~AS~~	Affirmative Marketing of Available Housing Approved 2004	3 AC		CFR 200	In place until updated
0668	**NEIGHBORHOOD STABILIZATION PROGRAM (NSP)**					
0668-05	HOU	Administration (May include Correspondence & Memos, etc.)	** See Explanation		CFR 200	End of affordability for the property for Real Estate Transactions or 5 years after NSP1 Grant Closeout with HUD, whichever is longer
0668-10	CC	Program Formation/Background	P		CFR 200	May include Staff Report
0668-11	HOU	Program Formation/Background Case Files	20AC		CFR 200	20 years after closed
0668-30	CC	Neighborhood Stabilization Program	P		CFR 200	
0668-31	HOU	Neighborhood Stabilization Program Case Files	20AC		CFR 200	20 years after closed
0668-90	HOU	Reports & Studies	20AC		CFR 200	20 years after closed
0669	**HOMELESSNESS PREVENTION & RAPID RE-HOUSING PROGRAM (HPRP)**					
0669-05	HOU ~~AS~~	Administration (May include Correspondence & Memos)	2		CFR 200 & GC 60201	
0669-10	CC	Program Formation/Background	P		CFR 200 & GC 60201	May include Staff Report
0669-30	HOU ~~AS~~	Case Files	7AC		CFR 200 & GC 60201	Housing records for Sept 2012 Federal Program and prior to 2018 and Admin Services new local program established 2018.

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0670	**HOUSING PROJECTS**					
0670-05	Hou	Administration (May include Correspondence & Memos)	2		GC 60201	
0670-30	Hou	Case Files	7		GC 60201	
0670-50	Hou	Rent Control	7 AC		GC 60201	Ordinance establishes base year. Utilizing multi years for reconciliations and ongoing cases. "The rent control base year is 2005 so the retention right now should be 2005, or as deemed necessary by legal counsel. There are maximum rent reports from 2003 that are still being used as discovery in proceedings with some parks."
0670-68	Hou	Neighborhood Improvement Strategy	7 AC		GC 60201	
0671	**SENIOR HOUSING PROJECTS**					
0671-05	Hou	Administration	2		CFR 200 & GC 60201	
0671-11	CC	Courson Connection Project	P		CFR 200 & GC 60201	May include staff report(s).
0671-12	Hou	Courson Connection Case Files	7 AC		CFR 200 & GC 60201	
0671-15	CC	Transit Village Project	P		CFR 200 & GC 60201	
0671-16	Hou	Transit Village Case Files	7 AC		CFR 200 & GC 60201	
0671-20	CC	Avenue R & 27th Street East Project	P		CFR 200 & GC 60201	
0671-21	Hou	Avenue R & 27th Street East Case Files	7 AC		CFR 200 & GC 60201	
0671-25	CC	Senior Housing at Palmdale Regional Medical Center Project	P		CFR 200 & GC 60201	
0671-26	Hou	Senior Housing at Palmdale Regional Medical Center Case Files	7 AC		CFR 200 & GC 60201	
0671-90	Hou	Reports & Studies, Special	2 AS		CFR 200 & GC 60201	
0671-95	Hou	Regulations & Policies	2 AS		CFR 200 & GC 60201	

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0672	HOUSING FUNDING PROGRAMS					
0672-05	Hou	Administration (May include Correspondence & Memos)	2		GC 60201	
0672-10	CC	Housing Funding Programs Formation/Background (one file for each program)	P		GC 60201	May include Staff Report
0672-13	CC	Emergency Grant Program	P		GC 60201	Individual Loan File; Loan Agreement and related records including recorded records
0672-14	Hou	Emergency Grant Program Case Files	7 AC		GC 60201	
0672-21	CC	Handyworker Grant Program	P		GC 60201	Individual Loan File; Loan Agreement and related documents including recorded records
0672-22	Hou	Handyworker Grant Program Case Files	7 AC		GC 60201	
0672-27	CC	In-Fill Grant Program	P		GC 60201	Individual Loan File; Loan Agreement and related documents including recorded records
0672-28	Hou	In-Fill Grant Program Case Files	7 AC		GC 60201	
0672-35	CC	Manufactured Home Loan & Manufactured Housing Mortgage Assistance	P		GC 60201	Individual Loan File; Loan Agreement and related documents including recorded records
0672-36	Hou	Manufactured Home Loan & Manufactured Housing Mortgage Assistance Case Files	7 AC		GC 60201	
0672-37	CC	Mobile Home Rehabilitation & Grant Program	P		GC 60201	Individual Loan File; Loan Agreement and related documents including recorded records
0672-38	Hou	Mobile Home Rehabilitation & Grant Program Case Files	7 AC		GC 60201	
0672-39	CC	Mortgage Assistance Program (includes VPAL/MAPGAP/MAP)	P		GC 60201	Individual Loan File; Loan Agreement and related documents including recorded records
0672-40	Hou	Mortgage Assistance Program (includes VPAL/MAPGAP/MAP) Case Files	7 AC		GC 60201	

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0672-47	CC	Neighborhood Improvement Program	P		GC 60201	Individual Loan File; Loan Agreement and related documents including recorded records
0672-48	Hou	Neighborhood Improvement Program Case Files	7 AC		GC 60201	
0672-50	CC	Home Conservation Program	P		GC 60201	Individual Loan File; Loan Agreement and related documents including recorded records
0672-51	Hou	Home Conservation Program Case Files	7 AC		GC 60201	
0672-57	CC	Rental Rehabilitation Program	P		GC 60201	Individual Loan File; Loan Agreement and related documents including recorded records
0672-58	Hou	Rental Rehabilitation Program Case Files	7 AC		GC 60201	
0672-69	CC	Single Family Rehabilitation Program	P		GC 60201	Individual Loan File; Loan Agreement and related documents including recorded records
0672-70	Hou	Single Family Rehabilitation Program Case Files	7 AC		GC 60201	
0672-91	CC	Other Housing Funding Programs Not Listed	P		GC 60201	Individual Loan File; Loan Agreement and related documents including recorded records
0672-92	Hou	Other Housing Funding Programs Not Listed Case Files	7 AC		GC 60201	
0675	**HISTORIC SITE PRESERVATION**					
0675-05	Plan	Administration (May include Correspondence / Memos)	2			
0675-10	Plan	Case Files	P			
0675-75	Plan	Historic Site Inventories	P		GC 34090(d)	Permanent for historic value
0675-90	Plan	Reports & Studies	2			
0675-95	Plan	Regulations & Policies	2 AS			2 years after superseded

Blue: New categories and subcategories
Red: Minor Modifications or dept. requested changes

File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0690	TRANSPORTATION					
0690-05	Dept	Administration (May include Correspondence / Memos)	2			
0690-10	Tr Eng	Airport	2 AC			
0690-15	Tr Eng	Bike Lanes / Facilities / Trails	2 AC			
0690-20	Tr Eng	Bus Services	2 AC			
0690-40	Tr Eng	Light and / or High Speed Rail Systems	2 AC			
0690-55	Tr Eng	Railroads	2 AC			
0690-72	Tr Eng	High Desert Corridor (Project)	2 AC			
0690-75	Tr Eng	Transportation Committees & Coalitions	2 AC			
0690-80	Tr Eng	SCAG	2 AC			
0690-81	Tr Eng	CalTrans	2 AC			
0690-82	Tr Eng	Metro	2 AC			

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0700	**CONSTRUCTION / ENGINEERING**					
0700	**GENERAL ADMINISTRATION**					
0700-10	Bldg	Building Statistics	P	Yes		
0700-20	Bldg	Emergency Abatements	P	Yes		
0700-30	Bldg	Materials Reference Information	2			
0700-40	Bldg	Utility Clearances	5			
0710	**PERMITS / INSPECTIONS**					
0710-05	Eng	Administration (may include Correspondence / Memos)	2			
0710-12	~~Bldg~~/Eng	Inspection Logs	3 AC			3 years after completion
0710-15	Bldg	Status Sheets	3 AC			3 years after completion
0710-23	Eng	Engineering Approved Civil Plans	P			Includes; Drainage Basin ; Erosion Control ; Grading ; Landscape ; Sewer ; Storm Drain ; Street Lighting ; Street Plans
0710-27	Eng	Private Construction Bond for Agreements	10 AC			
0710-50	CC	Certificates of Compliance	P			Permanent
0710-55	Bldg	Contractor's Workers Compensation Certificates	3 AE			3 years after expiration
0710-60	Bldg	Building Permit & Inspection Case Files and Inspection Logs	P	Yes		Inspections logs to stay with the Permit throughout the permit's lifecycle.
0710-70	Bldg/Eng	Permits / Encroachment / Excavation / Grading	P		H&S 19850	
0710-80	Bldg	Permit Valuation/Daily Inspection Calculations	P			Kept in Permits Plus
0710-85	Bldg	Building Permit Reports	P	Yes		
0710-90	Bldg	Reports & Studies	P	Yes		
0710-95	Bldg	Regulations & Policies	P	Yes		
0715	**BUILDING PLANS**					
0715-05	Bldg	Administration (may include correspondence/memos)	2			

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0715-10	Bldg	Residential Dwelling	P	Yes	GC 34090(a); 4003; 4004; H &S 19850(a); 19853 Page C-26	New commercial & residential construction, tenant improvements, room additions, spa, signs, block wall, remodel including security bonds
0715-11	Bldg	apartment Dwellings	P	Yes	GC 34090(a); 4003; 4004; H &S 19850(a); 19853 Page C-26	New commercial & residential construction, tenant improvements, room additions, spa, signs, block wall, remodel including security bonds
0715-20	Bldg	Commrecial Buildings	P	Yes	GC 34090(a); 4003; 4004; H &S 19850(a); 19853 Page C-26	New commercial & residential construction, tenant improvements, room additions, spa, signs, block wall, remodel including security bonds
0715-30	Bldg	Lockheed Structural	P	Yes	GC 34090(a); 4003; 4004; H &S 19850(a); 19853 Page C-26	New commercial & residential construction, tenant improvements, room additions, spa, signs, block wall, remodel including security bonds
0715-35	Bldg	AV Mall	P	Yes	GC 34090(a); 4003; 4004; H &S 19850(a); 19853 Page C-26	New commercial & residential construction, tenant improvements, room additions, spa, signs, block wall, remodel including security bonds
0715-40	Bldg	City Facilities	P	Yes	GC 34090(a); 4003; 4004; H &S 19850(a); 19853 Page C-26	New commercial & residential construction, tenant improvements, room additions, spa, signs, block wall, remodel including security bonds
0715-50	Bldg	Recreation & Cultural Facilities	P	Yes	GC 34090(a); 4003; 4004; H &S 19850(a); 19853 Page C-26	New commercial & residential construction, tenant improvements, room additions, spa, signs, block wall, remodel including security bonds
0715-80	Bldg	Special Inspector Program	2 AC			Inspector registrations renewed every 2 years
0720	**STREETS, SIDEWALKS, ALLEYWAYS, CURBS & GUTTERS ; (see 0785 for City CIP & 0790 for Special District Projects)**					
0720-05	Eng	Administration (may include Correspondence / Memos)	2			
0720-10	PW	Maintenance Projects (non CIP)	5			

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0720-40	ENG	Street Mileage Reports / Inventories / Surveys (Streets, Sidewalks, Curbs, etc.)	2 AS			2 years after superseded
0720-43	CC / Eng	Street Naming ; Addressing	P			Staff reports approved by City Council to be maintained by the City Clerk Department.
0720-55	Eng	Street Vacations / Closures	P			
0720-65	CC/Eng	Master Plans / Standards / Specifications	P	Yes		Staff reports approved by City Council to be maintained by the City Clerk Department.
0730	**BRIDGES / TUNNELS**					
0730-05	PW	Administration (may include Correspondence / Memos)	2			
0730-30	PW	Bridge / Tunnel Specifications	P	Yes		
0730-90	PW	Reports & Studies	P			
0730-95	PW	Regulations & Policies	2AS			2 years after superseded
0740	**HIGHWAYS / FREEWAYS**					
0740-05	PW	Administration (may include Correspondence / Memos)	2			
0740-90	PW	Reports & Studies	P	Yes		
0740-95	PW	Regulations & Policies	2AS			2 years after superseded
0750	**TRAFFIC ENGINEERING**					
0750-05	Tr Eng	Administration (may include Correspondence / Memos) ; Includes Service Requests	2			
0750-07	Tr Eng	Plans / Maps	P	Yes		Signing & Striping Plans
0750-15	Tr Eng	Collision Reports for Damage Traffic Signal	10			
0750-25	Tr Eng	Pedestrian Safety, General	2 AS			2 years after superseded
0750-28	Tr Eng	Curb Markings	2 AS			2 years after superseded
0750-35	Tr Eng	Signing & Hardware	2			Log books, index register cards; inventory lists; records of traffic signs
0750-40	Tr Eng	Speed Zones ; Speed Limits	7 AS			7 years after superseded
0750-45	Tr Eng	Traffic Signals, General	P	Yes		Logs, drawings, wiring diagrams, codes, circuit numbers, installation records, testing ; intersection plans

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0750-48	Tr Eng	Traffic Signal Cable Interconnect	P			
0750-49	Tr Eng	OTDR Reports	2 AS			2 years after superseded
0750-50	Tr Eng	Traffic Signal Response Maintenance Forums & Street Lighting Maintenance Services	2 AC			2 years after completion
0750-55	Tr Eng	Signalized Intersections	P			
0750-58	Tr Eng	Traffic Surveys ; Traffic Interrogatories ; Traffic Warrants	5			
0750-60	Tr Eng	Traffic Investigations	5 AC			Resident Request
0750-61	Tr Eng	Traffic Signal Equipment Submittal (Book)	2 AC			Includes submittal for project; equipment & material submittal; and final inspection report
0750-62	Tr Eng	Signal Maintenance (Annual Test)	5 AS			
0750-63	Tr Eng	Traffic Signal Timing Sheet - includes change interval sheet	3AS			3 years after superseded
0750-64	Tr Eng	Traffic Signal Routine Maintenance Check Sheet (Annual)	5			
0750-65	Tr Eng	Vehicular Volume Counts	5 AS			5 years after superseded
0750-66	Tr Eng	Traffic Signal Routine Log	5 AC			5 years after completion
0750-67	Tr Eng	Traffic Signal Response Maintenance Sheet	2AC			2 years after completion ; Details of the Traffic Signal Routine Log
0750-68	Tr Eng	Traffic Signal Coordination Report	5 AS			Electronic program with a hard copy report
0750-69	Tr Eng	Fiber Optic Plan	P			Traffic Operation Center
0750-70	Tr Eng	Congestion Management Program ; Trip Generation Data ; Trip Reduction Plan	3			
0750-72	Tr Eng/CC	Traffic Control Device Authorization	P			Signing & Striping work order plans ; approvals. Staff reports approved by City Council to be maintained by City Clerk Department.
0750-80	Tr Eng	Underground Alerts	2			
0750-82	Tr Eng	Traffic Control Plans	5 AC			5 years after closed
0750-84	Tr Eng	Complaints / Requests	3			
0750-90	Tr Eng	Reports & Studies	2			after project completion or conclusion.

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0751	ASSESSMENT DISTRICTS (all others not named)					
0752	COMMUNITY FACILITIES DISTRICTS					
0753	DRAINAGE ASSESSMENT DISTRICTS					
0755	LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS					
0757	STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS					
0758	PALMDALE SEWER MAINTENANCE ASSESSMENT DISTRICT					
-05	Eng	Administration (may include Correspondence / Memos)	2			
-07	PW/Eng	Plans & Specifications	P			
-15	PW	Operations & Maintenance Records	3			
-50	Eng	District Diagrams	P			
-60	Eng	Inspection Reports	P			
-70	Eng	Building Tests / Progress Reports ; Engineer's Reports	P			
-80	PW	Maintenance Reports	3			
-85	CC/PW	Master Plans	P	Yes		Staff reports approved by City Council to be maintained by the City Clerk Department
-90	PW	Reports & Studies	2			after project completion or conclusion.
-95	PW	Regulations & Policies	2AS			2 years after superseded
0770	STORM DRAINAGE / FLOOD CONTROL					
0770-05	Eng	Administration (may include Correspondence / Memos)	2			
0770-07	Eng	Plans	P			
0770-10	Eng	Complaints / Investigations	3AS			3 years after settled
0770-30	Eng	Basins	P			
0770-80	Eng	Master Plans, City	P			
0770-85	Eng	Standards & Specifications	P			
0770-87	Eng	Statistical Data	P			
0770-90	Eng	Reports & Studies	2			after project completion or conclusion.
0770-95	Eng	Regulations & Policies	2 AS			2 years after superseded

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0780	**GENERAL CAPITAL IMPROVEMENTS**					
0780-05	PW	Administration (may include Correspondence / Memos)	2			
0780-10	CC	General Capital Improvements	P	Yes		Staff reports approved by City Council to be maintained by the City Clerk Department
0780-20	PW	General Capital Improvements Project Files	P			
0780--90	PW	Reports & Studies	3			after project completion or conclusion.
0780-95	PW	Regulations & Policies	2AS			2 years after superseded
0785	**CITY CAPITAL IMPROVEMENTS**					
0785-05	PW	Administration (may included Correspondence/Memos)	2			
0785-10	CC	5 & 10 Year Capital Improvement Plans	P			Staff reports approved by City Council to be maintained by the City Clerk Department
0785-90	PW	Reports & Studies	3			after project completion or conclusion.
0785-95	PW	Regulations & Policies	2AS			2 years after superseded
0785-XXX	PW	Capital Improvement Project files	P			XXX represents the three-digit project number assigned by Public Works

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0800	**PUBLIC UTILITIES**					
0800	**COMMUNICATIONS (Cable / Cellular / Satellite)**					
0800-05	PW	Administration (may include Correspondence / Memos)	3			
0800-90	Dept	Reports & Studies	2			after project completion or conclusion.
0800-95	Dept	Regulations & Policies	2AS			2 years after superseded
0810	**UNDERGROUND UTILITIES**					
0810-05	Eng	Administration (may include Correspondence / Memos)	2			
0810-10	Eng / CC	Deferments	P			
0810-20	Eng	Underground Utility Districts	P		H & S 19850	
0810-30	Eng	Underground Plans	P	Yes	H & S 19850	
0810-40	Eng	Underground Service Alert Program	2			
0810-50	CC / Eng	Conversion District Records	P			
0810-90	Eng	Reports & Studies	2			after project completion or conclusion.
0810-95	Eng	Regulations & Policies	P			
0831	**PALMDALE RECYCLED WATER FACILITIES & DISTRIBUTION PLAN**					
0831-05	PW	Administration (may include Correspondence / Memos)	2			
0831-10	PW	Complaints & Investigations	2AC			2 years after closed
0831-15	PW	Operation & Maintenance	3		GC 34090(d)	Includes work orders, inspection, repairs, cleaning, reports, complaints
0831-20	PW	Rate Information	2 AS		GC 34090	2 years after superseded
0831-25	PW	Memberships	2			
0831-30	PW	Training / Certifications / Licenses	2AS			2 years after superseded
0831-70	CC	Master Plans / Recycling Programs	Permanent			Staff reports approved by City Council to be maintained by the City Clerk Department.
0831-75	PW	Projects	5AC			5 years after completed
0831-80	PW	Test Reports	5AC		40 CFR 122.41;	5 years after completed
0831-90	PW	Reports & Studies, Special	2			after project completion or conclusion.
0831-95	PW	Regulations, Policies & Procedures	2 AS			2 years after superseded

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0840	**PALMDALE SEWER SYSTEM PROGRAM**					
0840-05	PW	Administration (may include Correspondence / Memos)	2			
0840-10	PW	Complaints & Investigations	2AC			2 years after closed
0840-11	PW	Daily Logs	3			
0840-12	PW	Daily Reports	3			
0840-13	PW	Industrial Waste Permits	2AR			after renewal
0840-15	PW	Operation & Maintenance	3			
0840-20	PW	Sewer Availability Reports	3AS			3 years after superseded
0840-50	PW	Sewer Connection Rights	P	Yes		
0840-60	PW	Sewer Monitoring Records	3			
0840-70	CC	Master Plans	P	Yes		Staff reports approved by City Council to be maintained by the City Clerk Department.
0840-90	PW	Reports & Studies	2			after project completion or conclusion.
0840-95	PW	Regulations & Policies	2AS			2 years after superseded
0842	**PALMDALE COMMUNITY CHOICE AGGREGATION PROGRAM**					
0842-05	PW	Administration (may include Correspondence / Memos)	2			
0842-10	CC	Formation of Community Choice Aggregation Program	P			Staff reports approved by City Council to be maintained by the City Clerk Department.
0842-12	CC	Resource Adequacy Compliance Filing	7 AC			
0842-20	PW	Rate Information	2 AS			2 years after superseded
0842-25	PW	Complaints & Investigations	3AS			3 years after settled
0842-30	PW	Daily Logs	3			
0842-40	PW	Daily Reports	3			
0842-50	PW	Audits	3			
0842-60	PW	Monitoring Records	3			
0842-80	CC	Master Plans	P	Yes		Staff reports approved by City Council to be maintained by the City Clerk Department.
0842-90	PW	Reports & Studies	3			after project completion or conclusion.
0842-95	PW	Regulations & Policies	2AS			2 years after superseded

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
0900	**PUBLIC FACILITIES / GROUNDS (CONSTRUCTION / MAINTENANCE / USE)**					
0900	**GENERAL ADMINISTRATION**					
0900-20	Bldg	Inspection Reports	P	Yes		
0900-95	PW	Regulations & Policies	P	Yes		

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
1000	**PARKS & RECREATION/CULTURE/EDUCATION**					
1000	**CULTURAL CENTER OPERATIONS**					
1000-05	P&R	Administration (may include Correspondence / Memos)	2			
1000-10	P&R	Facility Use Permits (Rentals)	5			
1010	**PLAYHOUSE OPERATIONS**					
1010-05	P&R	Administration (may include Correspondence / Memos)	2			
1010-10	P&R	Facility Use Permits (Rentals)	5			
1020	**EDUCATION**					
1020-05	Dept	Administration (may include Correspondence / Memos)	2			
1020-10	Dept	Colleges & Universities	2			
1020-40	Dept	High School	2			
1020-50	Dept	Middle School	2			
1020-55	Dept	Elementary School	2			
1020-60	Dept	Other	2			
1020-70	Dept	Programs	2			Scholarship / Tutoring
1030	**PARKS & RECREATION PROGRAMS**					
1030-05	P&R	Administration (may include Correspondence / Memos)	2			
1030-10	P&R	Facility Use Permits (Rentals)	5			
1030-15	P&R	Daily Log	2			
1030-17	P&R	Chemical Logs	5		22 CCR 65523	
1030-19	P&R	Manager Logs	5			
1030-20	P&R	Program Project Files	2			
1030-25	P&R	Registration Forms	2			
1030-30	P&R	Attendance Sheets	2			
1030-35	P&R	Special Events	2			
1030-65	P&R	Training & Certification	5			
1030-70	P&R	Waivers	5			

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File Code	Office of Record	Records Description	Retention	Image	Citation	Explanation/Comments
1040	**SENIOR FACILITY OPERATIONS**					
1040-05	P&R	Administration (may include Correspondence / Memos)	2			
1040-10	P&R	Facility Use Permits (Rentals)	5			
1040-15	P&R	Activities / Programs / Surveys	2			
1050	**AMPHITHEATRE OPERATIONS**					
1050-05	P&R	Administration (may include Correspondence / Memos)	2			
1050-10	P&R	Facility Use Permits (Rentals)	5			
1060	**WATERPARK OPERATIONS**					
1060-05	P&R	Administration (may include Correspondence / Memos)	2			
1060-10	P&R	Facility Use Permits (Rentals)	5			
1060-15	P&R	Accident / Incident Reports / Primary Injury Reports	5			
1060-21	P&R	Amusement Rides / Slides Plans	P			
1060-25	P&R	Rides - Testing Records	5		8 CCR # 3195.12	
1060-65	P&R	Training & Certification	5			
1070	**CITY OF PALMDALE PUBLIC ART PROGRAM**					
1070-05	Dept	Administration (may include correspondence/memos)	2			
1070-50	CC	Public Art Master Plan	P	Yes		Staff reports approved by City Council to be maintained by the City Clerk Department
1070-90	Dept	Reports & Studies	2			
1080	**SPECIAL EVENTS - OUTSIDE ORGANIZATIONS**					
1080-05	P&R	Administration (may include Correspondence/ Memos)	2			
1080-10	P&R	Permits	5			

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1200	**EQUIPMENT SERVICE & MAINTENANCE**					
1220	**FLEET & EQUIPMENT MAINTENANCE**					
1220-05	PW	Administration (may include Correspondence / Memos)	2			
1220-20	PW	Maintenance / Repair Records	3 AC			3 years after closed/sold
1220-50	PW	Service Requests	3AC			3 years after closed
1220-70	PW	Smog Certificates	2 AS			2 years after superseded

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CITY OF PALMDALE
OFFICE OF THE CITY COUNCIL

M E M O R A N D U M

TO: City Clerk

FROM: Laura Bettencourt, Councilmember

SUBJECT: Monthly Informational Report – Events and Meetings

DATE: September 7, 2022

During the period August 1, through August 31, 2022, I attended the following meetings and events:

August 1:	Palmdale Sustainable Transportation Plan Listening Session
August 2:	State of the City Address
August 3:	Council Meeting
August 8:	Palmdale Sheriff's Booster Mixer
August 11:	Palmdale Sustainable Transportation Plan Public Workshop
August 13:	5.11 Tactical Palmdale Grand Opening/Ribbon Cutting
August 17:	Council Workshop
August 20:	NewColorsProject Annual Gala